

निविदा आमंत्रण सूचना

हमारा संदर्भ : पीटीबीओ/प्रशासन-1(जनशक्ति)/2019

दिनांक : 05.02.2019

1. भारतीय मानक ब्यूरो, पटना शाखा कार्यालय, पाटलिपुत्र औद्योगिक प्रांगण, पटना 800013 अपने कार्यालय एवं प्रयोगशाला के लिए द्विबोली प्रणाली (तकनीकी बोली एवं वित्तीय बोली) के तहत योग्य बोलीदाताओं से “किराए पर जनशक्ति सेवाएँ” के लिए ऑनलाइन बोलियाँ आमंत्रित करता है। किसी भी अन्य पद्धति से प्राप्त (फैक्स/पोस्ट/ईमेल इत्यादि) बोलियों को स्वीकार नहीं किया जायेगा।
2. निविदा दस्तावेज़ भारतीय मानक ब्यूरो के वेब साइट <http://www.bis.gov.in> (for reference only) and Central Public Procurement Portal (CPPP) site <https://www.eprocure.gov.in/eprocure/app> से नीचे दिए गए महत्वपूर्ण तिथियों की सूची के अनुसार डाउनलोड किया जा सकता है।

CRITICAL DATE SHEET

Published Date	05.02.2019 12.00 hrs
Bid Document Download	05.02.2019 14.00 hrs
Pre bid meeting	15.02.2019 15.00 hrs
Bid Submission Start Date	16.02.2019 10.00 hrs
Bid Submission End Date	23.02.2019 16.00 hrs
EMD submission date and time	04.03.2019 17.00 hrs
Technical Bid Opening Date	05.03.2019 11.00 hrs
Financial Bid Opening Date	Will be notified later after evaluation of Technical Bid

3. निविदा की वैधता अवधि : वित्तीय बिड खुलने की तिथि से 90 दिनों तक।
4. धरोहर राशि जमा : ₹ 20000.00 (बीस हजार रुपये मात्र)। धरोहर राशि बैंक ड्राफ्ट के रूप में भारतीय मानक ब्यूरो के पटना कार्यालय में निर्धारित तिथि एवं समय तक जमा करना है।
5. कार्यकारिता सिक्यूरिटी राशि : संविदा की मंजूरी की कुल वार्षिक राशि का 5% (पांच प्रतिशत)
6. निविदा दस्तावेज में दर्शाए गए तरीके से निविदा दस्तावेज निविदा जमा करने की अंतिम तिथि या उससे पूर्व ऑनलाइन जमा करना है।
7. निविदाकार वांछित अहर्ता पूरा किये जाने की स्थिति में सुरक्षा कर्मी एवं अन्य जनशक्ति, दोनों या किसी एक (सुरक्षा कर्मी या अन्य जनशक्ति) के लिए निविदा कर सकते हैं।
8. ब्यूरो कोई कारण बताये बिना किसी बोली या सभी बोलियों को रद्द करने का अधिकार सुरक्षित रखता है।

अनुभाग अधिकारी

NOTICE INVITING TENDER

Ref: PTBO/Admin.-1(Manpower)/2019

Date: 05.02.2019

1. Bureau of Indian Standards, Patna Branch Office, Patliputra Industrial Estate, Patna 800 013 invites **online tenders under two bid system (Technical and Financial bids)** for hiring of Manpower Services for its office and laboratory building located at Patliputra Industrial Estate, Patna 800 013 from eligible firms/companies for providing **“Hiring of Manpower Services”**. **Bids submitted by any other mode (fax/post/email etc.) shall not be accepted.**
2. **Tender documents can be downloaded from BIS web site <http://bis.gov.in> (for reference only) and Central Public Procurement Portal (CPPP) site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.**

CRITICAL DATE SHEET

Published Date	05.02.2019 12.00 hrs
Bid Document Download	05.02.2019 14.00 hrs
Pre bid meeting	15.02.2019 15.00 hrs
Bid Submission Start Date	16.02.2019 10.00 hrs
Bid Submission End Date	28.02.2019 16.00 hrs
EMD submission date and time	04.03.2019 17.00 hrs
Technical Bid Opening Date	05.03.2019 11.00 hrs
Financial Bid Opening Date	Will be notified later after evaluation of Technical Bid

