

TENDER DOCUMENTS
FOR PROVIDING MANPOWER SERVICES
AT
NATIONAL INSTITUTE OF DESIGN, ASSAM

TENDER NOTICE NO.
NIDJ/2021-22/MANPOWER/2371
dated 26-11-2021

To be addressed to:
Chief Administrative Officer, NID, Assam
Tocklai, Post Office- Rajabari,
Jorhat, Assam, Pin-785014

Tender Notice No.
NIDJ/2021-22/ MANPOWER/2371



राष्ट्रीय डिज़ाइन संस्थान, असम
National Institute of Design, Assam

**TENDER FOR EXECUTING MANPOWER SERVICES AT THE NATIONAL INSTITUTE OF DESIGN,
ASSAM CAMPUS AT TOCKLAI, RAJABARI, JORHAT-785014**

NOTICE NO. NIDJ/2021-22/MANPOWER/2371 Dated 26-11-2021

Name of the Tenderer : _____
Address : _____

Phone No : _____
Email ID: : _____
Last date for submission : 20.12.2021 till 01.00 PM
Date of opening : 20.12.2021
Time of opening : 03.00 PM

NID Assam invites Bids for providing manpower services on outsource basis. The bidders are requested to read the tender document carefully and ensure compliance with all specifications / instructions herein. Non-compliance with specifications / instructions in this document may disqualify the bidders from the tender exercise. The Director, NID, Assam reserves the right to select the service provider or to reject any bid wholly or partly without assigning any reason. Incomplete tenders, amendments, and additions to tender after opening or late tenders are liable to be ignored and rejected.

TERMS AND CONDITIONS OF CONTRACT FOR PROVIDING MANPOWER SERVICES FOR NID,
ASSAM

[A] BIDDER'S ELIGIBILITY CRITERIA:

1. The bidder should be approved / recognized / registered by Govt. of India / State Govt. for providing Manpower Services. Copy of relevant certificate should be attached. Service Provide should have a valid license from competent license authority under the provision of contract Labour Act, 1970 and Contract Labour Central Rules, 1971 and **submit proofs thereof**.
2. The bidder must comply with the statutory requirement, such as registration with ESI, EPF, PAN / TIN / TAN & GST etc. and **submit proofs thereof**.
3. The bidder must have been in existence for the last five year. (**Attach copy of relevant certificates, Registration details etc.**).
4. The bidder must have implemented / implementing at least three contracts of deployment of Technical Staff, office staff and Labours etc. to Central Govt. Institutes / Central Govt. Autonomous Institute / State Government Departments during the last 5 years. Copy of agreement must be attached along with good performance certificate of the concerned authority and clearly mentioning number of manpower deployed and annual value of agreement / Work Order.
5. The Agency/Contractor must have sound financial stability with an average annual turnover of INR at least ₹ 1 Crore in preceding three financial years in similar services. (Copy of audited profit loss statement and ITR certificates with matching PAN No. must be enclosed).
6. The Agency/Contractor must have undertaken and accomplished in last three financial years:
One single manpower contract of one year duration during last 3 Financial years in Government / Semi Government or reputed Organization in Assam Region with deployment of 50 staff per day at single premises

OR

- Two manpower contracts of one year duration during last 3 financial years in Government / Semi Government or reputed Organization in Assam Region with deployment of 35 staff per day at single premises.
7. The Agency/Contractor must have undertaken and accomplished in last three financial year:

At least one contract of minimum value of ₹ 60 Lakh for providing manpower services

OR

Two contracts of minimum value of ₹ 40 Lakh for providing manpower services

OR

Three contracts of minimum value of ₹ 20 Lakh per year for providing manpower services.

8. The Agency/Contractor should not have been blacklisted by any Govt., Semi-Govt. Dept., or any other organization. **An affidavit in original (on non-judicial stamp paper duly notarized) to this effect shall be given by the firm.**
9. The agency must have Branch / Local office at Jorhat -**Proof should be submitted.**
10. Each **Agency/Contractor** shall submit only one Tender for the entire scope of work. **Agency/Contractor** who submits more than one tender or part tender will be treated as non-responsive & rejected.

[B] INSTRUCTIONS TO BIDDERS:

1. Bidders are advised to go through the tender advertisement and read 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.
2. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
3. The filled-in complete tenders must be submitted on or before the last date and time specified at the Office of:
The Chief Administrative Officer
National Institute of Design, Assam
Tocklai, Rajabari, Jorhat-785014
4. Technical & Financial Bids should be submitted separately in separate envelopes, and both should be put in a big envelop and submitted
5. In case of financial bids, a standard format has been provided. Bidders are required to fill their financial offer on the same format. If the format of file is found to be modified by the bidder, the bid will be rejected.
6. The final amount should be in figures as well as in words and cutting should be avoided. If there are cuttings, they should be duly initialled, failing which the bids are liable to be rejected. In case of any ambiguity in figures and words, the amount written in words shall prevail.

