

NATIONAL SUGAR INSTITUTE

KANPUR-208017

AN ISO 9001:2008 Certified Institute
Ministry of Consumer Affairs, Food & Public Distribution
Department of Food & Public Distribution
(Government of India)

PHONE: (0512)-2570541,543

FAX: (0512)-2570247

E-mail: nsikanpur@nic.in



सत्यमेव जयते

Government of India

Tender Notice No: 1(1)/Cont. Labour/2016-17/Pur.

Name of work: *Tender for providing Man-power – Highly Skilled, Skilled, Semi-skilled, Un-skilled and other categories for office assistance /Administrative Work, Farm/Agricultural/Horticulture Work, Operation Work at Experimental Sugar Factory and Housekeeping activities etc. at NSI, Kanpur on outsourcing/contractual basis.*

SL. NO	CONTENTS	PAGE NO.
1.	NOTICE INVITING TENDER (NIT)	3
2.	ELIGIBILITY CONDITIONS	5-7
3.	INSTRUCTIONS TO BIDDERS	7-9
4.	SCOPE OF WORK	9-13
5.	GENERAL TERMS & CONDITIONS	13-17
6.	APPENDIX-I	18-19
7.	APPENDIX-II	20
8.	APPENDIX-III	21
9.	APPENDIX-IV	22
10.	APPENDIX-V	23
11.	APPENDIX-VI	24
12.	APPENDIX-VII	25
13.	APPENDIX-VIII	26-28



NATIONAL SUGAR INSTITUTE

KANPUR-208017

AN ISO 9001:2008 Certified Institute

Ministry of Consumer Affairs, Food & Public Distribution

Department of Food & Public Distribution

(Government of India)

PHONE: (0512)-2570541,543 FAX: (0512)-2570247, E-mail: nsikanpur@nic.in

Tender No: 1(1)/Cont. Labour/2016-17/Pur.

Dated: 10th June, 2016

A. Notice Inviting Tender (NIT)

Sealed Tenders are invited in two bids (Technical & Financial) for and on behalf of the President of India by the Director, National Sugar Institute, Kanpur for award of Contract on outsourcing/contractual basis from experienced and registered agency having a valid license under Contract Labour (Regulation and abolition), Act 1970 for providing Man-power –Highly Skilled, Skilled, Semi-skilled, Unskilled and other categories for office assistance /Administrative Work, Farm/Agricultural Work, Horticulture / Garden work, Operation Work at Experimental Sugar Factory and Housekeeping activities etc. at NSI, Kanpur.

The tender document with complete details of tender including experience required, scope of work and terms and conditions can be downloaded from the website <http://nsi.gov.in>

Each page of the downloaded form is to be signed by the bidder as acknowledgement of acceptance of conditions laid down in the tender document.

The cost of the tender document is Rs 1,000/- which has to be submitted separately alongwith technical bid in the form of Demand Draft drawn in favour of '**Director, National Sugar Institute, Kanpur**' payable at Kanpur.

The last date for submission of Sealed tender is 04th July, 2016 13:00 hrs.

The technical Bids will be opened on the same day at 15:30 hrs. **EMD of Rs. 1,00,000/- has to be submitted in the form of Demand Draft with the technical bids** drawn in favour of '**Director National Sugar Institute, Kanpur**' payable at Kanpur. EMD in any other form is not acceptable. Tender receipt without EMD will be summarily rejected. Late and delayed tenders will be summarily rejected.

The Institute reserves the right to set pre-qualification criterion (refer pre-qualification list and questionnaire attached, which must be filled by all the tenderers) and evaluation of suitability of the Agencies. This evaluation will primarily be based on legal and financial standing, together with capacity to deliver such services based on size, track record and experience, as on date. It is essential that interested agencies may provide the Institute with sufficient information so that their capability can be properly assessed, instilling confidence that the organisation have the financial, legal, personnel, infrastructural and capability track record to deliver security services. It should be noted that all personnel contracted by the Agency, under the said contract will be required to obtain appropriate clearance from the District Administration/Police Department.

Senior Administrative Officer
NSI, Kanpur



NATIONAL SUGAR INSTITUTE

KANPUR-208017

AN ISO 9001:2008 Certified Institute

Ministry of Consumer Affairs, Food & Public Distribution

Department of Food & Public Distribution

(Government of India)

PHONE: (0512)-2570541, 543 FAX: (0512)-2570247, E-mail: nsikanpur@nic.in

TENDER FORM COST: Rs. 1,000/- (Rupees One Thousand only)

TENDER FOR: Providing Man-power – Highly Skilled, Skilled, Semi-skilled, Un-skilled and other categories for office assistance /Administrative Work, Farm/Agricultural Work, Horticulture / Garden work, Operation Work at Experimental Sugar Factory and Housekeeping activities etc. at NSI, Kanpur on outsourcing/contractual basis.

TENDER NO.: 1(1)/Cont. Labour/2016-17/Pur.

1. DATE OF DOWNLOADING: :.....

2. NAME & ADDRESS OF THE APPLICANT:.....

.....
.....

3. LAST DATE FOR SUBMISSION OF TENDER: **4th July, 2016 upto 13:00 hrs**

4. TECHNICAL BID WILL BE OPENED ON: **4th July, 2016 upto 15:30 hrs**

5. ADDRESS FOR SUBMISSION AND
OPENING OF TENDER: DIRECTOR,
NATIONAL SUGAR INSTITUTE,
KANPUR-208017
DISTRICT: KANPUR (UP)

(Tender form is Non Transferable)

SIGNATURE OF THE BIDDER
with date and Seal

National Sugar Institute, Kanpur invites Sealed Tenders under two bid system (Technical and Financial bids) for award of Contract on outsourcing/contractual basis from experienced and registered agency having a valid license under Contract Labour (Regulation and abolition), Act 1970 for providing Man-power – Highly Skilled, Skilled, Semi-skilled, Unskilled and other categories for office assistance/Administrative Work, Farm/Agricultural Work, Horticulture / Garden work, Operation Work at Experimental Sugar Factory and Housekeeping activities etc. at NSI, Kanpur.