3. **Validity of Bids:** 90 days from the date of opening of financial bid.
4. **Earnest Money Deposit:** Rs. 20,000/- (Rupees twenty thousand only). EMD will be deposited in the form of Demand Draft on or before the stipulated date and time in Bureau's Patna Office.
5. **Performance Security deposit:** 5% (five percent) of yearly value of contract.
6. **The bid can be submitted online in the manner indicated in the tender document on or before bid submission end date.**
7. **The bidder may submit their bid, according to their eligibility, either for security personnel or for other manpower or for both categories.**
8. **The Bureau reserves the right to reject any or all the bids without assigning any reason.**

SECTION OFFICER

BUREAU OF INDIAN STANDARDS
Patna Branch Office, Patliputra Industrial Estate, Patna 800 013

TENDER DOCUMENT

Our Ref: PTBO/Admin.-1(Manpower)/2018

Dated:

Bureau of Indian Standards, Patna Branch Office, Patliputra Industrial Estate, Patna 800 013 invites bids, under two bid system (Technical bid and Financial bid) for hiring of Manpower Services for its office and laboratory building located at Patliputra Industrial Estate, Patna 800 013 from eligible bidders as per the details given below:

Sl. No.	Job Description	Category	Requirement
1.	Technician	Skilled	02
2.	Security Guards	Semi Skilled	03
3.	Multi Tasking Staff (MTS)	Semi Skilled	02
4.	Coffee-cum-Tea Maker	Semi Skilled	01
5.	Sweepers	Unskilled	02

Eligibility –

- a) The bidder should have valid license issued under Contract Labour (Regulation & Abolition) Act 1970 for deploying personnel.
- b) Should have minimum 3 years experience in providing manpower services.
- c) Should have minimum Rs.50,00,000.00 annual turnover in providing similar services.
- d) Should have valid PAN, registration with EPF Organization and ESIC, GST Department.
- e) Should not be blacklisted by any other Departments/Ministries etc. (Declaration in prescribed proforma should be attached) (Annexure-4)
1. **Proposed validity of the rate contract:** Three years.
2. **Availability of Tender Documents:** Tender documents can be downloaded from BIS web site <http://bis.gov.in> (for reference only) and Central Public Procurement Portal (CPPP) site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET i.e. from 05.02.2019 (Tuesday) 12.00 hrs.

Period of submission of Tender: 16.02.2019 (Saturday) 10.00 hrs to 28.02.2019 (Thursday) 16.00 hrs.

4. **Pre-bid Conference: 15.02.2019 (Friday) at 1500 hrs.**
5. **The bidder may submit their bid, according to their eligibility, either for security personnel or for other manpower or for both categories.**
6. **Opening of Bids:** Technical Bids shall be opened on 05.03.2019 (Tuesday) at 11.00 hrs.
7. **Method/manner for Submission of Bids:**
The bids can only be submitted online in the manner indicated in the tender document on or before bid submission end date.
8. **Earnest Money Deposit (EMD):** EMD of Rs. 20,000/- (Rupees twenty thousand only) will be deposited in the form of Demand Draft issued in favour of Bureau of Indian Standards payable at Patna on or before the stipulated date and time in Bureau's Patna Office.
9. **Performance Security Deposit:** 5% of the total annual value of award of the contract.
10. **Validity of Bids:** 90 days from opening of financial bid.
11. **The Bureau reserves the right to reject any or all the bids without assigning any reason.**

Section Officer

TENDER DOCUMENT

SCHEDULE - 1: INSTRUCTIONS TO BIDDERS

1. Notice inviting Bids:

1.1 Online Bids, under two bid system (Technical bid and Financial bid), are invited by the Bureau of Indian Standards (BIS), Patna 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 Tender documents can be downloaded from the website of the Bureau www.bis.gov.in and www.eprocure.gov.in.

