

TENDER DOCUMENT

FOR

**SUPPLY OF SECURITY GUARDS, HOUSE
KEEPING PERSONNEL & OTHER MAN
POWER ON CONTRACT BASIS**

**NATIONAL RESEARCH INSTITUTE FOR
AYURVEDA - SIDDHA HUMAN RESOURCE
DEVELOPMENT**

AAMKHO, GWALIOR - 474009 (M.P.)

TEL NO. 0751 – 2323307

FAX No. 0751 - 2430317

Price: Rs. 150/- (Rs. One hundred and fifty only)

APPLICATION LETTER (Specimen)

To,

The Research Officer (S-4) In-charge
National Research Institute for Ayurveda
Siddha Human Resource Development
Aamkho, Gwalior – 474009 (M.P.)

Sub: Tender for supply of Security Guards, House Keeping Personel & other Man Power in the National Research Institute for Ayurveda -Siddha Human Resource Development, Aamkho, Gwalior – 474009 (M.P.)

Dear Sir,

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

Sr. No.	Description	Particulars
1.	Constitution & Nature of firm (State whether sole proprietor/partnership firm/ limited company)	
2.	Year of establishment	
3.	Registration Number under applicable act with a copy of registration certificate	
4.	Registered Postal Address	
5.	Telephone No. Fax No. Mobile No.	
6.	Address of Branches if any	
7.	Name & Address of Directors, in case of Company Name & Address of Sole proprietor Name & Address of partners; in case of partnership firm	
8.	(a) Name of Bankers & Branch with full address (b) Style of Account & Number (c) Name (s) of person (s) operating the account (enclose banker's certificate)	
9.	ESI & PF Code allotted by PF Commissioner Gwalior with photocopy of certificate	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the National Research Institute for Ayurveda - Siddha Human Resource Development (NRIASHRD), Aamkho, Gwalior – 474009 (M.P.) I/We, the undersigned hereby offer for providing qualified staff as indicated in the Tender Document to **undertake to supply of** Security Guards, House Keeping Personel & other Man Power **strictly in** accordance with the terms and conditions as indicated by you in the said documents.

We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages declared by the Central Govt. from time to time. I/We also agree for the compliance of applicable Labour and other Laws en-force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages act. All other payment like payment under Workmen Compensation Act etc. shall be borne and payable by me/us. I/we will always keep the NRIASHRD, Aamkho, Gwalior – 474009 (M.P.) indemnified of any claim/damages that NRIASHRD have to pay with respect to the service and the deputation of any workers to the NRIASHRD.

I/We further pay and have enclosed Earnest money amounting to Rs. 50.000/- (Rs. Fifty thousand only) in the form of Demand Draft drawn in favour of NRIASHRD at Gwalior along with the Technical Bid which will remain with NRIASHRD upto final award of contract.

Thanking you.

Yours faithfully

(Name)

Signature

Signed as proprietor/Director who holds Power of Attorney on behalf of firm

Name of firm/Company

Address

(Copy of the Power of Attorney to be submitted which will be compared with the original in case the tender is awarded)

**NATIONAL RESEARCH INSTITUTE FOR AYURVEDA SIDDHA
HUMAN RESOURCE DEVELOPMENT
AAMKHO, GWALIOR - 474009 (M.P.)**

TEL No. 0751 – 2323307

FAX No. 0751 - 2430317

TENDER NOTICE

Sealed-tenders in two envelop system are invited for the deployment of Security Guards House Keeping Personnel, & other Man Power as detailed in Annexure –A of Tender document from the reputed/experienced/registered agencies/Man power Suppliers having 05 years experience in the field of deployment of Security, House Keeping personnel & Man Power supplies. Tender document and detailed terms & conditions can be obtained from the Institute in person or by post on any working day on payment Rs. 150/- (Non refundable). Tender form can also be downloaded from the Council's website ccras.nic.in however in such case cost of tender form i.e. Rs. 150/- has to be submitted in the form of Demand draft payable in favour of **NRIASHRD, Gwalior** alongwith technical bid. The Tender document alongwith Earnest Money Deposit in the form of demand draft of Rs. 50,000/- (Rs. Fifty thousand only) drawn in favour of **NRIASHRD, Gwalior** payable at Gwalior, should be submitted at the above indicated address by **24.02.2015 by 2.00 P.M.** (No interest is payable on earnest money.)

