



राष्ट्रीय डिज़ाइन संस्थान
National Institute of Design
मध्यप्रदेश Madhya Pradesh

Notice Inviting E-Tender

For

Providing Manpower Services on Outsourcing Basis

At

National Institute of Design, Madhya Pradesh

Tender Enquiry No. NIDMP/1-50/2020/Manpower

**National Institute of Design, Madhya Pradesh
(An Institute of National Importance under the DPIIT)
Ministry of Commerce & Industry, Government of India
Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038
Website www.nidmp.ac.in**

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NOTICE INVITING TENDER

Subject: Notice Inviting E-Tender for providing Manpower services on outsourcing basis at National Institute of Design, Madhya Pradesh

On behalf of the Director, National Institute of Design, Madhya Pradesh (NID MP) online Bids (technical and Financial bids) are invited from experienced registered Contractors/ Firms for providing Manpower services on outsourcing basis at National Institute of Design, Madhya Pradesh initially for a period of two years and extendable by one more year subject to satisfactory performance at NID MP, Bhopal, as given in schedule of requirement of this tender.

Schedule of Tender

Tender enquiry Number	NIDMP/1-50/2020/Manpower	
Date/ time of release of tender through e-procurement solution	10.09.2020	5.00 PM
Last Date/ time of submission of queries/ observations, if any for clarification through e-mail to cao@nidmp.ac.in	17.09.2020	10.00 AM
Date/ time of pre-bid meeting at National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038	17.09.2020	3.00 PM
Start date/ time of submission of online bid	10.09.2020	5.00 PM
Last date/ time of downloading bid document	01.10.2020	4.00 PM
Last date/ time of submission of online bid	01.10.2020	4.00 PM
Date/ time of opening of Technical bid	02.10.2020	4.30 PM
Date/ time of opening of Financial bid	Will be notified later	

Detailed Technical Specifications, Terms and Conditions, Scope of Work, various format and Performa for submitting the proposal are described in this tender document and its Annexures. All further notifications/ amendments, if any shall be posted on www.eprocure.gov.in and Institute's website only. No separate communication shall be made with Bidders.

If the date of submitting/opening of the Bid is declared as holiday, then the bids shall be opened on next working day. For any query, please contact on email cao@nidmp.ac.in or Phone No. 0755-6721007.

**-sd-
Registrar**

SECTION - 1
INSTRUCTIONS TO BIDDERS

1. E-tenders are invited to be uploaded on www.eprocure.gov.in in two parts: (i) Technical Bid and (ii) Financial Bid for providing Manpower Services on outsourcing basis at the National Institute of Design, Madhya Pradesh, from eligible Bidders having experience of similar work and fulfilling other requirements as per eligibility criterion stipulated in the tender document. The Bidder shall be responsible to provide Manpower Services at Bhopal campus of NID MP.

2. Bids are invited from reputed & registered Manpower Agencies for engaging Manpower, having valid registration issued by competent authority to run the Manpower agency business in Madhya Pradesh, in National Institute of Design, MP.

3. Bidders are advised to study the tender document carefully before submitting the bid form. It will be presumed that the Bidder has considered and accepted all the terms and conditions of this tender. No enquiry, whatsoever verbal or written, shall be entertained in respect of acceptance/ rejection of the tender. Bids must be unconditional.

4. Eligibility Criterion:

(i) The Bidder must have experience of minimum 5 years of providing Manpower services to Central/State Government/ Central Autonomous Bodies/Central Educational Organization Including IITs/IIMs/NITs /CFTIs/ PSUs.

(ii) The Bidder must have successfully completed minimum five contracts of providing Manpower services (with at least 50 Manpower deployment in each work) for minimum 1 year duration in last five years in Central /State Government/ Central Autonomous Bodies/Central Educational Organization including IITs/IIMs/NITs /CFTIs/PSUs. The Bidder should provide information about all similar work involving deployment of more than 50 Manpower, carried out by the Firm in the last five years in the Technical Bid. Contract for providing housekeeping and security services will not be counted towards 'Manpower Services'. A work satisfactory certificate from all those organizations/ employers shall be obtained in the format attached at Annexure III.

(iii) The Bidder should be a registered Contractor under 'The Contract Manpower (Regulation and Abolition) Act, 1970' and should furnish a copy of the existing or previous license.

(iv) The Bidder should have valid Permanent Account Number (PAN), GST Registration Number, Registration No. of the Agency/ Firm/company, EPF Registration Number, ESIC Registration No.

(v) The Bidder should have an average annual turnover of Rs 1 (One) crore in the last three years (2017-18, 2018-19, 2019-20).

(vi) The Bidder must have minimum 3 (three) on-going similar contract of providing Manpower services for value of Rs 50 lakhs annually in Central/State Government/ Central Autonomous Bodies/Central Educational Organization Including IITs/IIMs/NITs/CFTIs/ PSUs.

(vii) The Bidder should have minimum 50 Manpower on direct payroll at least for financial year 2019-20.

Note

- a) Experience prior to 1st April, 2015 and later than 31st March 2020 will not be considered as experience.
- b) "Similar work" means supply of manpower for providing Manpower services. The Bidder must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the value of work done, the date of commencement and date of completion of the work.

5. **An affidavit, in original**, duly certified by a Notary: (a) that the Partners of the Firm or sole proprietor or Company as the case may be, has never been black-listed by any organization and the name of the Firm or company has not been changed, (b) that there is no police case/vigilance enquiry pending against the Partners of the Firm or sole proprietor or Company as the case may be, and that he/she/ it has never been punished by any Hon'ble Court; and (c) that there are 'no dues' pending for payment towards Income tax/GST as on the date of the affidavit.

6. **Producing Originals Documents for Verification:** All above concerned original documents should be produced for verification at any stage of tender process or as and when sought for, failing which the bids are liable for disqualification.

