



Open Tender No. : NISER/EM(68)/NIT-Manpower/2016

Dated: 28.07.2016

BID DOCUMENT

For providing highly skilled, skilled, semi-skilled and unskilled manpower for NISER, Bhubaneswar.

Not transferable

Price of Bid Document: ₹1,000/-

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**NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH,
BHUBANESWAR
At/PO-Jatni, Khorda- 752050**

TENDER NOTICE

1. Sealed tenders on behalf of the Director ,NISER, are invited under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies /Firms /Agencies for providing Services of office upkeep and housekeeping for the office of NISER, Bhubaneswar at Jatni Campus for an initial period of one year from the date of contract.

2. Desirous companies/firms/agencies may obtain tender documents w.e.f. **01.08.2016** on request in writing from:

Administrative Officer –III, EM, NISER Campus, Jatni, Khorda.

(On all working days between 10:30 hours and 16:00 hours) on payment of Rs.1,000/- (non-refundable) in cash or Demand draft in the favour of “Finance Officer, NISER” Payable at Bhubaneswar.

3. Tender document can also be downloaded from the NISER web site- www.niser.ac.in. In such cases, the requisite tender document fee/cost i.e. Rs.1,000/- should be enclosed in the form of Account Payee Demand Draft drawn on any Nationalized Banks in favor of “**Finance Officer, NISER**” Payable at Bhubaneswar, at the time of submission of bid document.

4. **Schedule:**

Date & time of issue of Tender Document : **01.08.2016** (Time 10:30 hrs to 16:00 hrs.) to

31.08.2016 (Time 10:30 hrs to 12:30 hrs)

Last date & time for receipt of tenders : **31.08.2016** Time 16:00 hrs.

Date & Time for opening of Technical Bid : **05.09.2016** Time 15:00 hrs.

Date & Time for opening of Financial Bids shall be conveyed to qualified bidders in advance.

Place of opening the Tenders : NISER Academic Building, Bhubaneswar.

Validity of Tenders : 120 days from the date of opening of tenders.

5. The interested Companies/Firms/Agencies may put the tender document complete in all respects along with **Earnest Money Deposit (EMD) of Rs.4,00,000/-** and other requisite documents before last date and time, in the Tender Box kept at above address.

The tenders shall not be entertained after this deadline under any circumstances whatsoever. Late and incomplete tenders will be summarily rejected. No tender by FAX will be entertained.

6. This Office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, NISER shall be final and binding on all in all respects.

GENERAL INSTRUCTIONS FOR BIDDERS

1. NISER, Jatni campus, Khurda requires the services of reputed, well established and financially sound Companies / Firms / Agencies to provide Highly Skilled, Skilled, unskilled and semi-skilled manpower to carry out various jobs in this office.
2. The contract shall be for a period of one year from the date issue of tender. The period of the contract may be extended further, depending on the requirement of NISER or may be curtailed / terminated before the expiry of contract owing to deficiency in service or substandard quality of housekeeping service. Director, NISER however, reserves right to terminate this initial contract at any time after giving one week notice to the selected Bidder.
3. The required manpower should possess requisite skills and qualifications as indicated in the bid form and their responsibilities shall be as mentioned in the bid form. The requirement of man power for the office may increase or decrease during the period of contract.
4. The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing Technical Bid for providing services of office upkeep and housekeeping and Financial Bid for providing services of office upkeep and housekeeping. Both sealed envelopes should be kept in a third sealed envelope titled Tender for providing services of office upkeep and housekeeping to NISER, Bhubaneswar.
5. The Earnest Money Deposit (EMD) of **Rs.4,00,000/-** (Rupees Four lakh only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft / Pay Order from any of the Nationalised Bank drawn in favour of Finance Officer, NISER, Payable at Bhubaneswar, valid for a period of 120 days. Offer not accompanied by earnest money of the requisite amount or without proper validity will be summarily rejected.
6. The successful bidder will have to deposit a Performance Deposit equal to 5% of total cost of the bid on award of the contract, before entering into Agreement. The performance guarantee will be furnished in the form of the Account Payee call receipt/Banker's Cheque/Demand Draft/Pay Order of a scheduled bank drawn in favour of Finance Officer, NISER. The performance security should remain valid for a period of 180 days beyond the date of completion of all the contractual obligations of the supplier.
7. The tendering Companies / Firms / Agencies are required to enclose photocopies of the documents mentioned in the Annexure – IV (Duly attested by Gazetted Officers , along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further :
8. The conditional bids shall not be considered and will be rejected.
9. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or corrections are permitted in the Financial Bid. In such cases, the tender shall be summarily rejected. However, the corrections, if any, in the Technical Bid application must be certified by the person authorized to sign the tender bids.
10. The envelope containing Technical Bid shall be opened first on the scheduled date and time and venue in the presence of the representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at scheduled time. Technical Bids shall be evaluated by the competent authority. Financial bids shall be opened, only for those qualified & eligible bidders who will be