Tenders (Technical bid) will be opened at 3.30 P.M. on the same day in the presence of tenderers, who may like to present. After evaluation of technical bids, the financial bid shall be opened of only those bidders, who qualify in technical evaluation. The intimation of opening of financial bids shall be given over phone to technically qualified bidders. The authority reserves the right to reject/accept any tender without assigning any reason.

Note: This notice is a part of Tender document.

Research Officer (S-4) In-charge

TENDER DOCUMENT

Sub:- Tenders for supply of Security Guards, House Keeping Personnel & other Man Power on Contract Basis at National Research Institute for Ayurveda - Siddha Human Resource Development, Aamkho, Gwalior – 474009 (M.P.)

ENVELOP-1: TECHNICAL BID (In separate sealed Cover – I super scribed as Technical Bid)

Name of the work : Contract for Supply of Security Guards, House Keeping Personnel & other Man Power on Contract Basis in National Research Institute for Ayurveda - Siddha Human Resource Development, Aamkho, Gwalior – 474009 (M.P.)

CONTENTS AND ELIGIBILITY CRITERIA

Technical Bid of Tender Document :

1. The Tenderer/ Bidder shall have at least 05 years experience out of which at least 02 years in Central/State Govt./undertaking in these fields and shall submit the **self attested copies** of the following documents along with the tender document.
 - (a) PF Registration with PF code number.
 - (b) ESI Registration.
 - (c) Valid licence issued in respect of previous employers by Regional Labour Commissioner.
 - (d) Details of work of similar nature carried out in Central/State Govt. bodies/Department/PSUs/Autonomous bodies/industries/factories/or other similar organization in the last 05 years ending on 31st March 2014.
 - (e) Proof showing at least one currently valid contract in similar field.
 - (f) Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31st March 2014 duly certified by CA.
 - (g) **List of Arbitration cases (if any)**
 - (h) Copies of certificates/allotment letter of **Service Tax and PAN Number**.
 - (i) Details of managerial, supervisory and other staff. (of the Agency)
 - (j) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at National Research Institute for Ayurveda & Siddha Human Resource Development, Aamkho, Gwalior – 474009 (M.P.)
 - (k) Copy of last Income Tax return.
 - (l) Bank solvency certificate of Rs. 5 lac specifically in the name of agency (current, not old than one month)
 - (m) **Other document as mentioned in check-list (Annexure)**
 - (n) List of Mechanical & Electrical equipment for performing House Keeping functions:

Sr No.	Equipment	Make/Capacity	Utility
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2. Certificates provided for the work details in 1(d) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work executed, in order to confirm conformity to the defined similar works.
3. Approximate number of Security Guards, House Keeping Personnel & other Man Power required in NRIASHRD their qualification/experience, Duties in brief is given in **Annex-I**.
4. Tenderer/bidder shall submit details of organization, where he has undertaken such similar services as per **Annex-II**.
5. General terms and Conditions of the contract to be fulfilled by the Tenderer/Bidder are given in **Annex-III** and **the bidder shall submit it with technical Bid duly signed on each page in lieu of agreeing to them.**
6. Tenderer/bidder shall submit details as per check-list given in **Annex-IV** along with Technical Bid.
7. The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
8. The bidder should have an office in the Gwalior City.
9. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency). **The firm should give such an undertaking with their bid.**
10. The bidder shall pay Bid Security (EMD) of Rs. 50,000/- (Rs. Fifty thousand only) along with the technical bid by acceptable mode of payment as prescribed in the NIT in favour of NRIASHRD drawn on any commercial bank and payable at Gwalior. **Bids received without Earnest Money deposit (EMD) shall stand rejected** and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.
11. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above.
12. The bid shall be valid and open for acceptance of the Competent Authority of NRIASHRD for a period of 180 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
13. An agreement shall be signed with the successful bidder as per specimen enclosed.
14. Counter Terms & Conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
15. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections if any should be attested with full signature by the bidder.
16. Tenders received late in open condition/without EMD/not meeting the tender condition/incomplete in any respect are liable to be rejected.
17. Bidders are advised to study carefully the tender document and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a token of acceptance.
18. The rates should be indicated both in words and figures. In case of discrepancy between the figure (number) and words, the rates given in the words only will be taken as authentic and no further clarification will be sought from the bidder.
19. No party shall be permitted to tender for work in the NRIASHRD in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the name of persons who are working with them in any capacity or subsequently employed by them and who are near relative of any employee of the NRIASHRD. Any violation of this condition which comes to the Notice of the NRIASHRD after the contract is awarded will entitle the NRIASHRD to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the NRIASHRD on account thereof.

