

भारतीय मानक ब्यूरो

राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान

संस्थागत क्षेत्र सैक्टर - 62 नोएडा (उ. प्र.)

निविदा सूचना

हमारा संदर्भ : NITS/ADMN/1:7

दिनांक 25.02.2016

मैनपावर उपलब्ध कराने वाली योग्य फर्म एवं कंपनियों से द्विबोली प्रणाली के तहत राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान, A – 20,21 नोएडा सैक्टर -62 नोएडा (उ.प्र.) में सेवाएं प्रदान करने के लिए मुहरबंद निविदाएँ आमंत्रित की जाती हैं।

निविदा दस्तावेज www.pis.org.in तथा

www.eprocure.gov.in से डाउनलोड किया जा सकता है। वोलियाँ दिनांक 17.03.2016 समय दोपहर 2 बजे तक स्वीकार की जाएंगी तथा तकनीकी निविदाएँ उसी दिन सायं 3:00 बजे खोली जाएँगी। ब्यूरो किसी एक तथा सभी निविदाओं का बिना कोई कारण बताए अस्वीकार करने का अधिकार सुरक्षित रखता है।

प्रमुख (रा. मा. प्र.स.)

BUREAU OF INDIAN STANDARDS

National Institute of Training for Standardization

A-20-21, Institutional Area,

Sector 62, Noida (Uttar Pradesh)

TENDER NOTICE

Our Ref: NITS/ADMN/1:7

25.02.2016

Sealed tenders are invited under two-bid system from eligible firms/companies for **hiring of manpower services** for its office located at National Institute of Training for Standardization, A-20-21, Noida Sector 62, Noida (UP). The tender document can be downloaded from www.bis.org.in and www.eprocure.gov.in. The closing date and time of receipt of bids is 17 March 2016 (Thursday) upto 1400 h and the technical bids shall be opened on the same day at 1500 h.

The Bureau reserves the right to reject any or all the bids without assigning any reason.

Head(NITS)

BUREAU OF INDIAN STANDARDS
National Institute of Training for Standardization,
A-20-21, Noida Sector 62, Noida (UP)

TENDER NOTICE

Bureau of Indian Standards invites sealed bids, *under two bid system (Technical bid and Financial bid)* for **Hiring of Manpower Services** for its office located at National Institute of Training for Standardization, A-20-21, Noida Sector 62, Noida (UP), from eligible bidders as per the details given below:

SI No.	Category	Tentative Requirement
1.	Stenographer	02
2.	Technician	02
3.	Multi-Tasking Staff	03
4.	Driver	01
5.	Room Boys	03
6.	Office Assistant	03
Total		14

1. Eligibility –

- Should have a valid licence holding Contract Labour (Regulation & Abolition) Act, 1970 for deploying the personnel to provide the Manpower Services in Delhi/Uttar Pradesh.
- Should have minimum **three years** of experience of providing manpower services to large private firms and/or Departments/Ministries of the Government of India/PSUs (copies of two work orders received from large private firms and/or Govt. depts./PSUs during each of three years, including current financial year, should be enclosed).
- Should have a valid PAN issued by the Income tax Department, also registered with Employees Provident fund Organization, and Employees State Insurance Corporation, Service Tax Department (attested copies has to be attached).
- Should have minimum turnover of **Rs. Ten Lakhs** per year during each of the last three years from providing manpower services (copies of annual accounts of the last three years should be enclosed).

- Should not have been blacklisted by the Deptts/Ministries of the Govt. of India/State Govt./PSUs (Declaration has to be submitted in the specified format).

2. **Proposed validity of the contract:** Three Years.

3. **Availability of Tender Documents:**

Place: National Institute of Training for Standardization, A-20-21, Institutional Area, Noida Sector 62, Noida (UP) during office hour and BIS website www.bis.org.in and www.eprocure.gov.in

Period: 25 February 2016 to 17 March 2016

4. **Pre-bid Conference:** 1500 h on 03 March 2016 (Thursday)

5. **Opening of Bids:** Technical Bids shall be opened at 1500 h on 17 March 2016.

6. **Method/manner for Submission of Bids:** An envelope super-scribing **Tender for Manpower Services at NITS, Bureau of Indian Standards** having two envelopes containing "Technical Bid" and "Financial Bid" must bear the name & address of the party & shall be addressed to "Head (NITS), National Institute of Training for Standardization, A-20-21, Noida Sector 62, Noida (UP)".

7. **Earnest Money Deposit:** Rs. 50,000/-

8. **Performance Security Deposit:** 10% of the total annual value of the award of contract.