7. **Bid Document**

(i) The process and procedures of bidding, the documents to be uploaded and the various terms and conditions of this tender are provided in the Bid Document. The Bid Documents include all documents which have been mentioned at the Index of this tender.

(ii) The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all of the information asked for in this document are not furnished along with the tender or if the tender is not responsive with the Bid Document.

(iii) **General terms and conditions:** The Bidder should read the tender document carefully and give his/her/ its/ their acceptance. The Bidder is advised to visit NID MP campus, on any working day between 10:00 hrs and 17:00 hrs to assess the nature and quantum of work before uploading the tender.

8. Submission of Tender

Tender should be uploaded on e-procurement portal in two parts as detailed in succeeding paragraphs.

Part-I. Technical Bid should be uploaded along with Annexure I, Annexure II, Annexure III, Annexure IV, Annexure V. Please note that identical hard copy of only Technical Bid along with all supporting documents and EMD (DD/ Pay order) in a sealed envelope must be submitted at NID MP's address mentioned in this document on or before last date of submission of tender. Original bids received after the date and time specified in this tender will not be accepted. Physical copy of the Financial Bid is NOT required to be submitted.

Part-II. Should contain only the Financial Bid as per BOQ to be uploaded in CPP portal.

(i) Both Technical and Financial Bid are to be uploaded concurrently duly digitally signed on the Government's Public Procurement Portal 'www.eprocure.gov.in'.

(ii) The online bids (complete in all respect) must be uploaded online in two documents; (Technical bid and Financial bid) on the prescribed format.

(iii) The Bidders shall have a valid digital signature certificate for participation in the online tender process. The cost of digital signatures, if any, will be borne by respective Bidders.

(iv) All other documents as per requirement of Technical Bid shall be uploaded online through portal website 'www.eprocure.gov.in'. The Bidder shall bear all costs associated with the preparation of his/ her/ its tender document including cost of any clarifications, required by NID MP.

(v) When deemed necessary, NID MP may seek clarification on any aspect from the Bidders. However, that would not entitle the Bidder to change or cause any change in the price quoted. NID MP may, if so required, ask the Bidder to give presentation for the purpose of clarification on the tender. All expenses for this purpose as also for preparation of documents and other meetings will be borne by the Bidder.

(vi) NID MP will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

(vii) A tender determined as not substantially responsive will be rejected by NID MP and may not subsequently be made responsive by the Bidder by rectifying the non-conformity.

(viii) NID MP may waive off any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Bidders. The decision of NID MP in this regard will however be final and binding.

(ix) Bidder shall not be permitted to withdraw his/ her/ its offer or modify the terms and conditions thereof after acceptance of tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of

Earnest Money and Manpower Deposit, will be forfeited by the Institute. Besides this, the Bidder will also liable to be debarred/ blacklisted from participating in the tendering process of NID MP in future or fined.

(x) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing in any form or try to influence the process either directly or indirectly shall be liable for rejection by NID MP.

(xi) Tender containing any condition leading to unknown/ indefinite liability is liable to be summarily rejected.

(xii) Any modification/ corrigendum issued with regard to this tender document shall be uploaded on 'www.eprocure.gov.in' and Institute's website only. Bidders are, therefore, requested to visit these websites regularly till the last stipulated date of submission of the tender for ascertaining any modification/ corrigendum issued in this regard.

(xiii) The tender bid and copies of certificates uploaded by the Bidder in pdf form should be duly signed at the given places, together with initials on every page by the authorized person of the Bidder. Initial/ signature will indicate the acceptance of the tender document by the Bidder.

(xiv) No changes will be made in the tender document by the Bidders except filling-up details mentioned in the formats meant for Technical, its Annexures and Financial Bid, its Annexures. In case any change is made in the content of the formats, except filling-up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.

9. **Producing Originals Documents for Verification:** The Bidder may be asked to produce all concerned original documents for verification at any stage of tender process or as and when sought for, failing which the bids are liable for disqualification.

(i) The Bidder shall upload the information sought in the format enclosed at PART-I Annexure I, Annexure II, Annexure III, Annexure IV, Annexure V along with necessary enclosures as part of Technical bid of Manpower Services on outsourcing basis at NID MP campus.

(ii) The Annexures should be clearly filled or typed and signed in ink legibly giving full address of the Bidder. The Bidder should quote in figures as well as in words the amount tendered by him/ her/ it. Alteration if any, unless legibly attested by the Bidder with his/ her/ its full signature, shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.

10. **The service charges quoted should not be “absurdly low”.** The bidder may be asked to justify the charges in case the Institute finds the amount as “absurdly low”. The decision of the Institute on quote for being “absurdly low” shall be final. These charges once fixed will remain fixed for the entire duration of the contract or for period of subsequent

extension(s) and will not vary with the wages, minimum or otherwise.

11. Amendment of Bid Documents: At any time, prior to the last date of submission of Bids, NID MP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

12. Estimated cost of work: Total estimated cost of the Tender is Rs. 40,00,000/- (Rupees Forty lakhs only) per annum including **statutory taxes viz GST and Bonus amount. This estimated cost of services is purely tentative in nature and will depend on the actual requirement of Manpower services at the discretion of the Institute.**

13. Earnest Money Deposit (EMD)

(i) EMD of Rs. 80,000/- (Rupees Eighty Thousand only) is a must and should be submitted along with physical copy of the tender. The EMD is to be furnished only in the form of DD/Banker's cheque/ Pay Order from any schedule bank drawn in favour of "**National Institute of Design**" payable at Bhopal. EMD in any other form will not be accepted as valid EMD. EMD submitted by other bidders will be returned after finalization of the contract. Tenders received without valid EMD stand automatically rejected. The Earnest Money of the Contractor will be adjusted against Security Deposit, if the Bidder so wishes. Otherwise the EMD will be returned after receipt of Security Deposit.