20. **Forfeiture of EMD (Bid Security):** EMD shall be forfeited in the following cases: (a) Bidder's withdrawing or altering its bid during the bid validity period, (b) withdrawal of offer during the validity period of the offer, (c) Non-acceptance of work order when placed, or (d) Non-confirmation of acceptance of work order within the stipulated time after placement of offer, (e) Any unilateral revision made by the bidder during the validity period of the offer.

Declaration by the Tenderer:

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

Encl:

1. D.D. No.
2. Terms and Conditions (each page must be signed and stamped with the seal)
3. Financial bid.

(Signature of Tenderer with seal)

Name

Seal

Address

.....

Phone No. (O).....

Date :

Note: Submission of all the documents mentioned above alongwith declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected.

Annexure – I

Details of Security Guard, House Keeping Personel & other Man Power required at National Research Institute of Ayurveda - Siddha Human Resource Development, Aamkho, Gwalior – 474009 (M.P.)

SR. No.	Name & No. of Post	Qualification/Experience	Duties in Brief
1.	Security Guards (06)	A man of proven credentials with 2 years experience as Security Guards – Not more than 50 years in age	To Guard the office premises/check the visitors
2. *	House Keeping Personels (04)	Staff deployed should be of proven credentials	To sweep/mop the rooms/corridors premises Bathrooms, Toilets etc.
3.	Project Assistant (01)	B.Sc/B.Pharma	As directed by R.O. I/c Pharmacology
4.	Lab. Technician (01)	A Intermediate with Science (Biology) from recognized Board with DMLT, one Year working Experience in Govt./UT as Lab. Tech.	To take samples of patients & carry out investigation as directed
5.	Lab. Attendant (01)	10 th pass with one year working experience in a Lab.	To assist lab. Technician & other work of Lab.
6.	Data Entry Operator (02)	A graduate with Diploma in Computer Application	To work on computer as directed
7.	Asstt. Librarian (01)	Graduate in Library Science	To maintain Institute's Library
8.	Animal Attendant (01)	10 th Pass experience in similar nature of work.	As directed by I/c Pharmacology
9.	Office Attendant (01)	10 th pass experience in similar nature of work.	Work assigned to group 'D'
10.	Auxiliary Nurse and Midwife (ANM) (01)	Intermediate with diploma in general nursing & midwifery & two year experience of working as ANM in a Hospital/Nursing Home	Duty of ANM
11.	Aya (01)	8 th Pass with relevant One year experience	To attend IPD Patient & other related work of ward

*Cleaning/Sweeping materials viz Sweep, Mops, Acid, Phenyl, Naphthalene balls etc. shall be supplied by the Institute as per actual requirement.

ANNEX – II

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

Performa containing details of work carried out in other organizations where such or similar contracts were undertaken.

S.No.	Name & Address of the organization. Contact No	No. of personnel supplied	Period of contract	Whether Govt/semi Govt/Autonomous body/PSUs/Industries/NGOs etc, (pl specify)	Amount of contract (yearly)	Reason for termination (if currently not valid)
1						
2						
3						

This information to be given in “Envelope No. I along with Technical Bid for Annual Contract for supply of security guard, House keeping Personnel & other Man power.