9. **Validity of Bids:** 90 days from opening of technical bid.

10. The Bureau reserves the right to reject any or all the bids without assigning any reason.

Head (NITS)
Our Ref: NITS/Admn/1:7

TENDER DOCUMENT

SCHEDULE - 1: INSTRUCTIONS TO BIDDERS

1. Notice inviting Bids:

1.1 Sealed Bids, under two bid system (Technical bid and Financial bid), are invited by the National Institute of Training for Standardisation (NITS) of Bureau of Indian Standards (BIS), from eligible Bidders for Hiring of Manpower Services as specified in the **Schedule-2 of tender document**.

2. Issue of Tender Document:

2.1 The blank Tender document will be available during the period indicated in the **Schedule-4**, during the office hours.

2.2 The Tender document can also be downloaded from the website of the Bureau www.bis.org.in and www.eprocure.gov.in.

2.3 Any change that will be made in the Tender document by the Competent Authority after issue of the Tender will be intimated to the prospective Bidders in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the Bid.

2.4 No alterations and additions anywhere in the Bid Document are permitted. If any of these are found, the Bid may be summarily rejected.

2.5 The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

3. Language of Bid/Contract: The language of the Bid shall be in English/Hindi and all correspondence, etc. shall conform to the English/Hindi language.

4. Pre-bid Conference:

4.1 A Pre-bid conference of all intending Bidders will be held at the scheduled date and time indicated in the **Schedule-4**. Intended Bidders will be allowed to seek clarification, if any.

5. Validity of Bids:

5.1 The Bids will be valid for a period of 90 days from the date of opening of financial bid.

6. Earnest Money/ Bid Security:

6.1 The Bidder shall deposit with the Bureau a sum indicated in the **Schedule-4** as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Pay Order in favour of Bureau of Indian Standards, or a Bank Guarantee as per format indicated in **Annexure-1** of Schedule 7.

6.2 The failure or omission to deposit the Earnest Money shall disqualify the Bid and the Bureau shall exclude from its consideration such disqualified Bid(s).

6.3 Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the Bureau during the validity period of the Bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it shall stand forfeited to the Bureau without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Bid to the Bureau for Hiring of Manpower Services during the next twenty-four (24) months effective from the date of such revocation.

6.4 If the successful Bidder does not pay the Performance Security in the prescribed time limit or fails to sign the agreement bond, Earnest Money Deposit of the successful bidder will be forfeited by the Bureau.

6.5 The Earnest Money of unsuccessful Bidder shall be refunded after the successful Bidder furnishes the required Performance Security to the Bureau and signs the agreement or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

7. Eligible Bidders

(i) Should have a valid licence holding Contract Labour (Regulation & Abolition) Act, 1970 for deploying the personnel to provide the Manpower Services in Delhi/UP.

(ii) Should have minimum **three years** of experience of providing manpower services to large private firms and/or Departments/Ministries of the Government of India/PSUs (copies of two work orders received from large private firms and/or Govt. depts./PSUs during each of the last three years should be enclosed).

(iii) Should have a valid PAN issued by the Income tax Department, also registered with Employees Provident fund Organization, and Employees State Insurance Corporation, Service Tax Department (attested copies has to be attached).

(iv) Should have minimum turnover of **Rs. Ten Lakhs** per year during each of the last three years from providing manpower services (copies of annual accounts of the last three years should be enclosed).

(v) Should not have been blacklisted by the Deptts/Ministries of the Govt. of India/Stat Govt./PSUs (Declaration has to be submitted in the specified format).

8. Rates how to be quoted

8.1 The bidder is expected to work out his rates keeping in view the technical specifications & conditions and arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid and of the rates and prices quoted in the attached schedules, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.

8.2 The Table-A of Schedule-5 containing the financial Bid shall be exclusive of any service tax, education cess and secondary and higher education cess or any other applicable taxes. The taxes as may be levied by the Government from time to time shall be charged by the contractor in addition to the rates quoted in the bid by the contractor.

8.3 The quoted consolidated monthly amount prices shall be inclusive Bureau's contribution towards ESI, PF, Gratuity, Bonus, Substitutes. It shall also include cost of training and uniform, Supervision of company etc. Total Consolidated monthly amount (including Minimum Wages, ESIC, EPF etc.) per person should be quoted by the bidder under each of the category separately.

8.4 The bidder should quote the details (price-break up) of the monthly consolidated amount in the **Table-B** of **Schedule-5**.