[C] SCOPE OF WORK:

1. The scope of work includes sweeping, cleaning (using modern equipment/gadgets), shifting, procuring and using cleaning material, pesticides, supervising and general upkeep of: NID, Assam campus, consisting of buildings such as administrative building, library, Academic building, lecture hall, studio, work shop, auditorium, open air auditorium, mess building, cafeteria, hostels, Electric Sub-station, porch, corridors, passage, staircases, toilets at various buildings, surrounding area of the buildings, water bodies within the campus, terrace/roof areas, rain water gutters, overhead tanks, approach roads and other adjoining areas within the campus.
2. The work includes removal of dust on the furniture, fixtures, books, office records, racks, equipment installed inside the buildings including using of necessary cleaning machines like vacuum cleaners, etc.
3. It also includes arrangement of books / periodicals on racks, IT installation, maintenance, carpentry works including maintenance of the bamboo / decorative woods / cane, capable of using both machine/ hand tools as and when required for different carpentry works, maintaining records, file movement and clerical support as and when needed.
4. The work further includes sweeping and moping of the entire floor and dado, cutting of grasses in open areas, lawns etc., cleaning of the glass panels, emptying of dustbin etc., removing of the spider webs, nest using necessary tools, tackles, material, equipment etc. All sweepings along with the garbage bags, waste papers, thrown away obsolete items, garbage etc. shall be collected every day and shall be dumped at the place earmarked for the purpose and destroyed under the supervision of the contractor regularly.
5. Daily cleaning of the toilets includes cleaning of sanitary and plumbing fixtures, viz. IWC, EWC, wash basin, urinal, sink, mirror, water cooler, water tank, bottle trap, flooring, dado, removing of the blockage from manhole, etc. However, cleaning of toilets including fixtures such as urinals, WC's, washbasins may be required as per the usage and instructions given by the user department, apart from the regular interval.
6. The selected firm may have to provide manpower for clerical nature of works in different sections of the institute like General Administration, Accounts, Academic office, Library, hostels or for any other kind of job as required by the institute. The eligibility criteria for engagement of such manpower will informed to the party at the time when such requirement arises.
7. Further, the plumbing works include handling of water treatment plant, sewage treatment plant including repair/ maintenance of plumbing and sanitary fittings.
8. Cleaning of the surrounding areas of the buildings, terrace/roof areas, water bodies, rainwater drains etc. as directed by Institute. The scope of work also includes general shifting work of material, office stationery, furniture and fixtures etc. and any other work, which may be assigned from time to time.

9. It is very clearly made out that adequate quantity of the tools, brooms, mops, buckets, brush, cotton cloth, cleaning powder/lotion, detergent, phenyl, liquid soap, naphthalene balls, room freshener, mosquito spray, necessary manual and electrical operated gadgets and all other material required for cleaning including sufficient numbers of sweepers/labours and its supervision shall be arranged by the contractor himself.
10. The contractor shall procure the material from the open market as mentioned in the schedule of material as per the rates quoted & agreed. The payment shall be made on actual consumption of the material, maximum up to the quantities mentioned in the schedule of material.
11. The work to be carried out under this scope of work, contractor shall provide necessary cleaning machineries / equipment/ tools etc. which are required to be used during the execution of the work.
- | | | |
|--|---|-------------|
| a) Hand/ mechanized cart | : | 02 |
| b) Vacuum cleaner of minimum 180 millibar | : | 01 |
| c) Ladder | : | 02 |
| d) Brush cutter machine | : | 02 |
| e) Machineries/ tools/ equipment for cleaning drains, horticulture | : | As per |
| requirements, sanitary tools, housekeeping gloves etc | | requirement |
12. All the machineries used should be appropriate for the surface existing on the site and shall no way damage the surface / fixtures/ fittings/ furniture beyond normal wear and tear. In case of any damage caused by the manpower deployed by the contractor, the institute will be well within its right to recover the cost of restoring the damaged area or impose a penalty on the contractor. In such case, the decision of the Director, NID, Assam will be final and binding on the contractor.
13. The rates should be quoted for service charges of the firm, and should include cost of equipment used per month. **All the staff deployed by the agency should come neatly in proper uniform on all working days.**

[D] MANPOWER: - The manpower requirements are as follows:

1. ESTATE - CIVIL MAINTENANCE:

- i. **Job Description:** Maintenance of Plumbing and sanitary works, O&M of Water Treatment Plant, Effluent Treatment Plant, Sewage Treatment Plant

- a) **Highly Skilled** : **01**

Essential qualification & Experience:

10+2 pass and 10 years of practical experience in govt or private organization/institution of repute with handling of water treatment plant, Sewage treatment plant including repair and maintenance of plumbing and sanitary fittings.

ITI diploma is desirable in all technical manpower

b) **Skilled** : 01

Essential qualification & Experience:

10+2 pass and 5 years of practical experience of handling of water treatment plant, Sewage treatment plant including repair and maintenance of plumbing and sanitary fittings.

ITI diploma is desirable in all technical manpower

c) **Semi-Skilled** : 01

Essential qualification & Experience:

10+2 pass and 2 years of practical experience in handling of repair and maintenance of plumbing and sanitary fittings

ITI diploma is desirable in all technical manpower

ii. **Job Description:** Carpentry and allied works

Skilled : 01

Essential qualification & Experience:

10+2 pass and 5 years of experience in carpentry works. Should have basic knowledge of different types of treatment required for wood and bamboo items from time to time to ensure durability of the same. He should be capable of using both machine and hand tools as and when required for different carpentry works.

ITI diploma is desirable in all technical manpower

iii. **Job Description:** O&M of HVAC Works of all buildings, Fire Fighting and Detection system O&M, Lift O&M

Skilled : 01

Essential qualification & Experience:

10+2 pass and 5 years of experience in operation and maintenance of HVAC systems in organizations of repute.

ITI diploma is desirable in all technical manpower

2. **LIBRARY MANAGEMENT:**

Job Description: Library activities

a) **Skilled / Clerical** : 01

Essential qualification & Experience:

Bachelor's degree in Library & Information Science from a recognized University/ Institution with minimum 3 years of experience. OR

Graduation in any discipline with diploma in Library & Information Science with minimum 3 years of experience.