1. Eligibility Conditions:

1.1 The present tender is being invited for award of Contract on outsourcing/contractual basis for providing Man-power – Highly Skilled, Skilled, Semi-skilled, Unskilled and other categories for office assistance /Administrative Work, Farm/Agricultural Work, Horticulture / Garden work, Operation Work at Experimental Sugar Factory and Housekeeping activities etc. at NSI, Kanpur, under which the contractor shall provide the manpower as per requirement of Institute, intimated from time to time, and broadly mentioned in Appendix VII. The tender shall be evaluated initially considering the following criteria. Bidders who fulfil the following criteria (detailed in Appendix-I to VI) are eligible to submit the tender :-

1.2 Proof of Registration of the bidder under relevant law, such as companies Act, and/or shops & Establishment Act etc. for partnership firms, full name and address of each partner alongwith certified copy of registered partnership deed, copy of trade license. For proprietorship firms, full name and address of proprietor alongwith certified copy of trade license.

1.3 All bidders *are required to enclose photocopies of the following documents (duly self-attested) alongwith the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:*

- a) *Registration certificate;*
- b) *Copy of PAN/TAN card;*
- c) *Copy of the IT return filed for the last three financial years;*
- d) *Copies of EPF and ESI Registration certificates;*
- e) *Copy of the Service Tax registration certificate;*
- f) *Valid Labour licence issued by the appropriate authority under Contract Labour Act;*
- g) Financial Information
- h) Affidavit, Undertaking etc. as per enclosed formats

1.4 The intending bidder must have experience in performance of similar nature of contract for last preceding three years ending March 2016 in Central/State Govt. Depts./Organization/PSUs or in reputed establishments/Educational Institutions. The intending bidders must submit documentary evidence in support of above in the form of certified copy of work order, completion certificate, or payment/vouchers.

Signature of the Bidder
with date and Seal

1.5. The bidder with higher annual turnover during the last preceding three years will be given preference. All bidders should submit copies of audited statement of Accounts for the last three years ending 31st March, 2015 along with the tender documents. In case of exemption from the requirement of Audit of statement of Accounts, necessary certificate should be provided.

1.6 The bidder must submit copy of acknowledgement of Income Tax return for last three previous years ending 31st March, 2015.

1.7. The bidder should furnish the details of staff strength, qualification & experience of his supervisory staff, office address for correspondence, contact telephone numbers, etc. alongwith an attested copy of Annual Returns filed by him in r/o his workers towards ESIC, EPF and copies of challan as on 1st April of current financial year.

1.8. The Agency should be able to deploy fit and healthy manpower in the preferable average age group of more than 18 years and less than 55 years.

1.9. The Skilled/Semi Skilled manpower to be provided should have qualifications pre-requisite for the Skills required for deployment.

The suitability of any deployed manpower will be decided by the Institute and its decision shall be treated as final.

1.10. The Agency should have office at Kanpur with Zonal or Regional Headquarters in Kanpur/ Lucknow.

1.11. The bidder shall be required to deposit a sum of Rs. 1,000/- (Rupees One Thousand only) towards the cost of Tender Documents and Rs. 1,00,000/- (Rupees One Lakh only) as Earnest Money in the form of Demand Drafts in favour of '**Director National Sugar Institute, Kanpur**' payable at Kanpur. The earnest money (EMD) is to be deposited alongwith technical bids. **Tenders submitted without the cost of Tender Documents and the Earnest Money is liable to be rejected.**

1.12. **Weight-age will be given to the Firm/Agencies/Service providers, if they possess:**

1. ISO 9001-2008 Certification
2. Running contract in large educational Institutions/Government organizations
3. Awards obtained by the Agency
4. Long years of service in the related fields of providing manpower for office assistance/ Administrative Work, Farm/Agricultural Work, Horticulture / Garden work, Housekeeping activities & Operation Work at Factory particularly Sugar Factory and etc.
5. Sound financial status

Signature of the Bidder
with date and Seal

1.13. Work done certificate for having successfully executed/completed similar works during the last 3 years ending last day of March of the current year i.e., 2016, should be either of the following :

- i. Three similar completed works costing not less than the amount equal to 40% of the estimated cost OR
- ii. Two similar completed works costing not less than the amount equal to 50% of the estimated cost OR
- iii. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar work means execution of providing Man-power (skilled, semi-skilled & un-skilled and other categories) and must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the date of commencement and date of completion of the work. Similar works does not include Security Services, etc.

2. Instructions to Bidders

2.1 Sealed tenders are invited by Director, NSI Kanpur in Two Cover format from the intending bidders.

2.2 The Bidder shall give an undertaking that he will comply with all conditions in the tender documents. For this purpose, the tender documents shall be completed in all respects and duly signed and stamped on each page by an authorised representative of the Bidder.

2.3 **Double Cover Bid Tender:** Bidders are required to submit their offers in a sealed cover superscripting the name of the tender and containing two separate envelopes as detailed below:

Envelope 1: Should be superscripted with the name of the work and the words “Technical Bid” and should contain

- a) Appendix – I (Technical bid)
- b) Appendix – II (Undertaking)
- c) Appendix – III (Affidavit)
- d) Appendix – IV (Details of work of similar nature)
- e) Appendix – V (Solvency certificate)
- f) Appendix – VI (Financial information)
- g) Appendix – VII (Required strength)
- h) Other essential certificates, Earnest Money and Cost of Tender Documents and signed tender documents.

Envelope 2: Should be superscripted with the name of the work and the words “Price Bid”. It should contain only the “Price Bid” as per Appendix VIII. The bidder shall quote his rate in the Price Bid both in figures and in words.