8.5 Prices shall be valid for a period of one year. However, on revision of minimum wages by Government of Uttar Pradesh the same shall be revised by the Bureau. However, even on revision of minimum wages, the contractor's profit in absolute terms (not in percentage terms) shall remain the same throughout the contract period as was quoted by the contractor in his bid.

9. Manner of Submission of Bid

9.1 The complete Bid will be received as indicated in the **Schedule-4**, by depositing the same through the Bid Box or by post which reaches the specified place before the specified time.

9.2 E-mail or fax offers will be rejected.

10. Last Date for Submission

10.1 Sealed Bids shall be received at the address specified above not later than the time and date specified in the Tender Notice. Bids received after the specified date and time for receipt of bids shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.

10.2 In the event that the specified date for the submission of Bid offers is declared a holiday, the offers will be received up to the appointed time on the next working day.

11. Modification and Withdrawal of Offer

11.1 The Bidder may withdraw its offer after its submission, provided that written notice of withdrawal is received by the Bureau prior to the closing date and time prescribed for submission of offer.

12. Contents of Bid Document

12.1 Bids are invited in two-bid system (Technical bid and Financial bid). The completed Bid shall be submitted in sealed envelope, super-scribing Tender for Hiring of Manpower Services as mentioned in the **Schedule-4**.

12.2 The envelopes shall contain the following:

a) Envelope No.1 (Technical Bid): This should contain all technical details alongwith commercial terms and conditions such as:

- (i) List of all the documents enclosed;
- (ii) The EMD as indicated in clause 6.1 above.
- (iii) Attested copy of the valid licence issued for deploying the personnel to provide the Manpower Services in Delhi/Uttar Pradesh from the relevant authorities;
- (iv) Copies of last Income Tax Returns and Service Tax Returns filed with the concerned Authorities;
- (v) Details of the firm(s) including details of the proprietor/partner/director with regard to name, address for communication, telephone number, e-mail etc. (**Annexure-2 of Schedule 7**);
- (vi) In case of a firm, each partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by all partners. In case of private limited/public limited companies, the power of attorney shall be supported by board resolutions and

appropriate and adequate evidence in support of the same shall be provided;

(vii) All pages and pasted slips should be signed by the Bidder and no page shall be added or removed from the set of Bid Document. Duly signed Bid document is to be returned as a token of its acceptance;

(viii) A statement showing the magnitude of Work/Service done in the last three (3) years (**Annexure-3 of Schedule 7**);

(ix) A declaration regarding black-listing and/ or litigations (**Annexure-4 of Schedule 7**)

b) Envelope No.2 (Financial Bid): This envelope shall only contain category-wise price for the services to be hired at specified places as per **Schedule-2**, duly filled in and initialed on each page and signed by the Bidder at prescribed places of the Bid. The instructions contained in clause 8 may please be noted.

c) Covering Envelope: Both the envelopes 1 and 2 shall be put together in a common sealed envelope super-scribing the “Bid for Hiring of Manpower Services” and addressed to Head (NITS) as mentioned in **Schedule-4** and the name and address of the Bidder at the bottom left.

13. Other Important Points to be noted by the Bidder:

(a) The Financial Bid should be written both in words and figures at appropriate places (Schedule 5).

(b) If a bidder quotes ‘Nil’ profit or service charges/consideration, the bid shall be treated as unresponsive and will not be considered.

(c) The Bidder shall submit the Bid which satisfies each and every condition laid down in **Tender Document**, failing which the Bid shall be liable to be rejected. Conditional Bids will be rejected. The financial bid of the bidder with Nil/Zero/Impractical service charge will not be accepted.

14. Opening of Bid

14.1 The Bid received before the time and date specified in Tender Notice, will be opened as per the specified program in the office as mentioned in the **Schedule-4** (if possible), in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the scheduled time.

15. Shortlisting of Bidders

15.1 The Bureau will short-list technically qualifying Bidders and Responsive Financial Bids of only those Bidders, who qualify in technical bids, will be opened before

representatives of bidders, who have chosen to be present during opening of financial bids, at a date and time to be intimated.

16. Opening of Financial Bids

16.1 The Bureau shall open Envelope No.2, on notified date, and the rates quoted by the bidder in price schedule (**Schedule-5**) shall then be read out before representatives of bidders, who have chosen to be present during financial bid. The financial bids shall be evaluated, on the basis of the tentative requirement of manpower, under various categories, to decide the lowest bidder.

Formula:-

S= Amount Quoted for skilled person person (As per Sl. No. 1 of Table-A of Schedule 5) x tentative requirement.