(ii) Only Bidders with valid NSIC registration for supplying manpower for Manpower services are exempted from payment of EMD. No other Firm can be exempted from payment of EMD.

14. Performance Security Deposit: The Contractor will be required to submit a Security Deposit equivalent to 10% of the contract value by way of Demand Draft/ Fixed Deposit Receipt (FDR)/ Bank-Guarantee from a nationalized Bank in favour of "**National Institute of Design**", payable at Bhopal which will be valid for 3 months beyond the contract period or extended period, whichever is later. Demand Draft/ Bank Guarantee/ FDR will be required to be furnished within two weeks from the date of award of contract, failing which the work award order is liable to be cancelled.

15. The EMD Will Be Forfeited:

- (i) If a Bidder withdraws its bid during the period of bid validity; or
- (ii) If the Bidder fails to accept NID MP's corrections of arithmetic errors in the Bidder's bid (if any); or
- (iii) If the Contractor fails to sign the contract agreement with NID MP; or
- (iv) If the Contractor fails to furnish the Manpower Deposit within the stipulated time.

16. Bid Prices: The Bidder shall quote only the service charge in the BOQ (price bid) through financial bid module of CPP portal. The applicable GST shall be paid over and above the Service charge.

17. Bid Validity: The bids shall remain valid for a period of **90 days** from the last date of submission.

18. Only One Bid Per Party: Each Bidder is permitted to submit **ONLY ONE BID** irrespective of whether he/ she/ it is the sole Bidder, or the Leader or Member of a duly formed JV or Consortium. In case it is found that any party has uploaded more than one bid for the subject work(s) in any of the above capacities, all bids so uploaded shall be summarily rejected and NID MP shall not entertain any further request/ correspondence in this matter.

19. Submission of Bids: Both Technical and Financial Bid are to be submitted concurrently duly digitally signed on the Government's Public Procurement Portal 'www.eprocure.gov.in'. Please note that identical hardcopy of only technical bid along with all supporting documents and EMD (DD/ Pay order) in a sealed envelope must be submitted at NID MP's address mentioned in this document on or before last date of submission of tender. Original bids received after the date and time specified in this tender will not be accepted. Physical copy of the Financial Bid is NOT required to be submitted.

20. Visit of the Campus: Bidders are advised to visit the NID MP campus premises and ascertain the nature and quantum of work before tendering.

21. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.

22. The institute shall pay the amount of basic wages & VDA notified by the Chief Labour Commissioner, Ministry of Labour, Delhi on time to time. Besides, minimum wages, the institute shall also pay the EPF/ESIC and minimum Bonus as applicable as per payment of Bonus (Amendment) Act 2015. The GST shall be paid there on along with service charges/commission quoted by the Contractor on submission of challan of extant amount of the GST.

23. The Service charge shall inclusive of Uniform with Company Emblem (yearly two sets of Shirt and Pant for Male and Saree with Blouse pieces including stitching charges for Female and one sweater to all), Masks, Hand gloves and any other item. Hence, Bidders are instructed to bid a appropriate % of service charges to accommodate all these expenditures.

24. The Contractor will not charge any placement charges or any other charges, whatsoever, including charges for uniform from the manpower deployed in NID MP from the payment to be made to the outsourced staff as per quoted rates. The contract shall be liable to be terminated, with forfeiture of Security deposit and the bidder will be blacklisted if, at any stage, reports are received that the bidder has charged the manpower on any account.

25. The Contractor shall pay the GST amount to the exchequer by quoting the institute GST number for claiming GST input credit of GST by the institute.

26. The Contractor shall pay the wages on or before 7th of the month through online remittance/RTGS/Cheque in presence of authorized person of the institute.
27. Any loss/damage/theft to the institute/individual property in institute campus due to the negligence of Manpower Services would be recovered from the bidder.
28. The shortcoming/deficiency in Manpower Services shall be taken seriously and would be intimated to bidder and fine shall be imposed as per clause 'M' of Chapter 4-SCC. Even after the Servicing the notice, if it is observed that the firm is not improving its shortcoming/deficiency, the contract would be terminated on the cost of bidder and performance security deposit would be forfeited also.
29. The TDS as applicable shall be deducted from the bills of the Contractor.
30. **Opening of Financial of the Bid:** After Evaluation of Technical Bid, Financial Bid of only those Bidders, who satisfy all the eligibility criteria laid down in Technical Evaluation Sheet, will be opened. In case any document produced in support of eligibility criteria turns out to be not genuine, EMD stands automatically forfeited, whether before award of work or otherwise.
31. **Evaluation of tender:**
- (i) The technical bid of the bidder shall be evaluated strictly as per the given criteria in Technical Evaluation Sheet. Marks shall be given for each criteria qualify with minimum requirement. Proforma has been prescribed (part of this NIT) and all the Bidders have to obtain Certificates from the Clients, separately for each of the contract. If no Certificate is produced, no marks will be assigned for technical Assessment.
- (ii) The financial bid shall be opened for only those bidders who will secure minimum 60% of overall marks during evaluation of technical bids as per Technical Evaluation Sheet.
- (iii) Final evaluation will be based on financial bid quoted by the bidders. The financial bid, of the bidders who will secure at least 60% marks in technical assessment, shall be opened. The Bidder who quotes the lowest service charges; subject to compliance with Minimum Wages, ESI and EPF contributions etc. will be awarded with the contract. The bids that are not compliant with above provisions shall stand automatically disqualified.
- (iv) In case two or more bidders quote equal offer, work will be awarded to the bidder who has secured highest marks in technical evaluation.**
- (v) Quoting rates for all items/ services in the Financial Bid is mandatory, otherwise the bid will be rejected.
- (vi) **Quoting unduly lower rate of Service Charge:** The Contractor must quote service charges that takes care of Uniforms, Supervision, all the statutory charges relating to this contract, etc.; and reasonable profit margin thereafter. The Institute has responsibilities as Principal Employer and would like to ensure that unduly lower rates of service charge will not lead to complaints from Manpower regarding delay in payment, improper reduction in wages,

seeking monetary return by the Contractor from the Manpower etc thereby affecting the performance of the Manpower.