3. **HOUSEKEEPING/ FACILITY MANAGEMENT:**

Job Description: Housekeeping and upkeep of Facility

a) **Semi-skilled (Supervisors) : 03**

Essential qualification & Experience:

Bachelor's degree with knowledge of computer and minimum 3 years of experience.

b) **Unskilled : 49**

Essential qualification & Experience:

At Least Class VIII pass with similar experience of minimum 2 years.

TOTAL MANPOWER REQUIREMENT:

Highly Skilled	: 01
Skilled	: 04
Semi-skilled	: 04
Unskilled	: 49
Total	: 58

NB: The number of manpower may increase or decrease as per the requirement of the Institute.

The institute reserves the rights to increase or decrease scope of work, area or frequency of numbers of days for particular areas as mentioned in the schedule of quantities.

The successful tenderer should submit samples of all the cleaning material for approval of the Institute before its procurement. The tenderer should also submit list of equipment / gadgets to be used.

[E] WAGES TO MANPOWER ENGAGED:

The wages to the manpower engaged should be as per the latest order by the Central Labour Commissioner on revision of minimum wages. Vide letter no. 1/26(5)/2019-LS (II) dated 28.10.2021, as amended from time to time. The current minimum wages for housekeeping staff and other staffs applicable w.e.f. 01st October, 2021 at Jorhat are as below:

	Activities	Type of Manpower	Current Wages
1)	Sweeping and cleaning (Housekeeping)	Unskilled	437/-
2)	Maintenance of Plumbing and sanitary works	Unskilled	437/-
3)	Maintenance of Plumbing and sanitary works	Semi-skilled	512/-
4)	Building Operation & Maintenance of Plumbing etc	Skilled / Clerical	617/-
5)	Maintenance of Plumbing and sanitary works	Highly skilled	724/-

[F] MANDAYS PER MONTH

- 1) The man-days of the manpower engaged would be a maximum of 26 days for each completing calendar months.
- 2) The man-days shall be inclusive of statutory holidays in any specific month

[G] PROVIDENT FUND and ESIC:

- 1) The contractor shall strictly comply with the provisions of Employees Provident Fund Act and Employees State Insurance. The contractor shall deposit employees and employers' contributions every month and a copy of the Challan should be submitted along with the monthly bills. The amount of EPF / ESI against the staff working for NID, Assam may be deposited separately and should not be mixed up with any other contract.
- 2) It will be the sole responsibility of the contractor to insure his persons for insurance cover under ESIC of appropriate value as per the govt. guidelines and submit a copy of policy to NID, Assam.
- 3) **The current rate of EPF is 13% of the minimum wages per month**
- 4) **The current rate of ESI is 3.25% of the minimum wages per month**

[H] GOODS & SERVICE TAX

- 1) The contractor should have valid GST Registration, a copy of which will be required to be submitted along with the quotation.
- 2) The rates to be quoted by the contractor should exclude the GST.
- 3) The contractor will be required to produce a proof for payment of GST along with each monthly bill. In case of exemption from GST, the contractor needs to submit suitable certificate / undertaking to this effect.
- 4) The payment of GST at applicable rates on specified component, shall be paid as per Govt of India orders, as amended from time to time.
- 5) **The current rate of GST on manpower services is 18%, which shall be paid at actual.**

[I] RATES:

- 1) The contractor shall be paid the rates as minimum wages, statutory payments like ESI & EPF etc. and the rates quoted in Annexure I of Part B.
- 2) The rates quoted by the contractor shall be deemed to include all expenses whatsoever that the contractor may be required to incur for providing the services.
- 3) The rates will remain firm throughout the period of contract or extended period of contract subject to [4] below.
- 4) Taxes, as applicable will be reimbursed on production of proof of payment as per the Government Notifications as per the prevailing rates or at revised rates as amended from time to time.

[J] PERFORMANCE EVALUATION:

The performance evaluation of the housekeeping / sanitation/ maintenance services shall be carried out by the institute on regular basis (daily, weekly, monthly). The contractor shall maintain the following records:

- 1) Daily task list, action plans.
- 2) The muster roll for the deployed personnel attending the duty shall be maintained at site indicating the name of the personnel. The contractor shall direct all his manpower deployed either to sign and to mark "P" in the attendance roster every day. Monthly Attendance sheet will be signed by the concerned authority from NID, Assam before the submission of the bills, failure to do so will be treated as personnel not engaged / absent on work.
- 3) Backfill register to be maintained to keep the record of reliever placed for any absentees.
- 4) Register of workman employed by the contractor in form XIII.
- 5) Any other records to be maintained under various acts as applicable.
- 6) Delivery challan / Invoices of the material supplied to the institute.
- 7) The institute shall review the quality/ performance of the manpower agency from time to time. The agency is obliged to perform to the satisfaction of the user department/ sections and may be asked to obtain user certificate from the department and section heads. Failing to do so Penalty may be imposed on the contractor. In this case decision of the Director, NID, Assam will be final and binding on the contractor.

[K] SAFETY OF THE WORKERS:

- 1) The contractor shall be responsible for and shall pay any compensation to his manpower deployed under the Workman's compensation act 1923 (VIII of 1923) (hereafter called the said act) for injuries caused to the personnel engaged.
- 2) The contractor shall be responsible for and shall pay the expenses or provide any immediate medical aid to any personnel engaged who may suffer bodily injury because of any unfortunate accident.
- 3) The contractor shall provide the necessary personnel safety equipment: safety gloves, safety goggles, safety harness, safety shoes as per the industrial safety guidelines for the use of personnel employed at NID, assam and shall maintain the same in conditions suitable for immediate use at any time inside the campus premises.
- 4) The personnel engaged shall be required to use the equipment so provided by the contractor. The Contractor shall take adequate steps to ensure proper use of the equipment by all concerned when the work is carried out in proximity to any place where there is a risk of drawing all necessary equipment.