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

S.No.	Description of REQUIREMENT	Yes/No	Page No.
1.	The firm is registered with the labour Commissioner under provisions of contract labour Act and its validity date.	Yes/No	
2.	Copies of Balance Sheet and P&L A/c for the last 3 years duly certified by CA		
3.	Registration certificate of Provident fund commissioner Enclose PF registration code allotted by the Regional Provident Fund Commissioner.	Yes/No	
4.	Copy of Registration certificate/allotment letter of service tax number	Yes/No	
5.	Copy of registration certificate/allotment letter of PAN from Income Tax Department	Yes/No	
6.	Registration certificate of ESI	Yes/No	
7.	Performa as per annexure-II containing details of works in other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
8.	DD of Rs. 50,000/- as EMD	Yes/No	
9.	Financial/Price bid Performa completed & sealed in separate envelope	Yes/No	
10.	List of Arbitration cases (if applicable) Do not leave it blank. If there are no such case, write "Not Applicable".	Yes/No/Not Applicable	
11.	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at NRIASHRD, Aamkho, Gwalior	Yes/No	
12.	Acceptance of terms and conditions (as per annexure-III) attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
13.	Copy of last income tax return	Yes/No	
14.	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.	Yes/No	
15.	Office address in Gwalior.	Yes/No	
16.	Details of at least one currently valid contract for similar work	Yes/No	
17.	Undertaking to the effect that the workers to be deputed in NRIASHRD, Aamkho, Gwalior shall be trained and qualified as per terms and conditions of the agreement.	Yes/No	
18.	Undertaking to the effect that the personnel deputed to NRIASHRD, Aamkho, Gwalior shall have been screened by police.	Yes/No	
19.	Undertaking to the effect that sufficient 'leave reserve' of personnel shall be maintained by the Agency	Yes/No	
20.	Proof of earlier completed similar works within last five years.	Yes/No	
21.	Bank solvency certificate (Not old than one month)	Yes/No	
22.	List of mechanical & electrical equipments (Self certified)	Yes/No	

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

Declaration by the Tenderer:

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

Encls: 1. DD/ No.....

2. Terms & conditions (each page must be signed and sealed)

3. Financial/price Bid.

(Signature of Tenderar with seal)

Name:

Seal:

Office Address:

Phone No (0):

Date:

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

(To be made on Rs.500.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand fifteen between NRIASHRD, Aamko, Gwalior on one part, and M/s _____ Agency for Security guard, House keeping Personnel & other man power on the other part.

WHEREAS the NRIASHRD is desirous to engage the Agency for providing supply of Security Guard, House keeping Personnel & Other Man Power on the terms and conditions stated below.

1. The Agency shall be solely responsible for compliance to provision of various labour. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensation, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in NRIASHRD. The NRIASHRD shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at NRIASHRD. NRIASHRD shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two months notice on either side.
5. In case of non-compliance with the contract, the NRIASHRD reserves its right to:
 - a) Cancel/revoke the contract, and/or
 - b) Impose penalty upto 10% of the total annual value of contract.
6. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in NRIASHRD by 7th of every month in presence of official of NRIASHRD deputed for the purpose. Further the agency while submitting their bill for payment shall also be responsible to submit documentary evidence of having deposited ESI and EPF amount (both employer's and employee's contribution) in the respective account of the worker for the previous month for which bill is raised, Copies of challans and worker's permanent ESI account no card/certificate & EPF Number Shall be Submitted.
7. The personnel provided by the Agency will not claim to become the employees of NRIASHRD and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in NRIASHRD.
8. There would be no increase in rates payable to the Agency during the contract period except statutory wages revised by the Central Govt. from time to time, as applicable during the contract period. As and when the wages are revised by the Central Govt., the revised wages shall be paid by this office.
9. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
10. Decision of NRIASHRD, Aamkho, Gwalior in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
11. The Agency shall be responsible for providing Uniform and Identity Cards to Security Staff and Housekeeping Personnels.
12. In case of any dispute between the Agency and NRIASHRD, NRIASHRD shall have the right to decide. However for all matters of disputes jurisdiction shall be at Gwalior.

13. Forfeiture of EMD (Bid Security):- EMD shall be forfeited in the following cases: (a) Bidder's withdrawing or altering its bid during the bid validity period. (b) withdrawal of offer during the validity period of the offer, (c) Non-acceptance of work order when placed, or (d) Non-confirmation of acceptance of work order within the stipulated time after placement of offer., (e) Any unilateral revision made by the bidder during the validity period of the offer.
14. Forfeiture of Security Deposit (Performance Guarantee):- Security Deposit (Performance Guarantee) shall be forfeited, if services are not provided upto the satisfaction of NRIASHRD or the firm withdraws its offer during currency of contract which include the extended period of contract.