SS=Amount Quoted for Semi-skilled person person (As per Sl. No.2 of Table-A of Schedule 5) x tentative requirement

Total Bid Amount: S+SS

Note: Amount for unskilled person shall not be considered in financial evaluation, as present requirement is NIL.

17. Acceptance of Bid

17.1 Acceptance of Bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any Bid. The Bureau reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the Bureau.

18. Process to be Confidential

18.1 Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

19. Execution of Contract Document

19.1 The successful Bidder after deposit of Performance Security, is required to execute an Agreement in duplicate in the form attached with the Bid Documents on a stamp paper of proper value of Rs. 100/- to be purchased in Uttar Pradesh. The Agreement should be signed within 15 days from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

19.2 It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

20. Rights of the Bureau

20.1 The Bureau reserves the right to suitably increase/reduce the scope of work put to this Bid. The right to split up the hiring of manpower services in two or more parts is reserved by the Bureau and also the right to award contract to more than one agency is reserved.

20.2 In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

21. Notice to form Part of Contract

21.1 Tender Notice and these instructions shall form part of the Contract.

SCHEDULE – 2

CONDITIONS OF CONTRACT

1 Definitions

- i) **‘Annexure’** referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- ii) **‘Approved’** shall mean approved in writing including subsequent confirmation of previous verbal approval and “Approval” shall mean approval in writing including as aforesaid.
- iii) **‘Bid’** means the Contractor’s priced offer to the Bureau for the manpower services at the specified places and remedying of any defects therein in accordance with the provision of the Contract, the installation and services as accepted by the Letter of Acceptance.
- iv) **‘Bureau’** shall mean Bureau of Indian Standards (BIS) established under the Bureau of Indian Standards Act, 1986.
- v) **‘Commencement Date’** means the date upon which the Contractor receives the notice to commence the rendering of services at specified places.
- vi) **‘Competent Authority’** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- vii) **‘Contract’** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- viii) **‘Contract Amount’** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- ix) **‘Contractor’** shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- x) **‘Director General’** shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- xi) **‘Government’** shall mean the Central Government.
- xii) **‘Letter of Acceptance’** means the formal acceptance by the Bureau. **‘Services’** shall mean the services to be provided to the Bureau by the Contractor as stated in the Contract and other services that are prescribed in the Tender document.

xiii) **'Specification'** means the specification referred to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.

xiv) **'Tender'** means formal invitation by the Bureau to the prospective bidders to offer fixed price for Hiring of Manpower Services.

xv) **'Time for Completion'** means the time for completing the supply of manpower services or any part thereof as stated in the Contract calculated from the Commencement Date.

xvi) **'NITS'** shall mean National Institute of Training for Standardization, a training Institute of Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

2. Parties to the Contract

2.1 The parties to the contract shall be the Contractor, whose offer is accepted by the Bureau; and the Bureau.

2.2 The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

3. Performance Security

3.1 To ensure due performance of the contract, an interest-free Performance Security, as defined in Schedule 4 shall be deposited by the contractor in the form of an Account payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'Noida' or a Bank Guarantee as per format indicated in Annexure-1 of Schedule-7.

3.2 Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor.

3.3 Any amount due/recoverable from the Contractor under the terms of this Contract or any other account, may be deducted from the amount of Performance Security Deposit. In case, the amount of Performance Security Deposit is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty for damages liquidated or unliquidated or for any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

3.4 If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the Contractor, the Bureau shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.

3.5 Nothing herein mentioned shall debar the Bureau from recovering from the Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

3.6 The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau. The Performance Security shall be returned to the Contractor by the Bureau within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Bureau on the Contractor.

4. Contract Documents

4.1 The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

- i) The Agreement
- ii) Minutes of pre-bid meetings, clarifications
- iii) The Conditions of Contract
- iv) Tender Notice and Tender Document
- v) Letter of Acceptance.
- vi) Any other correspondence exchanged between the parties in connection with the contract.
- vii) The Contractor's Offer

5 Validity of the Contract

5.1 The Contract shall be valid for a period of three years from the date of signing this Contract. However, the contract will be reviewed on yearly basis and extended every year subject to the satisfactory performance of the contractor and on the mutual consent of both the parties.