Signature of the Bidder
with date and Seal

2.4 The sealed outer envelope shall be addressed to:

The Director,
National Sugar Institute,
Kalyanpur
Kanpur-208017

2.5 The completed tenders should be submitted at the above address on or before last date for submission i.e. **4th July, 2016 by 13:00 Hrs.** All Tenders submitted by hand should be dropped in the Tender Box kept at the office i.e. NSI, Kanpur by the stipulated date and time mentioned above.

2.6 Tenders sent by Fax/E-mail and those received late after the prescribed date and time will not be entertained. NSI, Kanpur will not be responsible for any postal losses or delays in submission of documents.

2.7 All communications with regard to this tender are to be addressed to the above address

2.8 NSI, Kanpur, in its sole discretion, may extend due date of tender by issuing a corrigendum in the website.

2.9 The Technical Bids will be opened in the presence of the representatives of the bidders who choose to attend the tender opening at **15:30 hrs on 4th July, 2016** at **National Sugar Institute, Kanpur**

2.10 In case the day of opening of tender is declared a holiday, the opening shall be held on the next working day at the same time.

2.11 The offer will remain valid for a period of 90 days from the date of opening of Price Bid. If required, the validity shall be extended for further period by mutual consent.

2.12 The Tender Documents should be typewritten/computerized or neatly handwritten. The entire tender document should be duly signed & sealed by the bidder. The tender documents are non-transferable.

2.13 Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialling, dating and rewriting.

2.14 The Bidders are advised not to attach superfluous/additional information beyond the requirements of the Bid. No information will be entertained after technical bid is submitted, unless it is called for by NSI, Kanpur. Documents submitted in connection with the tender will be treated as confidential and will not be returned.

2.15 The contracting Company/Firm/NGO/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.

2.16 Bidder should note that different firms/agencies/NGOs having common partners/directors are not permitted to quote for more than one tender offer from any of such firms.

Signature of the Bidder
with date and Seal

2.17 NSI, Kanpur reserves the right to choose, accept or reject any or all requests/offers, in full or part, at any stage, reduces or increase the number of personnel without assigning any reasons there for. The

quantity/number of personnel shown in the document is only indicative. The requirement of skilled, semi-skilled, un-skilled, clerical & non-technical supervisory and other categories of workers will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased any time. The Director, NSI, Kanpur will be under no obligation to engage any specific number of Contractor's workers during the period of contract.

3. Scope of Work

3.1 Area of work: Providing office assistance /Administrative Work, Farm/Agricultural services, Horticulture / Garden services, Operation Work at Experimental Sugar Factory and Housekeeping activities etc. at NSI, Kanpur.

3.2 Visit at NSI, Kanpur: The bidder is required to provide manpower to the NSI, Kanpur and is advised to visit on any working day between 10.00 hrs. and 1500 hrs except Saturday, Sunday and government holidays and acquaint himself with the area and operational system. The cost of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the NSI, Kanpur and is aware of the operational conditions prior to the submission of the tender documents.

3.3 The bidder or his authorized representative may meet Estate Officer or Caretaker for any clarification.

3.4 The contractor shall furnish the list of each and every person employed by him and directed to work at NSI, Kanpur with a copy of their latest photograph.

3.5 The Service Provider/ Agency will issue detailed working instructions to the manpower supplied by them and this deployment, will be with the prior approval of the Director/Authorised Officer of NSI, Kanpur. This inter alia implies that, each individual should know their roles and responsibilities and cannot be deployed without prior approval of the competent authority.

3.6 Manpower once posted will not be shifted without the prior permission of the competent authority of NSI, Kanpur. Similarly any newly posted personnel will be put on duty only after the interview is conducted and clearance of the authorised officer of NSI, Kanpur is obtained.

3.7 Bio-data with pass port size photograph in respect to all personnel deployed for duty will be submitted to the Authorised Officer of NSI, Kanpur.

3.8 If any deployed personnel is found away from his duty without valid reason, that duty period will be treated as absence. The cumulative period of absence of all such defaulters will be converted in to man hours/ man days at the end of the month and will be reflected as disallowance in the monthly bill.

3.9. The agency will not employ resident in the NSI, Campus, wards of NSI Employees and Ex-employees of outgoing service provider / agencies.

Signature of the Bidder
with date and Seal

3.10 In the event of any misdemeanour, likes found to be under the influence of liquor / drugs or indecent/insolent behaviour at duty place, sleeping during duty, by any deployed person, such personnel will

be removed from duty immediately and shall not be detailed at the Institute in future. This condition will apply also to those personnel found abetting with another person in any sorts of misdeeds.

3.11 Personnel on off duty (weekly off etc.) will not be allowed to visit duty places.

3.12 The right to increase or decrease the strength of personnel posted at any time, rests with NSI, Kanpur.

3.13 The Company will provide the desired manpower, within 24 hrs. notice.

3.14 The following documents will be maintained by the Agency/Company/Service Provider/Firm:

- i. Daily Attendance Register
- ii. Details of Statutory Dues
- iii. Documents related to and covered by Labour Department to be displayed and authenticated by Local Labour Officer.

Note: The stationery to maintain above documentation will be provided by the Agency/Company/Service Provider/Firm. These documents will be put up to the Authorised Officer, NSI, Kanpur, as and when required by him.

3.15 There shall be periodical surprise checks by Officer(s) of the Agency/Company/Service Provider/Firm /NSI during the deployment period.

3.16 Liaison with any trade union and trade union activities will attract the cancellation of services of the Agency forthwith.

3.17 In connection with deployment, the order of Director, NSI or any authorised officer of NSI Kanpur will be final and binding. In case of need, Agency/Company/Service Provider/Firm should be able to supply and detail extra manpower wherever applicable.

3.18 The Institute will forfeit the EMD and/or Security Deposit, submitted in the form of Demand Draft or Indemnity bond/Bank guarantee/Cash deposit, in case the Agency/Company/Service Provider/Firm discontinue their service without prior notice and any loss is incurred to the Institute properties due to any lapse on the part of Agency/Company/Service Provider/Firm.