32. In case the tender opening date happens to be declared as a closed holiday, **the next date and timings will be notified through our website. However, the receiving date will remain same as the Bidders are required to submit their tenders on e-portal and send by post/ drop their sealed technical bids in box kept in Admin Branch.**

33. The NID MP's Rights

(i) NID MP reserves the right to accept/ reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.

(ii) NID MP also reserves the right to modify and/ or relax, any terms & conditions of this tender document before last date of submission of tenders to safeguard its interest.

(iii) Any failure on the part of the Bidder to observe the prescribed procedure and any attempt to canvass / influence NID MP for furtherance of his/ her interest, the Bidder's quotation will be cancelled forthwith. The decision of NID MP in this regard will be final.

(iv) NID MP reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage, in case of any change in requirement.

(v) NID MP reserves the right to award the work to more than one Bidder.

(vi) NID MP reserves the right to blacklist a Bidder for a suitable period in case the Bidder fails to honor his/ her/ its bid after award of work without sufficient grounds.

(vii) NID MP reserves the right to alter the quantities specified in the bid in the event of changes in requirement. No Bidder will be allowed to change the financial bid if NID MP decides to drop any items from the schedule.

(viii) All the items, for which financial bids are submitted, should be genuine and of the specified branded company. If the material supplied is found to be of non genuine/ substandard quality, the same will be returned/ replaced at the cost of the Bidder and the NID MP will not be responsible for any loss to the concerned Bidder for such supply.

(ix) The tender document is valid for a period of six months from the date of issue. If purchase order is not issued within this period, the process will have to start afresh.

(x) Right to vary Quantities at Time of Award: NID MP reserves the right to increase or decrease the quantity of Manpower staff, other Manpower and items, which have been originally specified in the tender without any change in unit price or other terms and conditions.

34. Failure to comply with these conditions renders the tender/bid automatically disqualified.

SECTION – 3

GENERAL CONDITIONS OF THE CONTRACT

1. **Interpretation:** In construing the contract documents, Notice Inviting Tender, Articles of Agreement, Scope of Work, General Conditions of Contract, Special Conditions of Contract and Financial Bid, the words given below shall have the meaning herein assigned to these except where the subject or context otherwise requires. This contract shall comprise all that is contained in the agreement and including those to which reference is made herein:

1. Definitions

- (i) **“NID MP”** means the National Institute of Design, Madhya Pradesh.
- (ii) **“The Bidder”** means a registered individual Firm or Joint Venture or Cooperative Society or Consortium which participates in the tender and submits its proposal.
- (iii) **“Contractor”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Contractor shall be called as “Contractor” in the documents.
- (iv) **“The Letter of Award”** means the issue of a signed letter by NID MP of its intention to award the work mentioning the total Contract Value. The contract shall commence from the date of issuance of Letter of Award.
- (v) **“The Contract”** means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (vi) **“The Contract Price”** means the price payable to the Contractor by NID MP under the Letter of Award for the full and proper performance of its contractual obligations. Contract Price shall mean as **“Contract Value”** appearing anywhere in the document.
- (vii) **“Manpower Services”** means providing Manpower services on outsourcing basis at NID MP as required by the NID MP.
- (viii) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- (ix) **Employer:** shall mean National Institute of Design, Madhya Pradesh through its Director or any officer authorized by the Director for the purpose and shall include its successors and assignees.
- (x) **Work or Works:** shall mean all work or works defined in schedule of quantities, specifications and such other work or works as the Contractor may be entrusted with for carrying out under this contract.
- (xi) **Officer-In-Charge:** shall mean the Officer designated by the Employer to superintend and perform other duties as indicated in the contract.

(xii) **Bidder** : shall mean the Individual or Firm or Company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company or heirs, executors, administrators and the permitted assignees of such Individual or Firm or Company.

(xiii) **Site**: shall mean the site of the contract work including any buildings and installations thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Officer-in-Charge for the Contractor's use.

(xiv) **Compensation**: shall mean all sums payable by way of compensation under any of the conditions and shall be considered as reasonable compensation without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. Words imputing persons include Firms and Corporations, words imputing the singular only also include the plural and vice-versa where the context so requires. The headings are given to the clauses for convenience and will not limit the meaning or scope of the clauses in any way.

2. Inspection of Site: Before tendering, the Bidder shall inspect the site to fully acquaint himself/ herself with the condition with regard to accessibility of site, nature and extent of site, working conditions, conditions with respect to site and locality, conditions affecting accommodation and movement of staff or any other conditions etc. for the satisfactory execution of the work.

3. Sufficiency of Tender: The Bidder shall be deemed to have satisfied himself/ herself before tendering as to the correctness and sufficiency of the tender for the work and of the rates and prices quoted in the schedule of quantities, which rates and prices shall, except as otherwise provided cover all obligations under the contract and all matters and things necessary for the proper execution of the work.

4. Opening of Financial Bids: Financial bids of only those Bidders will be opened who are found meeting all the requirements as per the Technical Bid and secure the minimum marks during evaluation of technical bid as decided by the Institute.

5. Rates in Figures and Words: The Bidder shall quote rates both in figures and words and shall work out the amount for each item of work. On checking, if it is found that there is difference between the rates quoted in figures and in words or in the amount worked out, the following procedure shall be followed:

(i) When there is a difference between the rate in figures and in words, the rate which corresponds to the amount worked out shall be taken as correct.

(ii) When the amount of an item is not worked out or it does not correspond with the rate written either in figures or in words, the rate quoted in words shall be taken as correct.