IN WITNESS WHERE OF both the parties have set and subscribed their respective hands with their seal in Gwalior in the presence of the witness:

NRIASHRD, AAMKHO, GWALIOR

Witness: 1.

2.

AGENCY

Witness: 1.

2.

**TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF SECURITY GUARD,
HOUSE KEEPING PERSONNEL & OTHER MEN POWER**

(Annexure to Agreement)

- A. SCOPE OF WORK: SUPPLY of Security guard, House Keeping Personnel & other man power ON CONTRACT BASIS at NRIASHRD by deploying required number of contract personnel.
- B. TERMS & CONDITIONS:
1. The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further for a period of one year with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.
 2. The contracting Agency shall render the following services to NRIASHRD.
 - a) To SUPPLY Security Guards, House Keeping personnel & other Man power on CONTRACT BASIS in NRIASHRD, Gwalior. The supplied manpower should be competent enough to execute the work assigned to them.
 3. The personnel deployed shall be healthy and active. Nobody shall have any communicable diseases.
 4. The Security and Housekeeping Personnel shall be smartly dressed in Agency's proper uniform and always hold Identity Card. The Agency shall provide fully trained and disciplined personnel.
 5. The Contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Contractor shall pay the wages to the personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the NRIASHRD for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Central Govt. from time to time; The contractor shall quote his rate in the format of financial bid. Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at NRIASHRD, and in case of any difference in the amount of which documentary evidence has not been provided, NRIASHRD has the right to deduct the amount accordingly from the bills. While depositing the applicable ESI & EPF amount in the account of respective worker, it shall be the sole responsibility of the contractor to comply with all prescribed provisions of Labour rules/Laws/Act. Further the agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.
 - a) The payment of wages Act. 1936
 - b) The Employees Provident Fund Act. 1952
 - c) The Factory Act, 1948
 - d) The Contract Labour (Regulation) Act, 1970
 - e) The Payment of Bonus Act, 1965
 - f) The Payment of Grautity Act, 1972
 - g) The Employees State Insurance Act, 1948
 - h) The Employment of Children Act, 1938
 - i) The Motor Vehicle Act, 1988
 - j) The Minimum Wages Act, 1948

6. Replacement of personnel as required by the NRIASHRD will be effected promptly by the Contractor; if the Contractor wishes to replace any of the personnel, the same shall be done after prior consultation/approval of the NRIASHRD. The full particulars of the personnel to be deployed by the Contractor including the names and address shall be furnished to the NRIASHRD along with testimonials before they are actually deployed for the job. However in respect to substituted personnel, payment of their ESI & EPF will be considered by the NRIASHRD subject to documentary evidence provided by the contractor in this regard. However EPF/ESI shall be payable in r/o substituted personnel who has rendered services for twenty days or more on proportionate basis, and the Contractor shall have to submit the complete details including EPF and ESI account number of such worker with the next bill.
7. In case of any loss that might be caused to the NRIASHRD due to lapse on the part of the personnel deployed by the manpower agency while discharging their responsibilities, such loss shall be compensated by the contracting Agency and in this connection, the NRIASHRD shall have the right to deduct appropriate amount from the bill etc, to make good of such loss to the NRIASHRD besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the NRIASHRD shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
8. In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation/legal or any other liability will solely rest with the Contractor.
9. That contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact Head of the NRIASHRD at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient or any other related issues.
10. In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the Contractor shall make provision for leave reserve.
11. The Contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him showing their arrival and departure time. The attendance record shall be produced for verification on demand by the NRIASHRD at any point of time. Besides contract personnel shall also put their attendance in the Biometric machine installed in the institute, showing their arrival & departure time.
12. If at any point of time it comes to the notice of the NRIASHRD that the contract personnel deployed are different from the list provided (with attested photographs), NRIASHRD will be well within its right to impose penalty not exceeding 10% of the monthly wages payable to contractor for each such personnel identified. In addition to penalty clauses, the NRIASHRD is at the liberty to levy liquidated damages, which may be upto 10% of monthly bill, for defaults on the part of the Contractor.
13. The contract personnel deployed by the Contractor shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the NRIASHRD shall be at liberty to make suitable deductions (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract.
14. The Contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the NRIASHRD. In the event NRIASHRD, makes any payment or incurs any liability, the contractor shall indemnify the NRIASHRD completely.
15. In case of any dispute arising out of this agreement then Head of NRIASHRD shall

nominate an officer of the NRIASHRD a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.

16. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Gwalior Court will have the jurisdiction to settle and decide all the disputes.
17. Income Tax (TDS) as per rules shall be deducted from the bills of the Contractor as per applicable laws.
18. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
19. In case the NRIASHRD suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the NRIASHRD reserves the right to terminate the contract without assigning any reason.
20. The Contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-Compilation of any such provision/rule.
21. The Contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the NRIASHRD at all times. Indicative list of such records is given herewith for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT register etc.
22. The above records and the following return filed by the contractor have to be produced to the Admn. Section of NRIASHRD on demand and original/photocopies of these records should be handed over after completion of the contract.
 - (a) Return in form 5, 10 & 12 A which is submitted monthly under the provisions of the Employees' Provident Fund & MP Act, 1952.
 - (b) Summary of contribution (form 5) under sec. 44 Regulation 25 of the ESI Act, 1948. also the return filed under sec. 44, Regulation 26 of the said act along with the monthly return.
 - (c) Half yearly return in form XXIV under Rule 82(1) of the Contract Labour (R&A) Act, 1970.
 - (d) Annual return filed in form 3A/6A under the Employee's Provident funds & MP Act, 1952
 - (e) Annual Return in form III Rule (21(4 A) of the Minimum Wages Act, 1948.
 - (f) Any other applicable return.
23. The Contractor should obtain a Licence from Central Labour Commissioner to engage the Contract personnel at NRIASHRD as per Contract Labour Act within a period of one month from the date of award of contract by the NRIASHRD.
24. The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by Central Govt. from time to time, as applicable during the contract period. As and when the wages are revised by the Central Govt. the revised wages shall be paid by this office.
25. The Contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month. The payment of wages will be made in the presence of an authorized representative of NRIASHRD at a place and time notified for the purpose.
26. The wages shall be paid to workmen without any deduction except those under the payment of wages Act and Minimum wages Act.
27. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
28. The NRIASHRD reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
29. The Contractor has to submit the attested photocopies of his voter ID, PAN, residential

address, educational qualifications etc. He should also give the list of his sons and relatives who are working in this office as sub-contractors or the labourers. If there is no such thing, the contractor has to give an undertaking to this effect.

30. If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.
31. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the NRIASHRD will be considered applicable at the time of any dispute/following any statutory rules.
32. Contract Agreement should be executed within 10 days of the issue of letter of acceptance. Non fulfillment of this condition of executing a contract by the Contractor would constitute sufficient ground for annulment of the award and forfeiture of EMD.
33. Late bids i.e. bids received after the specified date and time of receipt shall not be considered.
34. The resultant contract will be interpreted under Indian Laws.

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

The Criterion of selection as well as rejection

1. The Contractor will demonstrate to the NRIASHRD the following to be able to qualify for consideration at the stage of technical evaluation: i.e. only those bid(s) shall be treated as responsive bid (s) which fulfills all the criterion/parameters as mentioned below.
 - (a) **At least five years standing in the field.**
 - (b) Two years of experience of providing such or similar services to the central/State Govt. Departments/Autonomous bodies/PSUs/Industries/NGOs etc. **during** last five years.
 - (c) **At least one currently valid contract for** similar works to offices of central/State Govt. Departments/Autonomous bodies/Industries or other similar organization.
 - (d) Submission of EMD and all documents mentioned in check-list (**Annexure-IV**).
 - (e) **Conditional bid, if any shall be rejected.**
 2. Incomplete tenders would be rejected. **Further, the rejection criterion is mentioned in Annexure-IV (check-list)**
 3. Bid process shall be cancelled in the event of receipt of single responsive bid. Tendering process shall be finalized only when there are at least four responsive bids.
- Note:** Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contracts and above conditions into account together. Evaluation of these parameters shall be based on the documents and information submitted by the bidder (s) without recourse to extrinsic evidence. In a normal situation, the contract shall be awarded to the lowest responsive bidder. However, mere lowest rates are not the sole criteria of selection. NRIASHRD, Gwalior is not bound to accept the lowest rate. Without affecting the sanctity of the above criterion, NRIASHRD has power to relax any condition of eligibility criteria qualifying the bid (s) based on merit of each case and if the situation so warrants in the interest of work of NRIASHRD.
4. Preference may be given to the contractor (s) having valid Quality System Certificate as per ISO 9001, in case of same rates.
 5. **NRIASHRD reserves the right to accept or reject any or all bids without assigning any reason.**
 6. **NRIASHRD also reserve the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.**
 7. **The date of opening of financial bid shall be informed to all bidder who were present during technical bid opening. They are advised to write their mobile or any other contact number in the attendance sheet on the day of technical bid opening.**