3.19 In case of any loss/damage caused, not due to natural calamities, or an act of God, to the property (properties) of the Institute where the complicity or laxity of the deployed personnel of the Agency is suspected, after filing an FIR, a joint enquiry will be held to apportion responsibility and determine the quantum of compensation to be paid by Agency. If the enquiry is not able to pinpoint the responsibility, the decision of the Competent Authority of NSI, Kanpur will be final and binding on both parties.

Signature of the Bidder
with date and Seal

3.20 The Successful bidder will have to deposit an amount about 10% of the Estimated Annual Contract Value in the form of Performance Bank Guarantee (PBG) as Performance Security in favour of NSI, Kanpur. The successful bidder shall within 15-days of the date of issue of Work Order deposit with NSI, Kanpur a sum equal to 10% of the annual value of the accepted tender as Performance security deposit, in the form of Performance Bank Guarantee (PBG)/Demand Draft failing which NSI, Kanpur may at its discretion cancel the Work Order and forfeit the Earnest Money Deposit furnished along with the tender. The EMD can be considered for adjustment in the amount for PBG. The actual amount of PBG will be intimated to the successful bidder at the time of entering into contract.

3.21 The engagement can be terminated with one month's notice from either side.

3.22 Leave Relief: No person shall be sent on leave unless, cleared by the Authorised Officer. In all such cases, relief will be positioned prior to sending the personnel to leave. Further that the contractor shall deploy his/her/firm persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealing with the persons in his/her/firm employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulation and rules which is materially incorrect, he shall without prejudice to any other liability reimburse the Director NSI, Kanpur, the sum incurred by the NSI, Kanpur in this regard.

3.23 The Agency/Company/Service Provider/Firm shall be solely responsible for all acts of commission and /or omission on the part of their personnel deployed/posted at the NSI, Kanpur.

3.24 The Agency shall immediately notify NSI, Kanpur in writing of the occurrence of any event which may result in or which may lead to stoppage of work, slowdown, labour dispute, strike, any labour related disruption of its own staff, impediment or disruption in the due performance of the obligations of the Company/Firm under this Agreement. The Company/Firm also agrees that in the event any such work stoppage, slowdown, labour dispute, strike, disruption or impediment continues for a period exceeding 24 hours, then, notwithstanding what is contained in this Agreement; NSI, Kanpur may at its sole discretion terminate this Agreement forthwith.

3.25 The personnel provided should be of high integrity and confidence. The antecedent of the persons engaged should be verified by the Agency/Local Police Authorities/Home Department, as applicable, to the satisfaction of NSI, Kanpur.

3.26 The scope of work, description and the terms and conditions maintained herein above are only indicative and not exhaustive and the Agency/Company/Service Provider/Firm shall meet any other requirements of NSI, Kanpur from time to time, relating to the contractual manpower required by the Institute.

Signature of the Bidder
with date and Seal

3.27 The Agency/Company/Service Provider/Firm shall be responsible and liable for and shall indemnify NSI, Kanpur and keep NSI, Kanpur indemnified and safe and harmless at all times, against any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and action in any nature whatsoever made or instituted against or caused to or suffered by NSI, Kanpur or indirectly by reason if:

- i. Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its duties and obligation she re under, service, act or omission of or by the Agency and/or any of its staff, and/ or
- ii. Any theft, robbery, fraud or other wrongful actor omission by the Agency and/or any of its staff.

3.28. Institute will not be responsible for any accident/illness and any other casualties during the stay of the deployed manpower and all related expenditure will be borne by the Agency/Company/Service Provider/Firm concerned.

3.29 The contractor shall pay his workmen deputed at NSI, Kanpur, and the wages not less than the monthly rate as notified from time to time by the Central Government or State Government, whichever is higher. The same has also been indicated in Appendix VIII (for the purpose of evaluation by making parameters constant and variable). However component no. 1 of Appendix VIII may be revised as and when rate of the Minimum wages is revised by notification issued by Central Government/State Government for applicable zone for UP from time to time. Component Nos. 3, 4 & 5 of Appendix VIII may be revised subject to revision of the rate by the respective Statutory Authority and submission of necessary documents by the successful bidder. Wages payment to the deputed security personnel as mentioned Appendix VIII will be proportionately reduced due to their absence from duty.

3.30 The contractor shall obtain a license from the State Labour Department under the Contract Labour (Regulation & Abolition) Act, 1970 and if necessary, shall also have a separate ESI, PF code number and shall be responsible to cover all their employees under ESI and PF from the date of their engagement and documents in proof thereof shall be submitted to at NSI, Kanpur, office for verification, records and reimbursement to the extent applicable. The contractor will be responsible for compliance for the above regard.

3.31 The contractor shall submit copies of monthly ESI, PF, and Service Tax (if applicable) remittance of every month respectively with respect to the previous month to NSI, Kanpur for records. NSI Kanpur will not pay the statutory dues in advance and it shall be reimbursed only on submission of such proof of payment by the Contractor/firm. On account of any default in payment of statutory dues, Contactor/firm will indemnify NSI, Kanpur.

3.32 The contractor shall deploy adequate number of personnel, so as to cater to the requirements with provision for adequate relievers. The contractor shall carry out supervision/overseeing of his own employees deployed in premises of NSI, Kanpur or by his appointed supervisors. NSI, Kanpur will have right and discretion to ensure that jobs are carried out as per contract.

Signature of the Bidder
with date and Seal

3.33 In case any of the deployed personnel goes on leave for more than 2 days, alternative arrangement shall be done by the contractor.

3.34 The contractor will be responsible for safety and security of Assets inside and outside of the premises of NSI, Kanpur.