- 5) Any injury/ accident/ death to the personnel engaged during the contract period shall be the responsibility of the contractor, and the compensation payable under labour laws shall be paid by the contractor.

[L] PERIOD OF CONTRACT:

The contract will be initially for a **period of one year** from the date of award of the contract, extendable to another year depending on satisfactory performance and mutual agreement. There will be an initial trial period of three months. At the sole discretion of NID, Assam, the trial period may be extended for a further period of three months or more. NID, Assam reserves the exclusive right to terminate the contract without notice, during the trial period/extended trial period without assigning any reason, whatsoever.

[M] TERMINATION OF THE CONTRACT:

The contract may also be terminated at any time during its currency at the sole discretion of NID, Assam by giving one month's notice to the contractor. The contractor may also discontinue the services by giving three months' notice in writing to NID, Assam. If the contractor suspends the services without any notice to NID, Assam, the whole amount of security deposit shall be forfeited in addition to the loss incurred in making alternate arrangements during the shortfall in the notice period.

The contract shall stand terminated at the sole discretion of NID, Assam in the event of filing of any legal petition against NID, Assam by the contractor or any of its employees with regards to labour laws/rules or in case of any agitation/strike initiated by the contractor's employees.

In case of failure on the part of the contractor to complete the work as per the scope of work defined, and/or failure to fulfill any of the terms and conditions of the agreement, the Security Deposit of the contractor shall be forfeited and remaining unexecuted work shall be got done through another contractor at the risk and cost of the defaulting contractor. All related cost incurred by NID, Assam on this account shall be recovered from the dues payable under the agreement/tender document, or any other dues of the defaulting contractor.

[N] SECURITY DEPOSIT:

The successful bidder shall be required to pay 3% of contract value as security deposit. The security deposit will be furnished in the form of Demand draft/ Bank Guarantee of any scheduled bank drawn in favour of the National Institute of Design, Assam payable at Jorhat and no interest shall be paid thereon. The security deposit shall remain with NID, Assam during the tenure of this

contract and be released only after three months from the date of expiry or termination of the contract.

The whole amount of the Security Deposit will be liable to forfeiture in case of breach of any of the terms agreed upon by the contractor. The security deposit shall also be liable to appropriation against dues payable to NID, Assam under the agreement or damage or expenses that may be sustained by NID, Assam as a result of negligence or such acts and omissions on the part of the contractor or the persons deployed by him at NID, Assam.

In the event of such adjustment of security deposit fully or partly, the contractor shall immediately make good such loss or damage that NID, Assam may incur or sustain on this account failing which security deposit of the contractor shall be forfeited. However, in case, the amount of loss / damage exceeds the security deposit then it shall be adjusted from the monthly bill(s) payable to the contractor.

The Security Deposit shall be held by NID, Assam as security for the due performance of the contractor's obligations under the Contract, provided that nothing herein stated shall make it incumbent upon NID, Assam to utilize the Security Deposit in preference to any other remedy which NID, Assam may have, nor shall be construed as confining the claims of NID, Assam against the contractor to the quantum of the Security Deposit.

[O] EARNEST MONEY DEPOSIT / BID SECURITY DECLARATION:

The tenderers are required to submit a Bid security declaration along with the completed tender in the form as enclosed in PART-B, ANNEXURE-IV. The tenders received without Bid security declaration shall be rejected.

[P] PAYMENT:

The contractor shall submit bills to the concerned officer of the Institute every month along with required certificates as prescribed by NID, Assam before 5th day of the following month for the work done in the preceding month. The payment shall be released by NID, Assam within 30 days from the date of its verification and certification of the bills. NID, Assam reserves its right to recover any amount, due for whatsoever reason(s), from the bills submitted by the contractor or from the security deposit.

No Claim for interest shall be entertained by NID, Assam in respect of any payments or deposits which may be held with NID, Assam or in respect to any delay on the part of NID, Assam in making monthly payments or otherwise.

[Q] PENALTY:

In case, the work is not done as laid down in the scope of work to the complete satisfaction of NID, Assam or if the contractor fails to comply with any of the terms and conditions of the contract or if the contractor fails to keep sufficient stock of material of approved brand/quality, NID, Assam has the right to impose a penalty up to ₹ 1,000/- per day per lapse, depending upon the gravity of problem.

[R] INDEMNITY:

The contractor will indemnify NID, Assam from all claims, suits, inability & procedure which may be identified/initiated by the employees engaged by the contractor and shall keep NID, Assam harmless from all such rules, procedure, liabilities. The contractor shall also indemnify NID, Assam from all or any legal implication or consequences that may arise out of labour laws/rules and any consequence that may arise out of misconduct of any of his/her personnel. The decision of the Director, NID, Assam in this regard shall be final and binding.

[S] INCOME TAX & OTHER DEDUCTIONS:

Income tax and any other statutory deductions shall be made from the monthly bill as per the provisions. Necessary income tax certificate will be issued to the contractor after depositing the amount to the Income Tax Dept.

[T] BANK ACCOUNT:

All manpower deployed by the contractor at NID, Assam campus or other locations must have bank accounts and their monthly emoluments shall be deposited directly in the respective bank accounts.