(I) DETAILED DUTIES OF SECURITY GUARDS:-

1. There will be 2 Guards at a time for 8 hours from 6 A.M. to 2 P.M., 2 P.M. to 10 P.M. and 10 P.M. to 6 A.M. round the clock.
2. One security Guard will watch on the gate of the Institute and other will take round in the campus during the duty hours, outside and inside in the building.
3. All the security Guards shall work under supervision of authorized person from Research Officer In-charge.

(II) SCOPE OF WORK OF HOUSE KEEPING PERSONNEL:-

1. They shall attend Office at 8 A.M. & leave by 4 P.M.
2. Sweeping of all the floors of both the building, Stair cases, front and back space of the building in the compound, removal of waste paper and other waste materials, garbage, refuse from all the rooms etc. and burning of the same outside the office premises.
3. Daily mopping services by ordinary duster/pocha two times in rooms including passages, staircases, cleaning of furniture (Steel and wooden) cupboard etc
4. Acid cleaning of toilets, wash basin, sanitary fitting, pantries and stair cases before 8 A.M.
5. Freshener spray in all rooms, toilet and corridors.
6. Cleaning of windows, glasses, frames and air conditioning grills, cleaning of Panels, posters, painting.
7. Cleaning of Tables/Chairs/Sofas in all rooms of Institute.
8. Water filling in desert coolers two times in a day and cleaning of desert Coolers/water coolers once in a week. One tea spoon of petrol will also be put in the desert coolers once in a week as per MCD instructions.
9. Vacuum cleaning of carpet floor weekly. Cleaning of fans and partitions.
10. Removing choke from the lines up to septic tank.
11. The contractor's staff will have to sweep and swab all the floors of the building repeatedly daily. These include among other places, officers rooms, corridors, staircases stores and mezzanine area.
12. The contractor's staff will have to sweep and clean with water and soap the office, rooms, side, rooms and corridors on every alternate days and keep sweeping and mopping of these areas at regular intervals daily to keep them clean.

13. The contractor's staff will have to sweep and clean with cleaning powder and then apply disinfectant to the entries, toilet, urinal ends, wash basin in the entire building daily. The toilet tiles will be cleaned with acid twice a month.
14. The contractor's staff will have to clean and remove the choking of the pipes, drains and manhole, if any, in the premises and roof daily. These will include drain and toilet etc. in the building and in the compound.
15. The contractor's staff will have to clean the porch and entire compound daily.
16. The contractor's staff will have to dust and clean all the windowpanes, aluminum door panel's glass and grills and furniture in the rooms and other places daily.
17. The contractor's staff will have to periodically dust the walls and roofs and covered space and remove the cobweb from all the building as and when required but at least once a month.
18. Any failure in carrying out the work properly will attract penalty which will be decided by the authority and the recovery of penalty will be made from the monthly bill of the contractor.
19. In the event of any dispute regarding contract, the decision on the Research Officer (S-4) In-charge will be final and binding.
20. The courts at Gwalior will have jurisdiction of all legal disputes under the agreement.
21. The cleaning in all the surrounding of building must be completed by 9:00 a.m. and if the same is not found satisfactory a major penalty will be imposed as decided by the authority. The services of the contractor may be terminated by giving one month notice.

(III) Duty hours & details of works to be performed by Man Power shown in Annexure I

(a) Man Power Sr. No. 3 to 9 of Annexure I

They shall attend office at 10 A.M./9.30 A.M. to 5 P.M./4.30 P.M. or as directed from time to time & perform the duties as directed by the concerned In-charge/Head of the Institute.