meeting all the requisite criteria in presence of their authorized representatives, at a place date & time, to be intimated later.

11. The competent authority reserves the right to cancel any or all bids without assigning any reason, whatsoever.
12. The bidder shall quote the Qualification & financial bids as per the format enclosed at **Annexure I & II**.
13. **Please note that NISER being an educational institution is exempt from payment of any Service Tax in accordance with Govt. of India, Min. of Fin. Deptt. Of Revenue, CBDT Circular No. 172/7/2013-ST dated 19th Sept'2013.**

RISK OF LOSS OR DAMAGE TO PROPERTY

1. All property of NISER shall remain the property of the NISER. The contractor shall use such property for the purpose of execution of the contract and for no other purpose what-so-ever.
2. All such property shall deemed to be in good conditions as and when received by the contractor. Unless he shall have within 7 day of the receipt notified to the institute. If the contractor fails to notify any defect in condition and quality of such property, he shall be deemed to have lost the right to do so at any subsequent days.
3. The contractor shall be liable for loss or damage to such property in the possession of or under the control of the contractor, his employee or agent. They are responsible for full value thereof to be assessed by the Director, NISER whose decision shall be final and binding on the contractor.

QUALIFICATION REQUIREMENTS FOR THE BIDDER

The bidder should fulfill the following Qualification specifications:

1. The Registered Office or one of the Branch Offices of the bidder should be located in Bhubaneswar.
2. The bidder should be registered with the appropriate registration authority.
3. The bidder should have at least Five years experience in providing similar services to Public Sector Companies /Autonomous Bodies/ Banks and Government Departments etc.
4. The Bidder should have its own Bank Account.
5. The Bidder should be registered with appropriate Income Tax, EPF & ESI Authorities.
6. The Bidder should have a financial turnover of at least 2.00 Crore each in the last 3 financial years and have to submit their audited balance sheets & I.T. returns.
7. The Bidder should have completed a single work of minimum amount of Rs. 1.6 Crores or two completed works of minimum amount of Rs. 1.2 crores each or three completed works of Rs. 80 lakhs each, during the last three financial years for executing similar services, such as providing of manpower under Highly Skilled/Skilled/Semi-skilled/ Unskilled category.

QUALIFICATION REQUIREMENTS FOR THE CONTRACTED EMPLOYEES

1. Must be between 20-40 years in age, having good health.
2. Must be a citizen of India.
3. Antecedents must have been got verified by the agency from the local police authorities.
4. Should be at least 8th Std. passed
5. The skills of the Contracted employees provided for this office shall be ascertain and verified by Director, NISER, Bhubaneswar and shall be accepted for job only if found satisfactory.
6. All claims are to be backed up by documentary evidences in original.
7. Documents mentioned in clause # 11 below in Terms and conditions section, are required before deployment for Job/ services.