(iii) When the rate quoted by the Bidder in figures and in words tallies but the amount does

not correspond with the rate, the rate shall be taken as correct.

(iv) When no rate has been quoted for an item, leaving space for quoting rates in figures, words and amount blank, it will be considered that the Bidder has included cost of this item in other items and rate for such item will be considered as zero and work will be required to be executed accordingly.

6. Assignment or Sub Letting or Change in Firm's Constitution: The contract shall not be assigned or sublet without the written permission of the Employer, and if the Contractor shall assign or sub-let his contract or attempts to do so or becomes insolvent or commences any insolvency proceedings or make any composition with his creditors or attempts to do so or if any employee or person of Employer's organization shall become in any way directly or indirectly interested in the contract or in the case the Contractor is a partnership firm and changes its constitution without the written permission of the Employer or in the case the Contractor is an individual or Hindu Undivided Family business concern and enters into any partnership agreement, without written permission of the Employer and/or this partnership agreement would have the right to carry out the work undertaken by the Contractor, the Employer shall have powers to take action as per the Conditions of Contract.

7. Audit and Technical Examination: The Employer shall have the right to cause audit and examination of the work and the final bill including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and examination any sum is found to have been overpaid in respect of any work done or any work claimed to have been done but found not to have been done, the Contractor, shall be liable to refund the amount of over-payment and it shall be recovered from the security deposit or the sum already due or likely to become due or any other manner legally permissible and if it is found that the Contractor was paid less than what was due to be paid in respect of work executed by him/her, the amount of such underpayment shall be duly paid by the Employer to the Contractor.

8. The Bidder shall specifically declare whether he is related to any official of NID MP. The Firm will immediately inform NID MP in the following cases:

- (i) If the Firm employs any relative of an NID MP employee.
- (ii) In cases of any potential conflict of interest with the Institute.

9. Other Conditions:

- (i) The tenders should be unconditional. Any tender with conditions will be summarily rejected.
- (ii) The Firm/ Company/ Agency submitting the tender would be presumed to have read, understood and accepted all the terms & conditions of this tender.
- (iii) Tenders which do not fulfill all or any of the above conditions or are incomplete in any

respect are liable to be rejected.

(iv) TDS/ Income tax etc. are to be deducted at source from the monthly claim/ bill of the Contractor, as admissible under the rules.

(v) The Bidder should submit the proof of his/ her running office at Madhya Pradesh with telephone facility for the smooth functioning of the contract.

(vi) The above contract shall be subject to the jurisdiction of Courts at Madhya Pradesh/ Bhopal.

(vii) The outsourced manpower shall be deployed in a manner, as required by the Institute, to keep the maximum working hours of working as 48 hours in a week as per Labour laws.

(viii) There shall be no overtime deployment, failing which necessary deductions will be made from the monthly bills of the Contractor.

(ix) The Contractor shall abide by all the provisions and rules related to labour laws of Central/State Government. The Contractor shall have to submit the EPF account number, ESI Card and also the proof of having deposited that amount of contribution claimed by him/ her on account of ESI and EPF towards the manpower deployed at NID MP occupied buildings in their respective names to the designated officials of NID MP or any other official authorized by the Director, NID MP before submitting the second monthly bill onwards, failing which the amount claimed towards ESI and EPF contribution will be withheld till submission of the required documents.

(x) The proof of submission of the amount claimed towards ESI and EPF contribution into the Govt accounts of M-1 month will always be submitted with the bill of M month.

(xi) All letters posted/E-mail sent to Contractor at the address/e-mail id given by him/ her, it will be considered to have been delivered in time.

(xii) If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated at one months' notice and Security deposit forfeited. The Contractor will have no claims whatsoever on the NID MP.

(xiii) The Contractor will have to serve a notice of three months, if he/ she/ it wishes to terminate the contract.

10. When Contract Can Be Determined: Subject to other provisions contained in this clause, the Employer may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior services, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

(i) If the Contractor having been given a notice in writing by the Employer to rectify, any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of

seven days thereafter.

(ii) If the Contractor without reasonable cause delays or suspends the execution of work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding) he/ she will be unable to provide his/ her services in future.

(iii) If the Contractor persistently neglects to carry out his/ her obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract.

(iv) If the Contractor shall offer or give or agree to give to any person in National Institute of Design, Madhya Pradesh or to any other person on his/ her behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for National Institute of Design, Madhya Pradesh.

(v) If the Contractor enters into a contract with National Institute of Design, Madhya Pradesh in connection with which commission has been paid or agreed to be paid by him/ her or to his/ her knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Employer.

(vi) If the Contractor obtains a contract with National Institute of Design, Madhya Pradesh as a result of wrong tendering or other non-bonafide methods of competitive tendering or any other malpractice.

(vii) If the Contractor being an individual, or a Firm and any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his/ her estate made against him/ her or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his/ her creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his/ her estate or if a trust deed be executed by him/ her for benefit of his creditors.

(viii) If the Contractor being a company passes a resolution or the court makes an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

11. When the Contractor has made himself/ herself liable for action under any of the cases aforesaid, the Employer shall have powers:

(i) To determine the contract as aforesaid of which termination notice in writing to the Contractor under the hand of the Employer shall be conclusive evidence. Upon such determination, the earnest money deposit and security deposit under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.

(ii) After giving notice to the Contractor to measure up the work and to take over

unexecuted work out of his hand for its completion, the Contractor, whose contract is determined, shall not be allowed to participate in the tendering process for the balance work.

(iii) In the event of above courses being adopted by the Employer, the Contractor shall have no claim to compensation for any loss sustained by him/ her by reasons of his/ her having purchased or procured any manpower or materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Officer-In-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CHAPTER-4
SPECIAL CONDITIONS OF THE CONTRACT (SCC)

A. General Instructions:

(i) The Bidder submitting tender would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.