2.2 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.

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

2.4 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:

3.1 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: 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 its opening.

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 in favour of Bureau of Indian Standards, Patna or a Bank Guarantee as per format indicated in Annexure-1

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 by 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 contract or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

7. Eligible Bidders

(i) Should have a valid license holding Contract Labour (Regulation & Abolition) Act, 1970 for deploying the personnel to provide the Manpower Services and Security Services in Patna, Bihar.

(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 card issued by the Income tax Department and also registered with Employees Provident Fund Organization and Employees State Insurance Corporation, GST Department (attested copies have to be attached).

(iv) Should have minimum turnover of Rs.50.00 lakh (fifty lakh) 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 Depts. /Ministries of the Govt. of India/State 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 GST, 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 of ESI, PF, Gratuity, Bonus, Substitutes. It shall also include cost of training, uniforms and supervision of manpower supplied etc. Total Consolidated monthly amount (including Minimum Wages notified by Central Government, 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 Rates quoted shall be valid for a period of one year. However, on revision of minimum wages by Govt. of India 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 Bids will be uploaded online as per the tender notice on or before the specified date.

9.2 E-mail, post or fax offers will be rejected.

10. Last Date for Submission

10.1 Online Bids as per the tender notice shall be submitted by the bidders on or before the specified date. Bids received after stipulated date will not be considered and summarily be rejected.

11. 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 prescribed for submission of offer.

12. Contents of Bid Document

- I. Online Bids are invited in two-bid system (Technical bid and financial bid).
- II. The technical bid shall contain the following documents:
- III. 12.3 Two envelopes containing Technical and Financial Bid shall be uploaded.

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

- a. Signed and scanned copy of list of all the documents enclosed;
- b. Signed and scanned copy of the EMD as indicated in clause 6.1 above.
- c. Signed and scanned copy of the valid license issued for deploying the personnel to provide the Security and Manpower Services in Patna from the relevant authorities;
- d. Signed and scanned Copies of last three years Income Tax Returns and Service Tax/GST Returns filed with the concerned Authorities;
- e. Signed and scanned copies of Details of the firm/company(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)**;
- f. In case of a firm, each partner or power of attorney holder shall sign the Bid. Signed and scanned 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;
- g. Signed and scanned copies of documents shall be uploaded by the bidders.
- h. Signed and scanned copy of statement showing the magnitude of Work/Service done in the last three (3) years **(Annexure-3 of Schedule 7)**;
- i. Signed and scanned copy of declaration regarding black-listing and/ or litigations **(Annexure-4 of Schedule 7)**

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 initialled on each page and signed by the Bidder at prescribed places of the Bid. The instructions contained in clause 8 may please be noted.

a) Schedule of price bid in the form of BOQ_XXXX .xls

b) Financial Bid :The columns of Financial sheet must be filled in properly.

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) 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 shall be rejected.**

14. Opening of Bid

14.1 The Bid received in time as 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. Short listing of Bidders

15.1 The Bureau will short-list technically qualifying Bidders and Financial Bids of only those Bidders, who qualify in technical bids, will be opened at a date and time notified by the Bureau.

16. Opening of Financial Bids

16.1 The Bureau shall open Financial Bids, on the scheduled time and date, and the rates quoted by the bidder in price schedule (**Schedule-5**) shall then be read out.

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.1000/. 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 Definition

- 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 established under the Bureau of Indian Standards Act, 2016.
- 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) **‘Deputy Director General’** shall mean the Deputy Director General of the Eastern Region 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.
- xiii) **‘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.
- xiv) **‘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.
- xv) **‘Tender’** means formal invitation by the Bureau to the prospective bidders to offer fixed price for Hiring of Manpower Services.
- xvi) **‘Time for Completion’** means the time for completing the supply and passing the Tests of the Goods or any part thereof as stated in the Contract calculated from the Commencement Date.

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 'Patna' or a Bank Guarantee as per format indicated in Annexure-1.