[U] SUB-CONTRACT:

- 1) That the contractor shall not, without prior consent in writing of the authorities of NID, Assam, assign or sublet contract or any part there-of. If he assigns or grants sub-contract to any person without obtaining prior consent of NID, Assam, he shall be doing so at his own risk and that shall not relieve the contractor of any obligation, duty, or responsibility under the contract.
- 2) Any dispute arising out of a Notified Claim of the contractor included in the Final Bill of the contractor and any dispute arising out of any Claim(s) of NID, Assam against the contractor shall be referred for arbitration to a Sole Arbitrator selected in accordance with the provisions mentioned herein. It is specifically agreed that NID, Assam may prefer its Claim(s) against the contractor even if a Notified Claim of the contractor has not been referred to arbitration. The contractor shall not,

- however, be entitled to raise as a set-off defense or counterclaim any claim, which is not a Notified Claim, included in the contractor's Final Bill.
- 3) The Sole Arbitrator referred to shall be selected by the contractor out of a panel of 3 (three) persons nominated by NID, Assam for the purpose of such selection and should the contractor fail to select an arbitrator within 30 (thirty) days from the panel of names of such nominee being furnished by NID, Assam for the purpose, the Sole Arbitrator shall be selected by NID, Assam out of the said panel.
 - 4) Any dispute(s) or difference(s) with respect to or concerning or relating to any of the following matters are hereby specifically excluded from the scope, purview and ambit of this Arbitration Agreement with the intention that any dispute or difference with respect to any of the said following matters and/or relating to the Arbitrator's or Arbitral Tribunal's jurisdiction with respect thereto shall not and cannot form the subject – matter of any reference or submission to arbitration, and the Arbitrator or the Arbitral Tribunal shall have no jurisdiction to entertain the same or to render any decision with respect thereto, and such matter shall be decided by the Director, NID, Assam prior to the Arbitrator proceeding with or proceeding further with the reference. The said excluded matters are:
 - a) With respect to or concerning the scope or existence or otherwise of the Arbitration Agreement;
 - b) Whether or not a Claim sought to be referred to arbitration by the contractor is a Notified Claim;
 - c) Whether or not a Notified Claim is included in the contractor's Final Bill.
 - d) The issue on which the decision of the Director, NID, Assam is final and binding.
 - 5) The provisions of the Indian Arbitration & Conciliation Act, 1996 and any re-enactment(s) and/or modification(s) thereof and of the Rules framed there under shall apply to arbitration proceedings pursuant hereto subject to the following conditions:
 - a) The Arbitrator shall give his Award separately in respect of each Claim and Counter-Claim and;
 - b) The Arbitrator shall not be entitled to review any decision, opinion or determination (howsoever expressed), which is stated to be final and/or binding on the contractor in terms of the Contract Documents.
 - 6) The venue of the arbitration shall be Jorhat provided that the arbitrator may with the consent of NID, Assam and the contractor, agree upon any other venue.

[V] GENERAL:

If at any stage during the currency of contract, in any case involving moral turpitude, the contractor or their employees is/are convicted, NID, Assam reserves the exclusive and special right to

terminate the Contract and in such event the contractor shall not be entitled to any compensation from NID, Assam.

[W] JURISDICTION:

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Jorhat.

[X] WAIVER:

No failure or delay by NID, Assam in enforcing any right to remedy of NID, Assam in terms of the Contract or any obligation or liability of the contractor in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by NID, Assam and notwithstanding such failure or delay, NID, Assam shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

[Y] GENERAL TERMS & CONDITIONS:

- 1) The manpower services will be completely administered by the contractor with the help of his/her supervisor and workers. All persons deployed by the contractor will be under the direct control of himself/herself or his/her supervisor for all intents and purposes. No master and servant relationship will exist between NID, Assam and the persons or supervisors deployed by the contractor.
- 2) The Contractor shall ensure that the manpower are from the local areas and not more than ONE person per family is deployed.
- 3) The contractor shall ensure the availability of specified number of manpower throughout the period of the contract.
- 4) Contractor is to designate a dedicated person (Coordinator) apart from above mentioned manpower for deployment of contract manpower and maintaining various records like attendance, salary, leave etc. who will be a salaried employee on the rolls of the Contractor's firm / company.
- 5) The contractor shall ensure that physically fit personnel above 18 years of age and not more than 55 years are only employed for working.
- 6) Contractor will be required to provide literate manpower, neatly dressed in uniform, courteous, well-mannered, and disciplined.
- 7) If the contractor fails to complete the work or any portion thereof as agreed upon, NID, Assam shall have the right to get the work done by engaging another agency at the complete risk and cost of contractor.

- 8) If the contractor fails to deploy required number of persons deemed necessary by NID, Assam, proportionate amount will be deducted from the bill for the corresponding period in addition to the penalty as deemed fit.
- 9) In addition, the contractor shall make frequent personal visits to all the sites of work and shall satisfy himself about the quality of work at regular intervals and/or whenever he/she is called upon to do so by NID, Assam.
- 10) In case of dispute on the interpretation of terms and conditions of the contract, the decision of the Director, NID, Assam, or of any person appointed as one-man Arbitrator in accordance with Arbitration Act, shall be final and binding on both, contractor and the NID, Assam.
- 11) Playing cards/ gambling/ smoking/ chewing tobacco, gutka are totally forbidden inside the NID campus. Any deployed personnel found violating these rules will be liable for termination of his services forthwith and the party shall arrange the replacement with immediate effect.
- 12) If the contractor fails to comply with any of the clause(s) / direction(s) given to him, NID, Assam shall have the exclusive right to terminate the contract forthwith. In such case, the contractor shall be liable to make good such loss or damage that NID, Assam may incur or sustain on this account failing which security deposit of the contractor shall be forfeited.
- 13) The work will be carried out as instructed from time to time.
- 14) The tender should be submitted in the prescribed tender form (part of this document) and all the rates quoted in the Annexure should be firm and inclusive of labour, material, statutory obligations, equipment, tools, tackles, and any other expenses that the contractor may incur in executing the job and shall not be subject to price escalation for whatsoever reasons, during the entire tenure of the contract. The detailed specification of cleaning material to be used should also be furnished.
- 15) The contractor shall always maintain sufficient stocks of material of approved quality as mentioned in the schedule of rates required for the above jobs. If the contractor procures less quantity of material, appropriate amount shall be deducted from his bill at the sole discretion of NID, Assam. If the material is surplus, the same may be recovered by NID, Assam.
- 16) The contractor shall ensure that all the persons deployed by him are free from all communicable, contagious infectious and other diseases and the contractor shall have them medically examined in case of any illness at his own cost. NID, Assam also reserves the right to direct the contractor to get his persons medically examined by a physician approved by NID, Assam at the sole expense of the contractor. If in the opinion of the NID, Assam any person deployed by the contractor is found to be suffering from any such communicable diseases or if any of the person of the contractor is found to commit any misconduct or misbehavior, NID, Assam, in its sole discretion may restrain such person from entering the NID, Assam premises.