6. Scope of Work for Providing Manpower Services

6. 1 Services to be hired under this Contract: The requirement of manpower is as under:

Sl. No.	Category Skilled	Tentative Requirement Of Manpower	Minimum Qualification & Experience
1.	Stenographer	02	Graduate with experience of computer in MS word, excel and power point; Shorthand speed of 80 words per minute in English or in Hindi as required

2.	Driver	01	i) Ability to read and write: Hindi & English Languages; ii) Must possess a valid driving licence for motor car; iii) Two years' driving experience and Knowledge of Motor mechanism.
3.	Technicians (As per requirement)	02	Certificate from Industrial Training Institute Certificate in the requisite trade with two years experience; or Experience of 10 years in the respective trade.
4.	Office Assistant	03	Graduate preferably in science with good working knowledge of computer in MS Word, Excel and Power Point.
	Semi-Skilled		
5.	Multi-Tasking Staff	03	i) Shall have passed Xth Standard (Matriculate) ii) Shall be able to read and write Hindi and English.
6.	Room Boys for Hostel	03	i) Shall have passed Xth Standard (Matriculate) ii) Desirable – able to understand and communicate in basic English.

6.2 The above mentioned requirement of manpower may increase or decrease during the period of contract.

6.3 NITS would adopt suitable means of selection for assessing functional suitability of the personnel to be provided by the contractor. Therefore, contractor would be required to offer at least twice the number of personnel to be deployed for enabling selection by NITS (BIS). Skilled personnel shall be utilized for providing any services under skilled category, if he has acquired the necessary qualification or skill, as per requirement of the Bureau.

6.4 The Contractor shall also ensure that for different services, only such smart intelligent, experienced and with specific qualifications are deployed in Bureau's premises who can cater to the requirements of Bureau's standards, failing which it shall be liable for Contractor to provide replacement immediately.

7. Contractor's Obligation

7.1 The Contractor shall provide manpower services at Bureau's premises as per Clause 6 which may be amended from time to time by the bureau during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Bureau from time to time.

7.2 Bureau shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise. However, the Contractor has no right to remove any personnel without prior intimation and approval of the Bureau, emergencies, exempted.

7.3 The Contractor shall exercise adequate supervision to ensure performance of Manpower services.

7.4 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

7.5 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Bureau.

7.6 In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Bureau, in addition to forfeiting of the Performance Security.

7.7 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Bureau shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the performance security or may be demanded from him to be paid within seven days to the credit of the Bureau.

7.8 The Bureau reserves the right to monitor the clock-in time and clock-out time for the Contractor's employees as well as to give working instruction directly to the contractor's employees if in the opinion of the Bureau this is necessary.

7.9 The Supervisor, who has sound knowledge and experience in manpower services, shall be the person in-charge of daily operation of manpower services responsible with the Bureau. These personnel shall be strong in supervisory and communication skill, initiative, enthusiastic and reliable. The Supervisor may be required to perform his duties outside the normal working hours at the Contractor's own cost.

7.10 All manpower supplied by the contractor should be observant keen, alert, willing and pleasant. Adequate training for the effective, respective jobs shall be provided by the Supervisor to guarantee a high standard of work.

7.11 Unless written consent is given by the Bureau, the Contract or any part, share, or interest in it, must not be transferred or assigned by the Contractor, directly or indirectly to any persons whomsoever.

7.12 The contractor's employees must observe all reasonable instruction of the Bureau.

7.13 The Bureau shall have power to vary the work reasonably described in the Specifications and Service Schedule and no variation shall void this contract.

7.14 All services performed under this contract shall be subject, before payment, to inspection by the Bureau who may withhold payment when in his opinion any service has not been performed in accordance with the requirements of the contract. Payment for services will be made monthly in arrears by the Bureau only if the services have been performed to the satisfaction of the Bureau.

7.15 The contractor shall be solely liable for and shall indemnify the Bureau in respect of any liability, loss, claim or proceeding whatsoever, arising under any legislation or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the work whether or not due to his negligence and shall effect adequate insurance cover in respect of such risks and shall furnish the Bureau with a copy of the insurance policy.

7.16 The Bureau has the right to verify the mandatory educational/technical qualifications, age-proof and experience certificates in respect of the manpower provided by the contractor in respective category, and reject them for suitable replacement if they found not fulfilling the requirement of the Bureau

Contractor's Obligations with respect to the staff provided

7.17 The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel of the Contractor only and the Bureau shall not in any manner be liable and all statutory liabilities (such as ESI & EPF etc.) as shall be paid by the contractor.

7.18 The Contractor shall submit to Bureau the complete details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

7.19 The wages/salary of the personnel deployed by the contractor in BIS shall be made credited directly in the Bank Account of the individual. The contractor shall submit a proof of the same to the Bureau.