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 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:

1. The Agreement
2. Minutes of pre-bid meetings, clarifications
3. The Conditions of Contract
4. Tender Notice and Tender Document
5. Letter of Acceptance.
6. Any other correspondence exchanged between the parties in connection with the contract
7. 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 contractor shall provide efficient manpower services at BIS, Patna Branch Office, Patliputra Industrial Estate, Patna 800 013 and the requirement of manpower is as under:

Sl.No	Description	Catagory	Manpower Requirements	Age limit	Minimum Qulaification/ Experience & desirable.
01	Technician	Skilled	02	18 to 45 years	Matric or equivalent and a certificate from ITI in the trade of Fitter/ Carpenter /Cement gauging for testing work. Two years practical experience in the respective trade after having obtained the ITI Certificate is desirable.
02	Security Guards	Semi Skilled	03	18 to 45 years	10 th Pass. Must have knowledge of reading & writting English & Hindi. Knowledge of working as security guard. Should be physically fit. Preference will be given to ex-servicemen.
03	Multi Tasking Staff (MTS)	Semi Skilled	02	18 to 45 years	10 th Pass. Must have knowledge of reading & writing English & Hindi.
04	Coffee cum Tea Maker	Semi Skilled	01	18 to 45 years	Should not have any skin or infectious desease.
05	Sweepers	Un-Skilled	02	18 to 45 years	Should have knowledge of cleaning and sweeping, etc.

6.2 The above mentioned requirement of manpower may increase or decrease during the period of contract/before finalization of tender process.

6.3 The deployed personnel to be hired from Contractor shall be deployed at BIS, Patna Branch Office and laboratory.

6.4 The Contractor shall also ensure that, 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 the personnel removed who is considered to be undesirable or otherwise.

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 information shall be supplied immediately as required and regular meetings will be held with the Bureau.

7.6 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF, etc.) 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 and other legal actions may be necessary.

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 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 employee as well as to give working instruction directly to the contractor's employee if in the opinion of the Bureau this is necessary.

The Supervisor, who has sound knowledge and experience in manpower services, and shall be the person in-charge of daily operation of manpower service responsible for reporting to with 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.

7.9 The manpower supplied by the Contractor should be observant keen, alert, efficient, willing and pleasant. Adequate training for the respective job shall be provided by the Supervisor to guarantee a high standard of work.

7.10 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.

7.11 The contractor's employee must observe all reasonable instruction of the Bureau.

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

7.13 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.

7.14 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.

7.15 The Bureau has the right to verify the mandatory educational; age-proof and experience certificates in respect of the manpower provided by the contractor and reject him for suitable

replacement if they found not fulfilling the requirement of the Bureau. Contractor's Obligations with respect to the staff provided.

7.16 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.

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

7.18 The wages/salary of the personnel deployed by the contractor in BIS shall be credited directly in the Bank Account of the individual by 7th day of the month even if the payment against contractor's bill is delayed by the employer due to any reason. The contractor shall submit a proof of the same to the Bureau every month.

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

7.20 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.

7.21 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.

7.22 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. The contractors shall provide past deployment details of the personnel provided to Bureau and Bureau shall be at a liberty to verify the details if felt necessary.

7.23 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.

7.24 The Contractor shall provide minimum of two sets each of summer and winter Uniform and its maintenance to its personnel at its own cost and shall ensure that the personnel so deployed wear neat, clean uniform while on duty at Bureau.

7.25 The Contractor shall submit to Bureau a copy of wages sheet showing monthly wages paid to its personnel with the monthly bill.

7.26 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.

7.27 The contractors shall ensure that personnel provided by them do not get involved in unauthorized possession of documents or other information from Bureau in hardcopy form or softcopy form and also transfer of any information to any outside party without authorization.

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 GST 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. 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/online 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.

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 up to 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 up to 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 for the penalty shall be deducted from the bills of the contractor from the same month.

Sl. No.	Description of Work	Penalty
1	Found on duty without proper uniform	Rs.50/- per day per person.
2	Late attendance and early going	Half Day salary will be deducted.
3	Not found at the place of duty	Will be considered as absent & deducted half day salary from his/her salary.
4	Negligence of duty	Half Day salary will be deducted.