(b) Man Power at Sr. No. 10 & 11 of Annexure I

Staff has to work in shift duty as directed by R.M.O./In-charge of the Institute & they have to perform the duties in OPD/IPD & as directed by Asstt. Metron/R.M.O./In-charge of the Institute.

ENVELOPE – 2: PRICE BID

Sub: Annual Contract for Supply of Security Guards, House Keeping Personnel & other Man Power on Contract Basis .

CONTENTS :

1. Envelop No. 2 shall contain only Price Bid of tender Document, i.e. the copy, of schedule of rates filled in and signed by the tenderer/bidder. Any commercial or technical condition or qualification of any sort shall not be indicated by the tenderer/bidder in this envelop, otherwise the tender shall be summarily rejected.
2. The format for providing schedule of rate to be filled by the tenderer/bidder is enclosed. This envelope shall be superscribed “ Envelope – 2 Price bid – Annual Contract for **Supply of Security Guards, House Keeping Personnel & other Man Power on Contract Basis.**

SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked "Envelope – 2)

1. Name of the work: Contract for **Supply of Security Guards, House Keeping Personnel & other Man Power on Contract Basis in National Research Institute for Ayurveda - Siddha Human Resource Development, Aamkho, Gwalior – 474009 (M.P.)**

Name of the tenderer	Name of posts/Category	No. of persons	Rates/ Wages per month per person	Weekly off per month 4/5 days	ESI on total wages	EPF on total wages	Service charges	Service Tax on total bill	Grand total
1	2	3	4	5	6	7	8	9	10
	Security Guards	(06)							
	House Keeping Personnel	(04)							
	Project Assistant	(01)							
	Laboratory Technician	(01)							
	Laboratory Attendant	(01)							
	Data Entry Operator	(02)							
	Assistant Librarian	(01)							
	Animal Attendant	(01)							
	Office Attendant	(01)							
	(Auxiliary Nurse Midwife ANM	(01)							
	Aya	(01)							

* **Bidders are advised to take into account all other factors of payments (like weekly off, National holidays, etc.) while quoting their rates.**

Declaration by the Tenderer:

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

Encl:

1. D.D. No.
2. Terms and Conditions (each page must be signed and stamped with the seal)
3. Financial bid.

(Signature of Tenderer with seal)

Name

Seal

Address

.....

Phone No. (O).....

Date:

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

COMPARATIVE STATEMENT OF TECHNICAL BIDS SUBMITTED BY TENDERES FOR THE WORK OF SUPPLY OF SECURITY GUARDS, HOUSE KEEPING PERSONELS & OTHER MAN POWER

S.No.	Description of requirement
1.	The firm is registered with the labour Commissioner under provisions of contract labour Act and its validity date.
2.	Copies of Balance Sheet and P&L A/c for the last 3 years duly certified by CA
3.	Registration certificate of Provident fund commissioner enclosed PF registration code allotted by the Regional Provident Fund Commissioner.
4.	Copy of Registration certificate/allotment letter of service tax number
5.	Copy of registration certificate/allotment letter PAN from Income Tax Department
6.	Registration certificate of ESI enclosed
7.	Performa as per annexure-II containing details of other organization where such contracts were/are undertaken (attach supportive documents)
8.	DD of Rs. 50,000/- as EMD
9.	Financial/Price bid Performa completed & sealed in separate envelope
10.	List of Arbitration cases (if applicable) Do not leave it blank. If there are no such case, write "Not Applicable".
11.	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at NRIASHRD, Aamkho, Gwalior
12.	Acceptance of terms and conditions (as per annexure-III) attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.
13.	Copy of last income tax return
14.	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.
15.	Office address in Gwalior.
16.	At least one currently valid contracts for similar work
17.	Undertaking to the effect that the workers to be deputed in NRIASHRD, Aamkho, Gwalior Shall be trained and qualified as per terms and conditions of the agreement.

18.	Undertaking to the effect that the personnel deputed to NRIASHRD, Aamkho, Gwalior shall have been screened by police verification.
19.	Undertaking to the effect that sufficient 'leave reserve' of personnel shall be maintained by the Agency
20.	Proof of earlier completed similar works within last five years.
21.	Bank solvency certificate (Not old than one month)
22.	list of mechanical & electrical equipments (Self certified)