3.35 It will be the sole responsibility of the contractor that the men engaged are trained and the NSI, Kanpur will not be liable for any mishap, directly or indirectly. The deployed personnel should be well-mannered and maintain the office decorum and discipline. If in the opinion of the Director, NSI, Kanpur the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behaviour is not conducive to retain them for the work, he/she should be replaced immediately.

3.36 The assigned works will be periodically checked by the Competent Authority, or any person authorized by him to ensure quality of work.

3.37 Only physically fit personnel shall be deployed for duty by the contractor.

3.38 No agent, middleman or any intermediary will be engaged to provide any service, or any other item of work related to the performance of this contract.

3.39 Offer must be submitted in accordance with the instruction laid down in detailed tender documents.

4. GENERAL TERMS & CONDITIONS

4.1 (a) **Duration of Contract:** The contract shall be valid initially for one year and may be extended, if necessary, for mutually agreed periods of time.

(b) The bidder will be bound by the details furnished by him/her to NSI, Kanpur, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her/firm is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her/firm liable for legal action besides termination of contract.

(c) That the contractor shall at his own cost take necessary insurance cover in respect to the aforesaid services rendered to NSI, Kanpur and shall comply with the statutory provisions of contract Labour (Regulations & Abolition) Act 1970. The contractor shall abide by and honour the Employees State Insurance Act, Workman's Compensation Act 1923; Payment of Wages Act 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The payment of Bonus Act 1965; The minimum Wages Act 1948; Employer's Liability Act 1938; Employment of Children Act 1938, maternity benefit act and any other Rules/regulation and statutes that may be applicable to them.

4.2 **Price:** The bidders should quote their service charge which is inclusive of all as specified in the prescribed format (Appendix –VIII). NSI, Kanpur is exempted from paying Service Tax. However the same will be regulated as Government instructions on the subject. The total amount (Component No. 10) must be legible, written in computer or type written or neatly hand written both in words and figures. In case of discrepancy, the amount written in word will prevail.

Signature of the Bidder
with date and Seal

4.3 Minimum Wages: The successful bidder shall have to comply with minimum stipulated by Govt. Of India notification in force for the Zone containing Kanpur and other statutory dues as per rules /notifications etc. with regard to payment of wages to the personnel deputed at NSI, Kanpur for the above work. As and when the rates of minimum wages is increased/decreased by the Govt. of India, the successful bidder should inform NSI, Kanpur regarding revision of rates to the tune of increase and decrease of minimum wages and related statutory dues. NSI Kanpur will not pay the statutory dues in advance and it shall be reimbursed only on submission of such proof of payment by the Contractor/firm. On account of any default in payment of wages and other dues including statutory dues, Contactor/firm will indemnify NSI, Kanpur. Other statutory payment will be revised subject to production of notification/order etc., of the respective authority. All the revision will be subject to the approval of the Competent Authority of NSI, Kanpur.

The contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative/committee of the NSI, Kanpur and shall furnish copies of wages register/ muster roll, etc. to the NSI, Kanpur for having paid all the dues, including the salary, to the persons deployed by him/her/firm for the work under the Agreement. This obligation is imposed on the contractor to ensure that he/she/firm is fulfilling his/her commitments toward his/her/firm employees so deployed under various Labour Laws, having regard to the duties of NSI, Kanpur in the respect as per the provisions of Contractor Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with the Labour regulations as amended from time to time in regard to the payment of wages, deductions/recovery from wages, maintenance of wages book, wages slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

4.4 Agreement: The work should be taken up within 15 (fifteen) days from the date of issue of work order. The successful bidder shall execute an Agreement with NSI, Kanpur on Non Judicial Stamp Paper of appropriate value before the commencement of work.

4.5 Refund of EMD to the unsuccessful bidder: EMD will only be refunded to the unsuccessful bidders within 30 days after finalization of Tender and no interest will be paid for the same.

4.6 Security Deposit: The successful bidder shall within 15-days of the date of issue of Work Order deposit with NSI, Kanpur a sum equal to 10% of the annual value of the accepted tender as Performance security deposit, in the form of Performance Bank Guarantee (PBG)/Demand Draft failing which NSI, Kanpur may at its discretion cancel the Work Order and forfeit the Earnest Money Deposit furnished along with the tender. The EMD can be considered for adjustment in the amount for PBG. The security deposit amount of 10% of the annual contract value so deposited will be refunded after 60 (sixty) days from the date of completion of all contractual obligations of the contractor duly certified by an officer designated for the purpose. No interest will be paid for the security deposit. In case of extension of the contract, Bank Guarantee may be suitably extended up to 60 (sixty) days from the date of completion of all contractual obligations of the contractor duly certified by an officer designated for the purpose.

4.7 Termination without Compensation: In the event of violation of any terms and conditions of the Tender documents or the agreement, it would be construed, as a breach of contract and NSI, Kanpur will be entitled to terminate the contract without any compensation in lieu thereof and the security deposit made by the contractor towards successful implementation of the contract may be forfeited.

Signature of the Bidder
with date and Seal

4.8 Pre-qualification criteria: Institute reserves the right to set the pre-qualification criteria at the stage of technical evaluation for shortlisting the bidders. The financial bids will be opened for only those bidders who have been shortlisted on the basis of criteria evolved by the Institute at the stage of technical evaluation. This clause is to be read in consonance with clause 4.19 cited below.

4.9 Amendment of Tender Documents: At any time prior to the last date for submission of tenders, NSI, Kanpur may, for any reason, modify the tender document. Such modification will be hosted in the website only.

4.10 Conditional bid: Conditional bids are liable to rejection summarily.

4.11 Compliance with Laws: The contractor shall ensure full compliance with all statutory laws of the Government of India with regard to this contract and shall be solely responsible for the same. The contractor shall keep NSI, Kanpur fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

4.12 Delay in downloading: NSI, Kanpur shall not be responsible in any way for any delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.