7.20 The Contractor shall produce to the Bureau the details of payment of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

7.21 The contractor shall cover its personnel for personal accident and death whilst performing the duty and the Bureau shall own no liability and obligation in this regard.

7.22 The Contractor after setting antecedents verified from police authorities shall issue identity cards/identification documents to all its personnel who will be instructed by the Contractor to display the same. The Bureau has the right to inspect the performance of the personnel deployed by the contractor and order for replacing them if the performance is not satisfactory.

7.23 The personnel of the Contractor shall not be the personnel of the Bureau and they shall not claim and salary or allowances, compensation, damages or anything arising out their deployment/duty under this contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

7.24 The Contractor shall also provide all benefits statutory or otherwise to its personnel and the Bureau shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax and Minimum Wages Laws, Contractor Labour (Regulations Abolition Act) or any other law in force.

7.25 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.

7.26 The Contractor shall submit to Bureau a copy of wages sheet showing monthly wages paid to its personnel.

7.27 The Contractor shall not deploy any person below the age of 18 years old and more than 45 years old. Manpower engaged for the purpose shall be pre-trained and experienced in requisite field.

7.28 The Contractor shall provide uniform to Room Boy and Multi-Tasking Staff.

8. Payment Terms

8.1 The payment towards the services will be made by the Bureau directly to the Contractor on receipt of bill on completion of month. The rates quoted shall be exclusive of any service tax 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 Minimum Wages. Bureau will not pay wages to the contractor for the period of absence of, if any individual/personnel provided for by the contractor.

8.2 Bills for services provided under this contract shall be prepared in duplicate by the Contractor immediately after the completion of month and accepted by the Bureau. The payment of bills and other claims arising out of the contract will be made by Account Payee Cheque drawn in the name of the Contractor/credited directly in Bank Account of the Contractor. The payment will be subject to the provisions of the Income Tax Act, 1961 i.e., Tax will be deducted at source with cess/surcharge, at the prevailing rates, from the gross amount of each bill submitted.

8.3 The Bureau reserves the rights to retain and set off against any sum which may be from time to time due to the Contractor under any claim, which the Bureau may have under this or any other Contract/Agreement.

8.4 The payment shall be made by the following formula with relevant changes 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.

Formula: Wages payable to individual =

[Total Monthly Wages as above / Total No. of days in the month] x No. of working days in the particular month by the individual.

9. Imposition of fines / penalty

9.1 The Contractor shall disburse wages to its deployed Manpower inclusive of DA, if any, latest by 7th of every month, failing which penalty of Rs.500/-per day will be imposed upto 15th of the month and the contract shall be liable to be terminated. Performance Security is liable to be forfeited and Bank guarantee encashed. The Bureau will have the power to appoint any other contractor for the manpower services at the risk and cost of the Contractor.

9.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Bureau, it will be brought to the notice of Contractor by the Bureau and if no action is taken immediately, penalties will be imposed by invoking penalty clause as mentioned below and the amount of penalty shall be deducted from the bills of the contractor for the same month.

SI No.	Aspects of Unsatisfactory Work	Penalty
i)	Workers perform unsatisfactory performance for the job assigned	Rs 500/- per day per person
ii)	Late attendance or early going or unauthorized absence	Rs 1000/- per day per person
iii)	Workers' misbehavior and unruly activities	Rs 1000/- per day per person
iv)	Non-provisioning of substitute by the contractor for absent personnel	Rs. 1000/- per day per person

10. Indemnity:

10.1 The Contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

10.2 The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights and labour issues etc. or such other statutory infringements.

11. Suspension of Contract

11.1 The Bureau shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours notice in writing to the Contractor for breach of any of the terms and conditions of this Contract for insufficient service or misconduct of the Contractor as to which the decision of the Bureau shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.

11.2 An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

- (a) In the opinion of the Bureau, the Contractor has repudiated the Contract,
- (b) Without reasonable excuse has failed to provide manpower or Services in accordance with this Contract within the time stipulated for completion;
- (c) Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
- (d) Delays in providing manpower beyond a period of 30 days from the scheduled date.

- (e) If the Contractor is in breach of any law or statute governing to provide manpower services;
- (f) The Contractor, in the judgement of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
- (g) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
- (h) The Contractor becomes insolvent;
- (i) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
- (j) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
- (k) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Bureau.