- 17) The contractor will make his own arrangements for accommodation, transport, canteen and any other facilities for his staff. None of the persons of the contractor shall stay inside the NID, Assam campus after completion of the day's job.
- 18) In case the work is not found satisfactory, then NID, Assam reserves the right to terminate the contract within three months of the commencement of the contract and award work to the second listed party.
- 19) The contractor shall be responsible for the persons deployed by him at NID, Assam observing all the security and safety rules from time to time. In case NID, Assam suffers any loss etc. of whatever nature on account of deployed persons not following the security/safety regulations/instructions, the contractor shall be liable to make good all such losses as may be the right to recover all such losses etc. from the security deposit and/or dues payable by NID, Assam to the contractor besides other remedies open to NID, Assam.
- 20) The contractor shall indemnify NID, Assam for all appointment of labour under him and that they shall have no claim of permanent job at NID, Assam.
- 21) The contractor shall fulfill all statutory obligations/liabilities, shall maintain the necessary records under the labour laws applicable to his category and submit the proof of the same as and when asked for by NID, Assam.
- 22) The contractor shall furnish an undertaking that he/she or his/her employees shall not indulge in any other activities other than the ones assigned to them.
- 23) The Contractor shall maintain a fully equipped medical First Aid box, which should be easily available to the persons, deployed by him.
- 24) Contractor will have to get police verification certificate for all the manpower deployed by him to work at the campus, from the date of commencement of the contract and submit a copy of the same to NID, Assam immediately on its receipt.
- 25) Income tax, if applicable to be deducted at source will be recovered as per relevant rules and necessary certificate will be given by NID, Assam.
- 26) NID, Assam reserves the right to enter into parallel contracts with any other party during the currency of the contract including splitting of the contract to the advantage of the Institute.
- 27) The contractor and the person deployed by him at NID, Assam shall abide by all rules and procedures of NID, Assam, including the security regulations. They shall also be subject to examination / checking by the security agencies on entry / exit or at any time, if necessary.
- 28) The contractor shall provide with the following to the manpower deployed at the site:
 - a) Identity card.
 - b) Individual "Letter of employment" from the vendor to the manpower deployed with the details of entitled wage.
 - c) Uniform: Top wear, bottom wear, non-skidding shoes (02 pairs each)

- d) Sanitation gloves (for lavatories Janitors).
- e) Individual Salary slips (consolidated detailed salary breakup to be attached with the monthly Invoice)
- f) Safety gears.

PART-A
ANNEXURE-I

LIST OF CURRENT CLIENTS

Sl. No.	Name, Address, Contact Person & Phone no. of Clients	Date of Starting of the Contract	Area serviced	Period of contract	Reason for discontinuance / termination

UNDERTAKING

I/We hereby undertake that the information provided above and elsewhere in the tender is true to the best of my/our knowledge and belief. The tender is liable to rejection, if at any point of time, it is detected, that the information(s) provided by me / us is either false or suppressed, in any form.

Date: _____

Place: _____

Signature of Contractor:

Name:

Seal of Company

PART-A
ANNEXURE-II

Furnish below the details of the cases filed against you or your firm, if any, in any of the Courts in India:

Sl. No.	Case No.	In Court of	Case in brief	Status of Case

UNDERTAKING

I/We hereby undertake that the information provided above and elsewhere in the tender is true to the best of my/our knowledge and belief. The tender is liable to rejection, if at any point of time, it is detected, that the information(s) provided by me / us is either false or suppressed, in any form.

Date: _____

Place: _____

Signature of Contractor: _____

Name: _____

Seal of Company

PART-A
ANNEXURE-III
Bidder's Detail

(To be kept duly signed in Technical Bid)

Sl. No.	Particulars	Details	Page no.
1)	Name of the company /proprietor/ partnership firm registered for this purpose under any Law / Act of India		
2)	Registered Office Address (Valid shops and establishment certificate/ Memorandum of Association/Electricity bill/ Rent agreement mentioning the address of the office premises.)	:	
	Telephone No	:	
	Email ID	:	
3)	Address proof of Operating Branch Office at Jorhat (Valid shops and establishment certificate/ Memorandum of Association/Electricity bill/ Rent agreement mentioning the address of the office premises.)	:	
	Telephone No	:	
	Email ID	:	
4)	Round the Clock Emergency No.	:	
5)	Name of the Contact person	:	
6)	Mobile No of Contact person	:	
7)	GST Registration No.	:	
8)	PAN/TAN/Registration Certificate	:	
9)	Details of Registration with Central Labour Commissioner	:	
10)	PF Code No. (Attach Certificate)	:	
11)	ESI Code No. (Attach Certificate)	:	
12)	Details of valid ISO 9001 certification and valid license	:	