(ii) The contract will be for a period of **two years initially** with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be continued for the remaining period of 21 (twenty one) months.

(iii) In case the services during the trial period are not satisfactory, the contract will be terminated at two weeks' notice. The NID MP may renew/extend the contract to such further period (s), as it may deem proper and in any case **not exceeding four years from the date of commencement of work**, having regard to the quality and manner of the Contractor's performance. However, it shall be with consent/written request by the Contractor in this regard.

(iv) All deployment of the outsourced manpower shall be executed as per detailed requirement and as directed by an Officer-in-charge nominated by the Director.

(v) In case the Contractor fails in fulfilling the obligations fully and in time, the NID MP shall have the absolute right to take up the work at the Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit. The Institute shall have right to impose penalty commensurate with the fault and amount towards damages if any, which shall be recovered from the bill.

(vi) The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time including all Labour laws and shall indemnify the NID MP from any claims in this regard.

(vii) All letters posted/E-mail Sent to Contractor at the address/Email Id given by him/her, will be considered to have been delivered in time.

(viii) If it is observed at any stage that the output of the outsourced manpower is not satisfactory, the contractor will be informed for replacement of the manpower within 48 hours else the contract may be terminated at one month's notice and Security deposit will be forfeited. The Contractor will have no claims whatsoever on the NID MP.

(ix) The Contractor will be fully responsible for any accident or mishaps involving outsourced manpower deployed by the Contractor and the Contractor will fully pay claims made by these victims. The Contractor shall indemnify the NID MP from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any

other nature in respect of all manpower engaged by the Contractor. The Contractor will fully indemnify NID MP against all claims in this regard, as well as litigation expenses, interest and cost that may be awarded by the competent Authority/Court.

(x) The Contractor is advised to take group insurance for the deployed manpower for protection against any claim arising out of any untoward incident accident involving them during the course of duty.

(xi) It will be the sole responsibility of the Contractor to abide by the provisions of the following Acts as to the manpower engaged by him/ her/ it for performance of this contract:

- a) Employment of Children Act
- b) Workmen Compensation Act
- c) Contract Workers (Regulation & Abolition) Act 1970.
- d) Minimum Wages Act
- e) Employee Provident Fund Act
- f) ESI Act
- g) The Payment of Bonus Act
- h) Any other act or legislation as may be in force from time to time.

(xii) Any liability arising on the NID MP shall be deducted from the bills of the Contractor and if the full amount is not recovered then the same shall be recovered from the Security deposit of the Contractor. **There would be no liabilities towards the Manpower of the Contractor by NID MP and for all the purposes, such employees are to be treated as exclusive employees of the Contractor and there is no responsibility of the Institute, towards employees of the Contractor.**

(xiii) The NID MP through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.

(xiv) The Contractor is required to post his/ her/ its authorized representatives/Skilled Supervisors (at his/ her/ its cost) at the site of the work who shall receive the instructions from the Officer (to be nominated by the Director of the Institute) from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.

(xv) In the event of the Contractor failing to deploy the required manpower under contract in whole or in part, an alternative arrangement will be made by NID MP totally at the cost & risk of Contractor besides any suitable fine/penalty.

(xvi) The Contractor shall be liable to pay compensation for any loss & damage caused to the property of the Institute or its Staff Members/Students/Visitors by the Contractor or his/ her/ its manpower.

- (xvii) The Manpower engaged by the Contractor shall not stay in Institute premises beyond office hours without permission.
- (xviii) The Contractor will have to serve a notice of three months, if he/ she/ it wishes to terminate the contract.
- (xix) The Manpower must be provided with two sets of uniform, footwear & Identity Card by the Contractor, within 15 days of engagement of the Manpower.
- (xx) The Manpower should maintain good personal hygiene. They should behave politely and amenable to the discipline being followed at the Institute.
- (xxi) If in the opinion of the NID MP authorities, the performance of any of the Manpower deployed is not satisfactory or he/she is not amenable to discipline or his/ her behaviour is not conducive to retain him/ her for the work, he/she should be replaced by the Contractor immediately.
- (xxii) In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, NID MP or any other officer nominated by the Director, NID MP for arbitration whose decision shall be final and binding on the parties. The proceedings before the arbitrator would be governed by the provisions of the Arbitration Act 1996.
- (xxiii) The services of employees of Contractor should be made as a manner as decided by the Institute to keep the maximum working hours as 48 hours a week as per Labour laws.
- (xxiv) There shall be no over time deployment, failing which necessary deductions will be made from the monthly bills of the Contractor.
- (xxv) The Institute may call Manpower on Saturday, Sunday and holidays, if required, on rotation basis by allowing other working days off or by paying additional charges on per day minimum wages basis.
- (xxvi) Terms of payment for wages etc, once decided at the time of the award of the contract and included in the agreement shall not be subject to revision except that payment on account of enhancement/ escalation charges on account of revision of wages by appropriate Govt. from time to time shall be payable by the NID MP to the Contractor.
- (xxvii) The Contractor shall submit a list of employees deployed at the Institute having name, father/ mother's name, DOB, Adhaar card number, address, mobile number etc along with photo and thumb impression. Any changes should be informed immediately and the list updated.
- (xxviii) The police verification report for all Manpower to be deployed in the Institute will be

carried out by the Contractor before placing them in the Institute.

(xxix) The age of the manpower engaged by the Contractor should not be below 18 years and more than 45 Years.

(xxx) The Contractor shall ensure the necessary periodical training for all the Manpower to tackle the emergent situations like fire/theft/disaster/hostage etc.

(xxxviii) The Contractor shall properly maintain and account for all the items of furniture, registers, etc. provided by NID MP.

(xxxix) No manpower will be permitted to use any part of the NID MP complex for residential purpose except in exceptional circumstances with the permission of the Registrar, NID MP.