4.13 Correctness of downloaded bid: Bidders will be solely responsible for the correctness/genuineness of the downloaded tender documents from the website. If the offer submitted through the downloaded tender documents is incomplete or with changed contents, the same will be summarily rejected.

4.14 Submission of Bills: The bills shall be submitted in triplicate in the following month for payment. The proof of payment of salary, deposit of PF, ESI, weekly off, etc. has to be provided to NSI, Kanpur for reimbursement/verification every month. The bills will not be processed if documentary evidence in respect of the above is not submitted.

4.15 Monthly Bills: The Contractor should provide monthly bills for payment along with a copy of Attendance Roll of the previous month duly signed by him/them and the designated personnel of NSI, Kanpur.

4.16 Payment Terms: Payments will be made through cheque after receipt of invoice/bills. However, any increase/decrease in total payment will be given effect to if revision as notified by Govt. of India in respect of statutory dues like rate of minimum wages, EPF, ESI etc. is intimated to NSI, Kanpur. No advance payments will be made by NSI, Kanpur.

4.17 Income Tax: NSI, Kanpur will deduct Income Tax at source as per Income Tax Act from the contractor's bill at the prevailing rates of such sum as income.

4.18 Acceptance of bids & withdrawals: The right of final acceptance of the tender is entirely vested with the Director, NSI, Kanpur who reserves the right to accept or reject, any of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of NSI, Kanpur to communicate with rejected bidders. After acceptance of the tender, the bidder shall have no right to withdraw his tender. The tender acceptance authority may also reject all the tenders for reasons such as change in scope of work, lack of anticipated financial resources, court orders, accident, calamities etc. and other unforeseen circumstances.

Signature of the Bidder
with date and Seal

4.19 Tender Evaluation Criteria: The committee of NSI, Kanpur will prepare a list of firms based on compliance of terms and conditions of the tender. The tenders, which do not conform to the conditions stated in the tender, shall be rejected. Price bids of eligible bidders will be opened on a subsequent date. It shall be deemed that the bidder is aware of the operational conditions as stated in Clauses 3.2 & 4.8, prior to submission of the price bid which will be evaluated accordingly.

4.20 Alterations/Modifications: The NSI, Kanpur reserves the right to make alterations in the number of personnel deployed as per actual requirement. The contractor shall deploy such personnel also at the rate as agreed to in the Work Order.

4.21 Performance of Contractor: In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, NSI, Kanpur reserves the right to impose penalty as deemed fit.

4.22 Any act on the part of the bidder to influence anybody in the NSI, Kanpur is liable for rejection of his tender.

4.23 The contractor will indemnify NSI, Kanpur from any claim/statutory non-compliance/damage /compensation etc. arising out of this contract.

4.24 The contracting Company/Firm/NGO/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency i.e. the contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

4.25 All liabilities arising out of accident, death, loss or damage while on duty shall be borne by the contractor.

4.26. Any case of theft, loss or damage to the property of NSI, Kanpur on account of malfeasance, negligence, connivance or any other misdemeanour on the part of the Contractor/Deployed Personnel if so established prime facie by NSI, Kanpur authorities, the contractor shall have to make good the loss to NSI, Kanpur.

4.27 The contractor and its staff shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse the areas of responsibility given to them by NSI, Kanpur and shall not knowingly lend to any person or company any of the effects of the NSI, Kanpur under its control. In case any damage is caused to NSI, Kanpur property by the contractor or his deployed person, the contractor shall be liable to reimburse the cost of such damage to NSI, Kanpur, failing which security money will be adjusted and balance (if any) will be deducted from the running bill of the Contractor.

4.28 The Agency should be able to deploy fit and healthy manpower in the preferable average age group of more than 18 years and less than 55 years.

4.29 NSI, Kanpur shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The NSI, Kanpur does not recognize any employee employer relationship with any of the workers of the contractor. The Contractor shall remove all workers deployed by him/her on termination of the contract or on expiry of the contract from the premises of the NSI, Kanpur.

Signature of the Bidder
with date and Seal

4.30 The Contract may be terminated/short closed by giving not less than one month's notice by either side.

4.31 NSI, Kanpur will not be held responsible for that under any circumstances if any dispute arises regarding payment of wages and other statutory dues to the workmen deployed. All bidders must take these into account at the time of bidding.

4.32 The contractor shall be bound to submit any statutory document on demand by the competent authority of NSI, Kanpur.

4.33 The contractor shall maintain all records about the statutory compliance as per the Government of India rules and regulations at their premises. NSI, Kanpur will have the right to verify each and every document.

4.34 **Settlement of Disputes:** It is incumbent upon the bidder to avoid litigation and disputes during the tenure of the contract. However, if such disputes take place between the parties, efforts shall be made to settle at the level of NSI, Kanpur. The Bidder shall make request in writing to the Director for settlement of any dispute within 30 (thirty) days of arising of the cause of dispute failing which no disputes/claims shall be entertained by NSI, Kanpur. The decision of the Director, NSI, Kanpur will be final and binding on the parties. If differences still persist, the settlement of the dispute may be sought in the court of law in Kanpur/Lucknow/Allahabad jurisdiction.

4.35 **Jurisdiction:** The Court of Kanpur/Lucknow/Allahabad in the State of Uttar Pradesh only will have the jurisdiction to deal with and decide any legal matters or disputes what-so-ever arising out of this contract.

4.36 In case of any ambiguity in the different sections of Tender Document, final interpretation for the same lies with NSI, Kanpur and its decision will be treated as final. NSI Kanpur reserves the right to amend the notified terms and conditions during the bidding process or execution/performance of the contract after the award of work.