- 13) Details of Bank Solvency amounting to ₹ 30 :
Lakh
- a) Solvency amount :
b) Issuing Bank name :
c) Whether the bank is a nationalized/
scheduled bank :
d) Solvency Letter no. :
e) Issuing date :
- 14) Average annual financial turnover of at least : **2018-2019 = ₹**
₹ 1 Crore (Rupees One Crore Only) during **2019-2020 = ₹**
the last three financial years **2020-2021 = ₹**
Average = ₹
(Audited Profit & loss Account, balance sheet and certificate issued by Chartered Accountant for FYs. Annual financial turnover should be clearly indicative in nature.)
- 15) Details of one single manpower contract of : Name of organization:
one year duration during last 3 Financial years in Government / Semi Government or reputed Organization in Assam Region with deployment of 50 staff per day at single premises.
(Provide the following along with documentary proof) Period of Contract:
a. Work order / Agreement No: No. of workers:
b. Contract value:
c. Client's certificate: OR
- 16) Details of two manpower contracts of one 1. Name of organization:
year duration during last 3 financial years in Government / Semi Government or reputed Organization in Assam Region with deployment of 35 staff per day at single premises. Period of Contract:
No. of workers:
2. Name of organization:
Period of Contract:
No. of workers:
- 17) During last three financial years (2018-19, 2019-20 & 2020-21)
: Name of organization:

The bidder must have undertaken and completed at least one contract of minimum value of ₹ 60 Lakh for providing manpower services

(Provide the following along with documentary proof)

- a. Work order/Agreement No:
- b. Contract value:
- c. Client's certificate: OR

The bidder must have undertaken and completed at least two contracts of minimum value of ₹ 40 L for providing manpower services.

(Provide the following along with documentary proof)

- a. Work order/Agreement No:
- b. Contract value:
- c. Clients certificate: OR

The bidder must have undertaken and completed at least three contracts of minimum value of ₹ 20 Lakh per year for providing security services.

(Provide the following along with documentary proof)

- a. Work order/Agreement No:
- b. Contract value:
- c. Clients certificate:

Period of Contract:

Value of contract:

1. Name of organization:

Period of Contract:

Value of contract:

2. Name of organization:

Period of Contract:

Value of contract:

1. Name of organization:

Period of Contract:

Value of contract:

2. Name of organization:

Period of Contract:

Value of contract:

3. Name of organization:

Period of Contract:

Value of contract:

18) Details of Bid Security Declaration :

19) Any other information by the bidder :

Date: _____

Place: _____

Authorized Signatory (Signature in full):

Full Name of Signatory: _____

Seal of the company

PART-B
CONTACT DETAILS OF BIDDER

1. Name of the company / tenderer :
2. Registered Office Address :
3. Address of the local office at Jorhat :
4. Phone No :
5. Email ID :
6. Date :

To,
The Chief Administrative Officer
National Institute of Design, Assam
Tocklai, Rajabari, Jorhat-785014

Sub: Offer of Rates for providing manpower services on rate contract basis at NID, Assam

Dear Madam,

With reference to your tender notice No. **NIDJ/2021-22/Manpower/2371 dated 26-11-2021**, I/We hereby submit my/our tender for manpower services on rate contract basis at NID, Assam along with all relevant documents. In addition to acceptance of all the terms and conditions as stipulated in the tender document, I/We declare and agree:

- 1) That I/We have gone through the scope of work as given in the tender document and offer my/our all-inclusive rates for each job in the attached Annexure.
- 2) That I/We have not been black listed by any Govt. agency / organistaion.
- 3) That I/We have gone through and understood the terms and conditions of the contract as stipulated in the tender document.
- 4) That I am/We are competent and resourceful to carry out the job, which may be ascertained from the enclosed certificates of work experience from past and current clients.
- 5) That I/We shall promptly and amicably handle the entire problem including deployment of persons and their problems.
- 6) That I/We shall maintain all records of my/our deployed persons and I am/We are fully aware of all statutory laws and regulations which will be duly complied with by me/us.
- 7) That the rates quoted by me/us are for the complete job as per the scope and therefore I/We shall arrange for all tools, tackles, cleaning material etc. required for carrying out the job according to the brand/quality and quantity prescribed by NID, Assam.
- 8) That I/We hereby confirm that I/We have personally visited the sites, seen and understood the nature and quantum of work to be carried out by us and I/We have quoted the rates after assessing the same.
- 9) In case I am/we are awarded the work, I /we shall commence the work on the date as mentioned in the work order.
- 10) I /We take total responsibility to comply with the Minimum wages act and all other statutory obligations applicable to us for the person deployed by me/us.

Encl.: Part B - Annexure I, II, III duly filled.