12. Termination by the Bureau

12.1 It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 15 days notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

13 Contractor's right to terminate

13.1 If the Contractor decides to terminate the Contract before the end of contract period, the Contractor has to give an advance intimation of at least 60 days. If the Contractor terminates the agreement without prior notice of 60 days, then the entire security deposit will be forfeited.

14 Force Majeure Clause

14.1 If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final.

15 Corrupt or Fraudulent Practices

15.1 The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:

(a) **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

(b) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.

15.2 The Bureau will reject a proposal for award, if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; The Bureau will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a period of 24 months from the date of declaring the contractor ineligible if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.

16 Confidentiality

The Contractor shall not divulge or disclose proprietary knowledge obtained while providing manpower and services under this Contract to any person, without the prior written consent of the Bureau.

17 Publicity

Any publicity by the Contractor in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.

18 Disputes & Arbitration

18.1 The Bureau 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. If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in Schedule-4. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

19 Mode of serving Notice

19.1 Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

19.2 All notices shall be issued by the authorized officer of the Bureau unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

20 Governing language

20.1 Governing language for the entire contract and communication thereof shall be English only.

21 Law

The contract shall be governed and interpreted under Indian Laws.

22 Legal Jurisdiction

22.1 No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Uttar Pradesh only.

23 Stamp duty:

23.1 The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

SCHEDULE -3

BLANK PAGE

SCHEDULE – 4: SPECIFICATION & ALLIED TECHNICAL DETAILS

- 1. Proposed validity of the contract** – Three years. However, the contract will be reviewed and extended after every year subject to the satisfactory services of the firm and on the mutual consent of both the parties.
- 2. Availability of Tender Documents:**
 - a) Place:** NITS, A-20-21, Institutional Area, Sector 62, Noida, UP and BIS website: www.bis.org.in and www.eprocure.gov.in
 - b) Period:** 25 February 2016 to 17 March 2016
- 3. Pre-bid Conference:** 1500 h on 03 March 2016 (Thursday) in the office of Head(NITS), NITS, A-20-21, Institutional Area, Sector 62, Noida, UP
- 4. Opening of Bids:** Technical Bids shall be opened at 1500 h on 17 March 2016 (Thursday) in the office of the Head(NITS), NITS, A-20-21, Institutional Area, Sector 62, Noida, UP. Date of opening of financial bid shall be decided after technical evaluation of the bid.
- 5. Method/manner for Submission of Bids** – An envelope super-scribing **Tender for Manpower Services** at NITS, Bureau of Indian Standards having two envelopes containing “Technical Bid” and “Financial Bid” must bear the name & address of the party and shall be addressed to “Head (NITS), NITS, A-20-21, Institutional Area, Sector 62, Noida, Uttar Pradesh by 1400 h on 17 March 2016 (Thursday)
- 6. Earnest Money Deposit:** Rupees Fifty Thousand (Rs. 50,000/-)
- 7. Performance Security Deposit:** 10% of the total annual value of the award of contract.
- 8. Validity of Bids:** 90 days from opening of financial bid.
- 9. Authorized Officer on behalf of the Bureau for this tender/contract:** Head(NITS)

SCHEDULE – 5: FINANCIAL BID

(To be submitted in Financial Bid envelope)

Head(NITS)
NITS, A-20-21, Institutional Area,
Sector 62, Noida, UP
Sir,

With reference to your tender enquiry dated _____ for providing Manpower Services at NITS, Bureau of Indian Standards, Noida, I/We quote the rates as given below:

Table-‘A’

Sl. No.	Category	Tentative Requirement	Quoted Amount per person per Month (in figures)	Amount quoted per person per month (in words)
1.	<u>Skilled Category</u> For providing services of Stenographers, Driver, Technician, Office Assistants	08		Rupees _____ _____ _____ only
2.	<u>Semi-Skilled Category</u> Multi Tasking Staff, Room Boys	06		Rupees _____ _____ _____ only
3.	<u>Unskilled Category</u>	Nil		Rupees _____ _____ _____ only

I/We have read the tender document and understood all the terms and conditions for providing manpower services as indicated in the **Schedule-2** of the tender document.