4.37 Submission of bid by the bidder will be construed as acceptance of all the terms and conditions agreed upon.

Signature of the Bidder
with date and Seal

APPENDIX-I
TECHNICAL BID
“Manpower Services at NSI, Kanpur”

TECHNICAL DETAILS

Sl.No.	Particulars	Fill in the details
1.	Name of NGO/Firm/Bidder/ Company (in block letters).	
2.	Permanent Address & Telephone/mobile No.	
3.	Year of Incorporation of the NGO/Firm/ Company	
4.	Full Postal Address with Telephone/Fax No./ E-mail :	
5.	Nature of Organisation (whether Private/Public Sector Undertakings/Sole proprietor/Partnership/Cooperative Society etc.) Documentary proof to be attached. (In case of the firms other than the sole proprietors, an abstract copy of such Resolution passed by the executive body authorising the specific officer/partner for signing the documents for this tender be attached.	(Attach as enclosure & refer here)
6.	Details of experience of providing Similar Services as indicated in Annexure ___ (a) for the last three years (separate sheet may be attached). Names of the major clients with their addresses, telephone numbers (enclose completion certificates issued by such clients).	(Attach as enclosure & refer here)
7.	Details of infrastructure, persons employed, number of offices/branches available (attach separate sheet)	(Attach as enclosure & refer here)
8.	Has the firm attached Appendix-II containing the Undertakings duly signed?	
9.	Has the firms attached Affidavit in the prescribed format as at appendix-III?	
10.	(a) TAN/PAN No. of the firm with the copy of the same.	
	(b) Does the firm have EPF Code nos. issued by the concerned authorities? Enclose the copy of same.	
	(c) Does the firm have ESI Code nos. issued by the concerned authorities? Enclose the copy of same.	
	(d) Service tax Registration. Copy of the same may be attached.	
11.	Copy of Annual Return alongwith Challan form in r/o ESIC & EPF payment for his/her employees.	(Attach as enclosure & refer here)
12.	Has the firm submitted Cost of Tender document of Rs. 1000/- valid for 90 days? If so, details of Demand Draft/Pay Order from Scheduled Bank.	(Attach as enclosure & refer here)

13.	Has the firm submitted EMD of Rs. One Lakh valid for 90 days? If so, details of Demand Draft/Pay Order form Scheduled Bank. (Amount, Bank Draft No. & Date, Banker's_ Name & Branch)	(Attach as enclosure & refer here)
14.	An affidavit duly certified by a Notary that the partners of the firm sole Proprietor or Company has never been black listed/not involved in any Police case or indicted by any Hon'ble Court.	(Attach as enclosure & refer here)
15.	Latest Income Tax Returns(with TAN/PAN No.) Service Tax Regn. No. & (last three years) (enclose photo copies).	(Attach as enclosure & refer here) 1. Income Tax_____
		2. Service Tax_____
		3. TAN_____
		4. PAN_____
16.	Solvency Certificate of an amount of not less than Rs. 30 lakhs issued by a scheduled bank within the last six months is attached.	
17.	Details of establishment Registration with date obtained from the concerned authorities (enclose photo copies).	(Attach as enclosure & refer here)
18.	Proof of annual financial turn over from his/her /firm's Chartered Accountant.	(Attach as enclosure & refer here)
19.	Financial resources, assets in terms of firm's property (fixed and moveable) held	(Attach as enclosure & refer here)
20.	Audited balance sheet and Profit/Loss A/c for the last 3 years (certified by Chartered Accountant enclose photo copies).	(Attach as enclosure & refer here)
21.	The contractor should have valid registration with appropriate Government Labour Department. Attached a copy of proof. Copy of Labour License issued by appropriate authority.	(Attach as enclosure & refer here).

Signature of the Bidder
with date and Seal

UNDERTAKING BY THE BIDDER

Certified, that I/ We have read the instructions given in the tender documents. I/We undertake to supply the required categories and number of manpower on the rates mentioned in the price bid and shall be solely responsible to discharge the liabilities/ administrative charges, if any. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these Tender documents.

Place:

Signature of Bidder

Date:

Address:
Tel. No./Fax No./Mobile
E-mail:
Official Seal

AFFIDAVIT

I/We _____(Name) Contractor/
Partner / Sole Proprietor (strike out word which is not applicable) of the (Firm) _____

do hereby solemnly affirm and declare that the individual firm/ companies are neither black-listed by the Union /State Government or Institutions/Bodies created by Centre/State Government, Public sector undertakings, autonomous bodies etc, nor any partner/ Shareholder thereof is directly or indirectly connected with or has any subsisting interest in business of my/ our firm.

DEPONENT

Address:

Verification:

Verified, that the contents of above affidavit are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been kept concealed there from.

DEPONENT

Place:

Dated:

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner)

Signature of the Bidder
with date and Seal

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST THREE YEARS UP TO 31st March 2016.

Sl. No.	Name of Institution/Organisation where similar work carried out.	Cost of works in lakhs Rs.	Date of commencement as per contract	Actual date of completion	Name and Address/ Tel. No. of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7

Signature of the Bidder
with date and Seal

Solvency Certificate
Format for Banker's Solvency Certificate

To
Director,
National Sugar Institute, Kalyanpur
Kanpur- 208017
Uttar Pradesh

Solvency Certificate

This is to certify that to the best of our knowledge and information, M/s.....
(Address) a customer of our bank is respectable and be treated as good for an
engagement up to a sum of Rs 30,00,000/- [Rupees Thirty Lakhs only] (Solvency amount) only as on.....
(Date of Certificate). This Certificate has been issued without any risk and responsibility on the part of the
Bank or any of its officers.

This certificate is issued at the specific request of the customer.

Yours faithfully,

For..... Bank
Bank Officer with designation

Signature of the Bidder
with date and Seal

FINANCIAL INFORMATION

I. Financial Analysis

Details to be furnished duly supported by figures in Balance Sheet / Profit & Loss Account for the last three preceding years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

Sl. No.	Details	Year ending		

II. Financial arrangement for carrying out of proposed work.

III. Solvency certificate of Rs. Lakhs from Bankers of Applicant.

IV. Income Tax Returns certified by the Auditors.

V. Audited Accounts of the Company from the year ending 31st March 2013 to 2015.

VI. Income Tax PAN Details.

VII. Service Tax Registration. No.

This is to certify that to the best of my knowledge and belief, the aforesaid facts and figures are correct and in conformity with the books of accounts of the establishment.