9.3 In case the Contractor fails to fulfill the minimum statutory requirements (ESI/EPF/etc.) 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.

9.4 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 manpower, the Bureau shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the contractor or that may become due to the contractor 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.

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 labor 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 labor issues etc. or such other statutory infringements.

11. Cancellation/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 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 charge 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 15 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 judgment 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 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 Deputy Director General

of Western Region 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

16.1 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

17.1 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 sole Arbitrator appointed by the Director General, Bureau of Indian Standards whose decisions shall be final and binding upon both the parties. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall be applicable.

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 Hindi or English only.

21 Law

21.1 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 Patna only.

23 Stamp duty:

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

SCHEDULE – 3
SCHEDULE OF REQUIREMENTS

1. Services to be procured under the Rate Contract : Manpower (Technician/Security Guards/Multi Tasking Staff/Coffee cum Tea Maker/Sweepers)

2. Specifications of Services

Sl. No.	Job Description	Category	Requirement
1	Technician	Skilled	02
2	Security Guards	Semi Skilled	03
3	Multi Tasking Staff (MTS)	Semi Skilled	02
4	Coffee cum Tea Maker	Semi Skilled	01
5	Sweepers	Un-Skilled	02

3. Penalties for Deficiency in Services

4. Imposition of fines / penalty

4.1 The Contractor shall disburse wages to its deployed manpower inclusive of all payables, latest by 7th of every month, failing which penalty of Rs.500/- per day will be imposed up to 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.

4.2 Whenever and wherever it is found that the assigned work is not performed up to 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 for the penalty shall be deducted from the bills of the contractor from the same month.

Sl. No.	Description of Work	Penalty
1	Found on duty without proper uniform	Rs.50/- per day per person.
2	Late attendance and early going	Half Day salary will be deducted.
3	Not found at the place of duty	Will be considered as absent & deducted half day salary from his/her salary.
4	Negligence of duty	Half Day salary will be deducted.

4.3 In case the Contractor fails to fulfill the minimum statutory requirements (ESI/EPF,etc.) 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.

4.4 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 manpower, the Bureau shall make deductions at double the rate of hiring rate on prorated basis from the bills preferred by the contractor or that may become due to the contractor 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.

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:

Tender documents can be downloaded from **BIS web site <http://bis.gov.in> (for reference only) and Central Public Procurement Portal (CPPP) site <https://eprocure.gov.in/eprocure/app>** as per the schedule as given in CRITICAL DATE SHEET i.e. from 02.02.2019 (Saturday) 10.00 hrs.

3. Period of submission of Tender: 16.02.2019 (Saturday) 10.00 hrs to 23.02.2019 (Saturday) 16.00 hrs.

4. The bidder may submit their bid, according to their eligibility, either for security personnel or for other manpower or for both categories.

5. Opening of Bids: Technical Bids shall be opened on 01.03.2019 (Friday) at 15.00 hrs. Date of opening of financial bid shall be decided and notified after technical evaluation of the bid.

6. Method/manner for Submission of Bids – : The bids can only be submitted in the manner indicated in the tender documents on or before bid submission end date.

7. Earnest Money Deposit: Rs.20,000.00 (Rupees twenty thousand only). EMD will be deposited in the form of Demand Draft on or before the stipulated date and time in Bureau's Patna Office.