(The qualifications of the manpower to be deployed should not be submitted during the tender, only successful bidder shall be asked to submit the same)

TERMS AND CONDITIONS

1. The contract shall commence from **01.01.2017 (tentatively)** and shall continue for a period of one year, unless it is curtailed or terminated by this Office owing to deficiency of service, sub-standard quality of Attendants deployed, breach of contract, reduction or cessation of the requirements of work.
2. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and this Office.
3. The contract may be extended, on the same terms and conditions or with some addition / deletion / modification, for a further period not exceeding one year. However, no change in the value of tender shall be allowed, except in case of revision in the minimum wages or taxes notified by the Government Authorities and subject to the approval of competent authority.
4. The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without prior written consent of this Office.
5. The requirement of the manpower may further increase or decrease during the period of contract and the contractor must provide additional manpower, if required, on the same terms and conditions and rates.
6. The contractor shall be bound by the details furnished by him / her to this Office, while submitting the tender or at subsequent stage. In case, any such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract, making him / her liable for legal action besides termination of contract.
7. Financial bids of only those bidders who are technically qualified shall be evaluated.
8. This Office reserves the right to terminate the contract during initial period (3 months), after giving a week's notice to the contracting agency.
9. The contracting agency shall ensure that the manpower conforms to the Qualification/ specifications asked for by NISER.
10. The manpower deployed by the agency shall be required to work normally as per the Office working days, i.e. from Monday to Friday from 09:00 hrs to 17:30 hrs with a lunch break of ½ hour. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays. If deputed for any official work outside the office within Bhubaneswar, the contracted employees shall not be entitled to any other emoluments. The contracted employees may be asked to work overtime on occasions and demands of work load.
11. The successful Bidder shall furnish the following documents in respect of the individuals who will be deployed by it in this Office before the commencement of work:
 - a. List of manpower to be deployed by agency in this office containing full details i.e. date of birth, marital status, address etc.
 - b. Bio-data.
 - c. Certificate of verification of character and antecedents of manpower by local police authority.
12. In case, the manpower deployed by the successful Bidder commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence and security risks, the contractor will be liable to take appropriate action against such manpower, including removal from work, if required, within 2 days of being brought to their notice.
13. The bidder shall provide identity cards to the manpower deployed in this Office carrying the photograph of the personnel and personal information as to name, DOB, and Identification mark etc.

14. The bidder shall ensure that any details of office, operational process, Qualification know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its manpower deployed in this Office.
15. The bidder shall ensure proper conduct of manpower deployed in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering etc without work.
16. In case, the contracted employees are absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted. In case of repetition of such instances, clause 18 will be applicable.
17. The successful bidder shall depute a coordinator, for the manpower deployed, who would be responsible for immediate interaction with NISER, so that optimal services of the manpower deployed by the successful bidder could be availed without any disruption.
18. The successful bidder shall immediately provide a suitable substitute in the event of any manpower leaves the job due to his / her personal or any other reasons whatsoever. The delay by the contractor in providing a substitute beyond three working days shall attract liquidated damages @ Rs.100 per day (per such case) on the successful bidder, besides deduction in payment on prorata basis.
19. It will be the responsibilities of the successful bidder to meet transportation, food, medical and any other requirements in respect of the manpower deployed by it, in this Office and this Office will have no liabilities in this regard.
20. For all intents and purposes, the successful bidder shall be the Employer within the meaning of different Labour Legislations in respect of Attendants so employed and deployed in this Office. The manpower deployed by the successful bidder in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against this office.
21. The successful bidder shall be solely responsible for the redressal of grievances / resolution of disputes relating to the manpower deployed. This Office shall, in no way, be responsible for settlement of such issues whatsoever.
22. This Office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by successful bidder in the course of their performing the functions/duties, or for payment towards any compensation.
23. The manpower deployed by the successful bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular /confirmed employees of this Office during the currency or after expiry of the contract.
24. In case of termination of this contract on its expiry or otherwise, the manpower deployed by the successful bidder shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular /otherwise capacity in NISER.
25. The successful bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the manpower deployed by it in this Office. The bidder should be registered with appropriate authorities.
26. The successful bidder shall also be liable for depositing all taxes, levies, CESS etc. on account of service rendered by it to this Office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
27. The successful bidder shall maintain all statutory registers under the applicable Law. The successful bidder shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.
28. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the successful bidder by this Office.