Dated:

Signature of Chartered Accountant
with seal and membership number

Signature of the Bidder
with date and Seal

REQUIRED STRENGTH (Tentative)

Agriculture/Horticulture

i)	<i>Semi-skilled</i>	–	18
ii)	<i>Un-skilled</i>	–	18

House Keeping/ Building Operations including Technical Work related to Experimental

Sugar Factory

i)	<i>Un-skilled</i>	–	26
ii)	<i>Semi-skilled / Unskilled Supervisory</i>	–	9
iii)	<i>Skilled/Clerical</i>	–	1
iv)	<i>Highly Skilled</i>	-	0

Note:

- (i) The Agency should be able to deploy fit and healthy manpower in the preferable average age group of more than 18 years and less than 55 years and should be physically and medically fit.
- (ii) The number persons deployed can increase or decrease as per requirement of the institute.

Signature of the Bidder
with date and Seal

PART-II

(FINANCIAL BID)

- a. Financial bid should be in the format enclosed with tender at annexure “VII” in separate sealed cover. Failure to provide price bid in a sealed separate cover will result in invalidation of the offer.
- b. Tender (bid) envelope should be sealed by sealing wax. The envelopes containing Technical Bid, Financial Bid & EMD should be in separate sealed covers and all the three covers should be put in one sealed cover as indicated above.
- c. The tender/bid should be completely filled and signed in ink legibly or type-written giving full address of the bidder. The bidder should quote in figures as well as in words, the amount quoted by him. Alteration if any, unless legibly attested by the bidder with his full signature shall invalidate the tender/bid. The bidder should duly sign the entire tender documents/bid personally.
- d. The bidder should ensure that the amounts are written legibly in such a way that manipulation is not possible. No blank space should be left.
- e. Failure to fulfil any of the conditions given above shall render the tender/bid liable for rejection.

Signature of the Bidder
with date and Seal

PRICE BID FOR SUPPLY OF MANPOWER AT NSI, KANPUR

Sl. No.	Particulars	Agriculture/Horticulture		House Keeping/Building Operations including Technical Work related to Experimental Sugar Factory			
		Unskilled	Semi-skilled	Unskilled	Semi Skilled/Unskilled Supervisory	Skilled	Highly Skilled
1.	Minimum Rate of Wages per month (subject to revisions as per Government of India norms)	@ Rs.234/- per day* for 26 days	@ Rs.256/- per day* for 26 days	@ Rs.368/- per day* for 26 days	@ Rs.407/- per day* for 26 days	@ Rs.448/- per day* for 26 days	@ Rs.487/- per day* for 26 days
2.	Gross wages calculated per month for 26 days	Rs.6084/-	Rs.6656/-	Rs.9560/-	Rs.10582/-	Rs.11648/-	Rs.12664/-
3.	EPF @ 13.61% on Sl. No1 subject to Maximum of Rs. 15000/- (Subject to change as per Notification of the concerned authority)	Rs.828/-	Rs.905/-	Rs.1231/-	Rs.1440/-	Rs.1585/-	Rs.1723/-
4.	ESI @ 4.75 on gross wages payable (Subject to change as per Notification of the concerned authority)	Rs.289/-	Rs.316/-	Rs.430/-	Rs.502/-	Rs.553/-	Rs.601/-
5.	Bonus @ 8.33% on Rs. 3500 (Subject to change as per Bonus Act and Notification of the concerned authority)	Rs.292/-	Rs.292/-	Rs.292/-	Rs.292/-	Rs.292/-	Rs.292/-
6.	Total payments per head for 8 hrs duty for maximum 26 days in a month (Sl. No. 2+3+4) i.e. total wages	Rs.7201/-	Rs.7877/-	Rs.11001/-	Rs.12524/-	Rs.13786/-	Rs.14986/-
7.	Service Charges @% calculated only on Sl. No. (2) The quoted service charge must be uniform/same for all category of workers.						
		Please mention value of service charges in % calculated on Sl. No. (2)					
8.	Total Per month						

- Wages cited are as per Ministry of Labour & Employment order No.1/3(1)/2015-LS-II dated 30.03.2015 applicable to Kanpur area.
- Wages cited are as per Ministry of Labour & Employment order No.1/3(3)/2015-LS-II dated 30.03.2015 applicable to Kanpur area.

Signature of the Bidder
with date and Seal

Total Amount in Words:

Agriculture/Horticulture

- (A) Rates per Semi-skilled worker
- (B) Rates per Un-skilled worker.....

House Keeping/Building Operation including technical work related to Experimental Sugar Factory

- (C) Rates per Unskilled Worker.....
- (D) Rates per Semi skilled/Unskilled supervisory Worker
- (E) Rates per skilled/Clerical Worker.....
- (F) Rates per Highly skilled/Clerical Worker.....

Note 1: Bidder is requested to quote their rate of service charges at SL. No. 7 only. Service Charges will be inclusive of all **and the quoted service charge must be uniform/same for all category of workers**. No other charges will be paid for tools and machineries, administrative charges, workmen compensation policies, insurance, if any, communication facilities, safety equipments, cost of uniforms, etc. NSI, Kanpur is exempted from paying Service Tax. However the same will be regulated as Government instructions on the subject.

Note 2: The additional manpower, if required, will be intimated by NSI, Kanpur.

DECLARATION

I/We have read the tender documents and are fully aware of the terms and conditions. I/We shall abide by all the terms and conditions and hereby undertake to pay the personnel deployed by us at NSI, Kanpur at the rate of minimum Wages and other statutory dues notified by the Govt. of India from time to time.

Signature of the Bidder
with date and Seal