(xxxix) The Contractor shall be fully responsible for providing weekly off, National holidays etc., to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the Contractor to provide a suitable substitute.

(xxxii) Obligation/Compliance to be ensured by Contractor during the period of contract are as under:

Sl. No.	Compliance
a)	License for employing contract labour
b)	Compliance of minimum wages Act by payment of wages on 7th of every month through Bank and deposit proof to the Institute
c)	Compliance of provision of ESI & PF
d)	Ensure treatment in ESI hospital in case of accident/ injuries suffered in performance of work and compensation under ESI Act.
e)	Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities
f)	Observance of working hours, weekly rest and overtime payment as per minimum wages Act-1948

(xxxiii) The Contractor and his/ her/ its staff will make their own residential arrangement outside the premises of the NID MP. No one will be granted permission to stay in the Campus during night or during non-functional hours except on duty.

(xxxiv) Daily attendance of the Manpower will be marked in **biometric machines/ register** as specified by the Officer-in-charge of NID MP.

(xxxv) The Contractor shall provide replacement of personnel, in case of absenteeism, casual/sick leave, etc., so as to ensure full staff at all time.

(xxxvi) That payment on account of enhancement/escalation charges on account of revision

in wages and statutory payments like EPF/ESI contributions only by the appropriate Govt. (Central/State) from time to time shall be payable by the NID MP to the Contractor. No escalation of percentage of Contractor's Service Charges shall be admissible during the term of the contract.

(xxxvii) The Contractor shall not deduct any un-authorized deduction from salary of the staff nor will he/ she/ it ask them to deposit money back to him, in what so ever name.

B. Modification of Terms and Conditions:

The NID MP with the consent of the Contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his/ her/ its contract.

C. NID MP's Obligations:

The NID MP will not charge any amount from the Contractor for water or/and electricity supplied for to its Manpower at NID MP; which is just and reasonable. However, in case of misuse of any facilities, the Contractor would be required to reimburse the loss/damage caused to the Institute.

D. Contractor's Obligations:

The Contractor shall provide manpower in the category of Data Entry Operator, Accounts Assistant, Nursing Assistant, Receptionist, Electrician, Plumber, Carpenter, Multi-Tasking Staff (MTS) etc. on outsourcing basis at NID MP campus, Bhopal on the terms & conditions mentioned in the tender document.”

The following conditions shall be applicable in the case of supply of manpower services:

- (i) The supplied manpower should be competent enough to execute the work assigned to them.
- (ii) The outsourced workers shall attend to all work assigned to them by the concerned Branch/ Office/ Discipline in charge/ competent authority.
- (iii) The personnel deployed shall be healthy, active and not less than 18 years or more than 45 years of age. Nobody shall have any communicable diseases.
- (iv) The personnel deployed shall be smartly dressed and carry an Identity Card.
- (v) The Contractor shall provide fully trained and disciplined personnel, who should be well behaved and well mannered.

(vi) All statutory/ legal/ administrative requirements such as minimum wages, PF, ESI, Bonus, Gratuity and observance of various rules and regulations of the Government which are applicable in the case of Housekeeping staff will also be applicable in the case of other outsourced workers.

(vii) If the Contractor wishes to replace any of the outsourced workers, the same shall be done after prior consultation with the NID MP.

(viii) The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the NID MP along with testimonials before they are actually deployed for the job.

(ix) In case of any loss that might be caused to the NID MP due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the Contractor and in this connection, the NID MP shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Institute besides imposition of penalty.

(x) In case of any major deficiencies/ lapses on the part of the personnel deployed by the Contractor, the NID MP shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

(xi) The Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact CAO of the NID MP at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient.

(xii) In the event of contract personnel being on leave/ absent, the Contractor shall ensure suitable alternative arrangement to make up for such absence.

(xiii) The Contractor will issue identity cards to his/ her/ its Manpower/supervisors after getting them verified by the NID MP. Any Manpower found without identity card will not be permitted to enter the premises. One supervisor will be nominated by the Contractor to coordinate with NID MP on all matters.

E. Sub-Contracting:

The Bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with the NID MP's prior written consent.

F. Payment Conditions:

(i) **The service provider will be responsible for making the payment of wages directly to its Manpower by 7th of each month from his/ her/ its own sources. The service**

provider will submit the bill for the particular month along with wage-sheet duly authenticated by the Head, Security of NID MP, EPF/ESIC/GST Challans for reimbursement which will be verified on the basis of actual amount disbursed/attendance/EPF/ESIC/GST payments etc.

(ii) The Contractor shall make payment to the Manpower by depositing the payment towards the wages directly in their bank accounts and submit the bank details/ECS statement duly certified by the bank, to the office with the bill for verification. The bill shall also carry the duly certified copy of EPF/ESI and GST challans for the month. The claim bill shall be submitted to the designated officials of the Institute for certification for payment. The designated official on the receipt of the bill will check the work record and thereafter accordingly certify the bill for payment.

(iii) The Contractor shall pay his/ her Manpower wages not less than the minimum wages fixed by the Govt. for the state of Madhya Pradesh and all other statutory dues like EPF, ESI, bonus etc. throughout the tenure of contract, in the presence of the designated officials of the NID MP.

(iv) All bills should be submitted on printed forms, duly signed and pre-receipted in triplicate. Salary/ Wage slips of all Manpower/ Supervisor will be attached with the bill.

(v) The GST no. & Pan Number must be printed on the bills of the firm. Also the GST number of the Institute shall be mentioned on the body of bill. The GST received from the institute shall be deposited to Govt. A/c immediately and filing of GST return with GST number of Institute as service receiver will be mandatory.

(vi) Payment will be made by the Institute to the Contractor on monthly basis on submission of bills in triplicate along with the attendance sheets and certificate of satisfactory performance of work from the concerned officer of the NID MP. A certificate to the effect that all Manpower laws including EPF, ESIC payments etc are being followed; has to be furnished with proof along with the bill for payment.