29. In case, the successful bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Office is put to any loss / obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the successful bidder, to the extent of the loss or obligation in monetary terms.
30. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of **Rs.4,00,000/-** (Rupees Four Lakh Only) in the form of Demand Draft / Pay Order drawn in favour of Finance Officer, NISER, Payable at Bhubaneswar, failing which the tender shall be rejected.
31. The EMD in respect of the bidders which do not qualify the Technical Bid (First Stage) /Financial Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful bidder shall be adjusted towards the Performance Security Deposit. Further, if the successful bidder fails to deploy manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
32. Bids, offering rates which are lower than the minimum wages (as applicable for Jatni Region) for the pertinent category, will be rejected.
33. The successful bidder will have to deposit a Performance Security Deposit equal to 5% of total cost of the bid, subject to the revision at the time of executing the contract within 15 days of receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Finance Officer, NISER, payable at Bhubaneswar from a Nationalised Bank. The performance security should remain valid for a period of 90 days from the date of completion of all the contractual obligations of the successful bidder.
34. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the successful bidder will be liable to be forfeited by this Office besides annulment of the contract.
35. The successful bidder shall raise the bill, in triplicate, along with attendance sheet [duly verified by the officer in-charge] in respect of the contracted employees and submit the same to this Office within 3 days during the first week of the succeeding month.
36. The claims in bills regarding contracted employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be withheld till such proof is furnished, at the discretion of this Office.
37. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996.
38. The Director, NISER reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the bidders, in case proper justification is presented.
39. FORCE MAJEURE: -
 - a. If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the NISER as to whether the works 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 his option, terminate the contract.

40. BREACH OF CONTRACT

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party gives the other party an immediate cause of action and a right to damages as compensation for loss flowing from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

41. The Director, NISER may without prejudice to his right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:
- If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - If the contractor commits breach of any of the terms and conditions of this contract.
 - If contractor commits any fraud with the NISER, or any fraudulent motive is detected in his action.
 - If contractor demands undue charges not stipulated in this contract.

FINANCIAL BID

Open Tender No. : NISER/EM/NIT-Manpower/2016

Dated: _____

(To be enclosed in a separate sealed envelope)

1. Name of the Bidder:
2. Details of Earnest Money Deposit: Rs.
DD / PO No. & Date
Drawn on Bank
3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the Jatni region on 01.04.2016 for Unskilled/skilled/Highly Skilled Daily Wage Workers on per month basis and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, CESS etc.).

Sl. No.	Component of Rate	Highly Skilled category (Rs)	Skilled category (Rs)	Semi-skilled category (Rs)	Unskilled category (Rs)
1	Monthly Rate (30 days)				
2	Employees Provident Fund @ ___%				
3	Employees State Insurance @ ___%				
4	Any other liability (Pl. indicate)				
5	Contractors Adm. / Service Charge				
6	Total (Column 1 to 6)				

Total amount for manpower (one highly skilled, one skilled, one semi-skilled and one unskilled): Rs _____

(In words): _____

- Terms and conditioned mentioned in this tender are applicable.
- The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
- The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each contracted employee during the month.

- Signature of authorized person
- Date:
- Full Name:
- Place:
- Seal :

DECLARATION

1. I, _____ Son/ Daughter /Wife of Shri _____ Proprietor /Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

- Signature of authorized person
- Date:
- Full Name:
- Place:
- Seal :

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. Technical Bid form in the above format;
 2. Attested copy of Registration certificate with Labour Department;
 3. Work experience of similar work during the past 3 years;
 4. Attested copy of the statement of bank account of agency for the last three years;
 5. Attested copy of PAN / GIR Card;
 6. Attested copy of the IT return filed for the financial year (2013-14 & 2014-15);
 7. Attested copy of the Balance Sheet for the (2013-14 & 2014-15);
 8. Attested copy of the P.F. registration letter / certificate;
 9. Attested copy of the E.S.I. registration letter / certificate;
 10. Certified document in support of financial turnover of the agency.
 11. Certified documents in support of entries in column 12 of Technical Bid form;
 12. Copy of this Tender Document with each page duly signed and stamped by the authorized signatory of the agency in token of their acceptance of terms and conditions.
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