Yours faithfully,

Date: _____

Place: _____

Signature of Contractor:

Name:

Seal of Company

PART-B
ANNEXURE -I
PRICE BID (Please refer Clause E above)

Package rate for providing manpower services including all statutory obligations, overheads & profit etc.					
Name of the firm:					
Firm registration no.:					
PF registration no.:					
ESI registration no.:					
Labour Registration no.					
Sl. No.	Particulars of payment of Skilled / Semi-Skilled / Unskilled workers	Highly skilled per person / per month (26 Days)	Skilled workers per person / per month (26 Days)	Semi-skilled workers per person / per month (26 Days)	Unskilled workers per person / per month (26 Days)
1.	<p>a. Minimum wages (for 26 Days per month) shall be as per rates notified by the Chief Labour Commissioner, Ministry of Labour & Employment, GOI*, as applicable for Central Government Institute situated at Jorhat and as amended from time to time.</p> <p>b. The other statutory payments like ESI, EPF, bonus, shall be paid as per Govt of India orders, as amended from time to time.</p> <p>c. The payment of GST at applicable rates on specified component, shall be paid as per Govt of India orders, as amended from time to time.</p> <p>d. All of the above shall be considered from Institute end, while preparing the Comparative Statement and the same shall be mentioned in the work order to the selected firm.</p> <p>e. Vendor's / Contractor's are requested not to quote for the above, as the rates are constant for all. They may quote only for the below mention items:</p>				
2.	* Contractor's margin/ Service Charge (in fixed lump sum per person per month)				
3.	* Uniform charges				
4.	Washing charges, if any				
5.	Any other charges, if any (Please Specify)				
6.	* Rate quoted (in Rs.) per person per month				
7.	* Rate quoted (in ₹) for specified nos. of person(s) per month				
* Total Amount (in figure and words) for total specified nos. of person(s) per month					

Note: 1). * should mandatorily be filled. 2). Paid Weekly Offs / National Holidays (26th January, 15th August & 02nd October) to be included. 3). Contractor's margin / Service Charge must include all other statutory obligations, if any, apart from the items mentioned at Sl. No. 1 above. 4). It may also be noted that, if any amount, in disguised, is charges / deducted from wages of engaged outsourced personal, then the bidder shall be disqualified, immediately.

Date:

Place:

Signature of Contractor:

Name:

Seal of Company

PART-B
ANNEXURE-II Price Bid
Material requirement for manpower services (facility management) at NID, ASSAM campus

Sr. No.	Item Description	Monthly consumption	Sr. No.	Item Description	Monthly consumption
1	White phenyl (best quality)	70 Ltrs	19	Broom	20 Pcs
2	Black phenyl (best quality)	30 Ltrs	20	Iron brush	05 Pcs
3	Sanitary cube (naphthalene)	50 Pkt	21	Drain chock cleaner	20 Pcs
4	Insect killer spray (best quality)	20 Pcs	22	Plastic bucket with handle	05 Pcs
5	Toilet cleaner (best quality)	60 Ltrs	23	Plastic mug	05 Pcs
6	Air freshener (best quality)	20 Pcs	24	PVC brush with wooden handle	02 Pcs
7	Floor cleaner (best quality)	15 Ltrs	25	Wire brush with wooden handle	04 Pcs
8	Multipurpose cleaner (best quality)	25 Ltrs	26	Cobweb broom	02 Pcs
9	Glass cleaner (eg. Colin) (best quality)	40 Pcs	27	Hand wash liquid	60 Ltrs
10	Detergent powder (best quality)	05 Kgs	28	Brush cutter roll	10 Rolls
11	Liquid soap (multipurpose)	30 Ltrs	29	Brush cutter Trimmer head	02 Pcs
12	Wiper (quarterly)	12 Pcs	30	Floor disinfectant	30 Ltrs
13	Mopper (wet and dry, supplied quarterly)	20 Pcs	31	Hand towel	05 Pcs
14	Floor duster	10 Pcs	32	Garbage bag (black)	30 Pkt
15	Dusting towel	10 Pcs	33	Tissue paper	30 Pkt
16	Coconut broom	10 Pcs	34	Petrol/ Diesel/ Engine Oil	60 Ltrs
17	Toilet brush (every six months)	10 Pcs	35	Miscellaneous (As per requirements)	
18	Basin brush	10 Pcs			

Note:

- 1) All material / consumables and other related items is to be provided by the selected firm.
- 2) The items should be from reputed brands or in conformity with the specification / makes keeping in view good quality / standard after discussion and finalization with Officer-In-Charge.
- 3) The selected firm upon discussion with Officer-in-Charge, shall assess the quantity of consumables to be used and supply them in advance and store them at NID, Assam on a monthly basis.
- 4) The price of Petrol / Diesel / Engine Oil shall be paid as per applicable rates.
The cost of consumables per month is approximately Rs. 50,000/- and selected firm shall be required to purchase the items from dealer/distributors with valid invoices drawn in the name of Director, NID, Assam. NID Assam will be the sole holder of any discount (normally ranging between 5 – 15%) offered by dealer/distributor on such items. Cost of the consumables shall be paid at actual on production of necessary invoices as stated above.
- 5) Evaluation of the bids will be done based on Annexure-I only.

Declaration:

I / We certify that the above points are agreeable to our Firm and I / We undertake to pass on the complete discount received from the wholesale purchase of the above items to the Institute through valid invoices in the name of Director, NID Assam.

Date: _____

Place: _____

Signature of Contractor:

Name: _____

Seal of Company

PART-B

ANNEXURE -III

Bid Security Declaration Form

Date:

Tender No.:

To,

The Chief Administrative Officer
National Institute of Design, Assam
Tocklai, Rajabari, Jorhat-785014

Sub: Bid Security Declaration Form

- 1) I / We. The undersigned, declare that:
- 2) I / We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration In lieu of Earnest Money Deposit.
- 3) I / We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the form of Bid; OR
 - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.
- 4) I / We understand this Bid Securing Declaration shall cease to be valid if I am / we are not the successful Bidder, upon the earlier of
 - a) the receipt of your notification of the name of the successful Bidder; OR
 - b) thirty days after the expiration of the validity of my / our Bid.
- 5) Signed: (insert signature of person whose name and capacity are shown) in the capacity of(insert legal capacity of person signing the Bid Securing Declaration)
- 6) Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on day of, 2021 (insert date of signing).

Date:

Signature of Contractor:

Place:

Name:

Seal of Company