Signature: _____

Date: _____

Name: _____

Address: _____

SCHEDULE – 5 (Continued)

TABLE-‘B’

Sl. No.	Particulars	Skilled	Semi-Skilled	Unskilled
1.	Basic Minimum Wages including VDA per person (As per Government of Uttar Pradesh.			
2.	ESI			
3.	EPF			
4.	EDLI			
5.	Gratuity/Terminal Benefits			
6.	Bonus			
7.	Uniform and Washing Allowance			
8.	Cost per Head (A)			
9.	Profit/Service Charges per head per Month (B) (in terms of fixed amount and not in terms of %)			
10	Total Cost per Head month (A) + (B)			

Signature: _____

Date: _____

Name: _____

Address: _____

SCHEDULE - 6: CONTRACT FORM

AGREEMENT

THIS AGREEMENT made on this _____ day of _____ 2016 between M/s _____ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the National Institute of Training for Standardization (NITS), A-20 & 21, Institutional Area, Sector-62, Noida-201307 of Bureau of Indian Standards (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a service provider.

AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to hire manpower services; therefore, invited bids through Open or Advertised Tender enquiry dated _____

WHEREAS the Contractor (successful bidder) submitted his bid vide _____ in accordance with the bid document and was selected as 'successful bidder' pursuant to the bidding process and negotiation on contract prices, awarded the 'Letter of Acceptance' (LoA) No. _____ to the Contractor on _____.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in **"Schedule-2 (Conditions of Contract) of Tender Document"**. (To be inserted)

(Signature of Contractor/
Authorized Representative)
Name _____

Designation _____

Address _____

Seal of the Firm/Company

Witness:

(Signature)

Name of Witness _____

Address _____

(Signature of Authorized Officer of the Bureau)

Name _____

Designation _____

Address _____

Seal of the Bureau

Witness:

(Signature)

Name of Witness _____

Address _____

SCHEDULE - 7: OTHER STANDARD FORMS, IF ANY, TO BE UTILIZED BY THE BIDDERS

1.	Annexure-1	FORM OF BANK GUARANTEE BOND (To be submitted by the bidder as Earnest Money and by successful bidder as performance security as applicable)
2.	Annexure-2	DETAILS TO BE FURNISHED BY THE BIDDERS (To be submitted by all the bidders in the envelope containing the technical bid.)
3.	Annexure-3	DETAILS OF THE SIMILAR TYPE OF SERVICES PROVIDED BY THE BIDDER DURING LAST 3 YEARS (To be submitted by all the bidders in the envelope containing the technical bid.)
4.	Annexure-4	DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS (To be submitted by all the bidders in the envelope containing the technical bid.)

Annexure –1 of Schedule 7

FORM OF BANK GUARANTEE BOND

1. In consideration of Bureau of Indian Standards (hereinafter called 'The BUREAU') having agreed to exempt _____

(hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated _____ made between

_____ and _____ for

_____ (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____

Only) we, _____ (hereinafter referred to as 'the bank') (indicate the name of the bank) at the request of _____ [(Contractor (s) do hereby undertake to pay the Bureau an amount not exceeding Rs. _____ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

We _____ do hereby undertake to
(indicate the name of the bank)

pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We, undertake to pay to the Bureau any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.

4. We, _____ further agree that the Guarantee herein contained (indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau (General Service Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

5. We.....further agree with the Bureau that the Bureau shall(indicate the name of Bank)have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bureau against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

We, lastly undertake not to revoke this guarantee during (indicate the name of bank) its currency except with the previous consent of the Bureau in writing.

Dated the..... day of20

For

(indicate the name of bank)

Annexure–2 of Schedule 7**DETAILS TO BE FURNISHED BY THE BIDDERS**

1. Name of the Firm/Company:
2. Class of Registration with validity date:
3. Value of Registration:
4. Address for Communication:
5. Telephone No.:
6. E-mail:
7. Details of Proprietor/Partner/Director

Name	Address	Qualification and Experience

8. Annual Turnover of the Firm/Company during previous three Financial Years (Certified copies of audited Balance Sheet to be submitted):

Financial Year	Annual Turnover (Rs)	Copies of audited Balance Sheet enclosed (Yes/No)
Previous Financial Year (Y-1)		
2nd Previous Financial Year (Y-2)		
3rd Previous Financial Year (Y-3)		

9. PAN, TIN Number of the Firm/Company :
10. Service Tax Registration No.:
11. EMD Draft Number/Date & Name of the Bank:

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Name and Signature of the Firm/Company

Seal of the Firm/Company

Dated:

Place:

Annexure –3 of Schedule 7

Details of the similar type of Services provided by the Bidder during last 3 years

Name of the Bidder:

Year	Name and Type of services provided	Name & Address of the Client	Value of Contract	Remarks
2015-16 (Till Date)				
2014-15				
2013-14				

Note: - The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company

Annexure—4 of Schedule 7

Declaration regarding black-listing and/ or litigations

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partners/directors anywhere in India.

Date the day of 201

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company