8. Performance Security Deposit: 5% of the total annual value of the award of contract.

9. Validity of Bids: 90 days from opening of Financial bid.

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

SCHEDULE – 5 FINANCIAL BID
(To be submitted Online)

Sl.No.	Item description	Quantity	Units	Minimum wages as per GOI notification	Variable DA	Agency Service charge and/orAdministrative charge*	ESI	EPF	GST	Any other govt. taxes	Total Amount
1.	Technician (Skilled)	02	Nos.								
2.	Security Guards (Semi Skilled)	03	Nos.								
3.	Multi Tasking Staff (MTS) (Semi Skilled)	02	Nos.								
4.	Coffee cum Tea Maker (Semi Skilled)	01	No.								
5.	Sweepers (Unskilled)	02	Nos.								
	Total in Figures										
	Quoted rate in words										

***The bids with NIL/impractical/negligible/nominal agency/administrative charges will be rejected.**

SCHEDULE - 6: CONTRACT FORM

AGREEMENT

THIS AGREEMENT made on this _____ day ofbetween 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 Bureau of Indian Standards, Patliputra Industrial Estate, Patna 800 013 (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 purchase _____ on rate contract basis, therefore, invited bids through Open or Advertised / Limited / Single 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"**.

(Signature of Contractor/
Authorized Representative)
Name _____
Designation _____
Address _____

Seal of the Firm/Company

(Signature of Authorized Officer of the
Bureau)
Name _____
Designation _____
Address _____

Seal of the Bureau

Witness:
(Signature)
Name of Witness:
Address:

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.)
5	Annexure-5	ANNEXURE TO AGREEMENT (Job Schedule of Skilled/Semi Skilled/Un-skilled Manpower)
6	Annexure-6	Instructions for Online Bid Submission

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/Partners/Directors

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 audit Balance Sheet enclosed (Yes/No)
Previous Financial Year (Y-I)		
2nd Previous Financial Year (Y-2)		
3rd Previous Financial Year (Y-3)		

9. PAN, TIN Number of the Firm/Company :
10. GST 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 Client	Value of Contract	Remarks
2015-2016				
2016-2017				
2017-2018				

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.

Dated the day of 2018

Signature of Bidder:

Name & Address of Bidder:

Seal of the Firm/Company

Annexure-5
ANNEXURE TO AGREEMENT

(JOB SCHEDULE OF SKILLED/SEMI SKILLED/UN-SKILLED MANPOWER)

Engagement of an Agency for Supply of Manpowers at:

Bureau of Indian Standards, Patna Branch Office & Laboratory, Patliputra Industrial Estate, Patna 800013.

1. The Contract workers shall be engaged for different miscellaneous jobs as required for day-to-day activities. The timing shall be 0900 hrs. to 1730 hrs on all working days (eight hours shift for security guards) which may extend beyond duty hours in case of exigencies in office work.
2. Arrival and Departure time of Contract workers shall be recorded in Agency's Attendance Register and the same shall be submitted along with monthly bill.
3. The contract workers shall work under instructions of BIS Office In-Charge.
4. Contract workers provided shall be medically fit and between 18 years and 45 years of age.
5. The Agency will provide a Contract worker as required by BIS. Any individual contract worker shall be withdrawn/replaced promptly, if so instructed by BIS.
6. The Agency shall be solely responsible for compliance to provisions of various labour and industrial laws and all statutory obligations such as wages, allowances, compensations, PF, Bonus, gratuity, ESI, etc relating to workers provided to BIS. The Bureau shall have no liability in this regard.
7. The Agency shall make payment of wage to worker engaged by it by the stipulated date irrespective of delay in settlement of its bill by the Bureau for what so ever the reason may be.
8. The Agency shall be solely responsible for any accident/medical/Health related liability/compensation. The Bureau shall have no liability in this regard.
9. The Agency shall follow the instructions given by BIS from time to time.
10. The Agency shall ensure that contract worker provided bear good moral character and do not indulge in theft or pilferage. In the event of any theft or pilferage by the contract worker coming to the notice of the Bureau, such worker will be handed over to the police and Agency will be informed.
11. The Agency shall be fully responsible for monthly payment of wages to the personnel deployed in BIS.
12. The workers provided by the Contractor will not claim to become the Employees of the BIS and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in BIS.
13. The Contractor shall ensure that a substitute is provided if a person is absent.
14. The Contract workers will be subjected to a thorough physical checking while leaving the office.

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

Annexure-6

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender Annexures. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / Annexure and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it, enable Macro in the excel sheet and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Nos. 0120-4200462, 0120-4001002

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