(vii) TDS of Income Tax/GST and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor as per Govt. rules.

(viii) The Contractor shall facilitate opening bank accounts of his/ her employees. Under no circumstances, payment of wages in cash shall be made. In case of availability of existing ESI and EPF accounts of the provided manpower, the same should be continued by the Contractor and new accounts should not be opened.

(ix) The Institute shall have right to check & verify the details of salary disbursement made to the workers by calling required documents from contractor or workers.

G. Uniform and Liveries etc.:

(i) The service provider shall provide proper uniform (**yearly two sets of Shirt and Pant for Male and Saree with Blouse pieces/salwar suit including stitching charges for Female**) including boots/shoes, woollen sweaters, face mask, hand gloves to each deployed personnel

in NID MP campus at its own cost and expenses.

(ii) The cost of the above items shall not be recovered from the Manpower in any form. The Institute will ensure the compliance of above instructions rigorously. The service charge should be quoted in a manner to cover up the cost of above items along with the appropriate profit margin.

H. Commencement of Work:

The Contractor is required to provide manpower services on outsourcing basis within 15 days from the date of acceptance of offer of NID MP. In case it is found that the work has not been taken up from the above date, the NID MP at its sole discretion may cancel the work order and the EMD shall be forfeited without any further reference to the Contractor.

I. Cancellation of Contract:

(i) Notwithstanding any other provisions in this contract, the NID MP reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in interest of the Institute or public at large. The Contractor is not eligible for any compensation or claim in the event of such cancellation.

(ii) If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Manpower Deposit issued to the NID MP shall be forfeited without any claim whatsoever on NID MP and the Contractor is liable for action as appropriate under the extant laws.

J. Force Majeure:

(i) Bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.

(ii) For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, natural calamity and fire, events not foreseeable but does not include the Bidder's fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.

(iii) In the event of any such intervening Force Majeure, the Bidder shall notify NID in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by NID, the Bidder shall continue to perform/ render/ discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable

alternative means for performance affected by the Event of Force Majeure.

(iv) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, NID MP and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of NID MP shall be final and binding on the Bidder.

K. Resolution of Disputes:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Bid or in the discharge of any obligation arising under this Bid (whether during the progress of the work or after completion of such work and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party, and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of the arbitration shall be Bhopal.

L. Jurisdiction:

In the event of any dispute not resolved amicably as enumerated in clause above, Bhopal shall be considered as the place of execution of this contract arrangement and only courts in Bhopal alone shall have jurisdiction in the matter.

M. Penalty for Inadequate Performance on the Part of Contractor:

Sl. No.	Type of lapse	Penalty in Rupees
(i)	Failure on part of Contractor to ensure his/ her/ its Manpower are deployed without uniform at NID MP premises (per workman)	100 per workman per day
(ii)	Maintaining Improper/Wrong attendance record by Contractor	500 per day
(iii)	Failure to ensure proper behavior and discipline of his/ her/ its Manpower at NID MP premises.	200 per person in addition to taking civil & criminal proceedings as per rule
(iv)	Any incident of Rowdiness and/or rioting in campus on part of Manpower of Contractor showing failure on part of Contractor to ensure proper behavior of his/ her/ its Manpower.	500 per person in addition to taking civil & criminal proceedings as per rule

(v)	Inaction of the Contractor to the complaint made by NID MP/ Officers of NID MP.	100 per complaint per day
(vi)	Damage to the Institute property due to negligence	Book value + 10% of the book value towards installation & for causing inconvenience.

Note:

- a) The penalty shall be deducted from the Service Charge/Security Deposit of the Contractor from the monthly Bills or from the Manpower Deposit.
- b) For any act of inadequate performance of contract not specifically stated herein, the person authorized by the Institute will determine the penalty based on the merits of each act after providing an opportunity to the Contractor.
- c) In case of Sl. No. 3 & 4 the person(s) involved should be adequately warned by the Contractor and in case of second occurrence, the person should not be assigned duty at NID MP.
- d) The person(s) involved in theft and/or carrying item un-authorizedly should not be assigned work at NID MP and shall be removed from the workplace immediately.

CHAPTER - 5
SCOPE OF WORK

A. Scope of Work (Manpower services):

“To provide manpower in the category of Data Entry Operator, Accounts Assistant, Nursing Assistant, Receptionist, Electrician, Plumber, Carpenter, Multi-Tasking Staff (MTS) etc. on outsourcing basis at NID MP campus, Bhopal on the terms & conditions mentioned in the tender document.”

B. Name of the post, essential qualifications & tentative requirement for supply of other Manpower:

Sl. No.	Name of Post	Education Qualification	Desirable /Technical Qualification/ Experience	Tentative Requirement
(i)	Data Entry Operator (Highly Skilled)	Graduate from recognized university	Typing speed 40 WPM, Trained on MS Office	01
(ii)	Accounts Assistant (Highly Skilled)	B.com from recognized university	Trained in accounting software	01
(iii)	Nursing Assistant (Highly Skilled)	12th Pass	GNM/ Diploma/ Certificate Course in Nursing	01
(iv)	IT Assistant	12th Pass	Diploma/Certificate Course in Hardware/ Software	01
(v)	Multi Tasking Staff (MTS) (Semi Skilled)	10th Pass	Trained on MS Office	08
(vi)	Electrician (Skilled)	ITI in respective field	Diploma/License Certificate as Electrician	02
(vii)	Plumber (Skilled)	ITI in respective field	Diploma/Certificate as Plumber	01
(viii)	Carpenter (Skilled)	8th Pass	Diploma/Certificate as Carpenter	01
	HVAC Operator cum Technician (Skilled)	ITI in respective field	Diploma/Certificate as HVAC Technician	01

Note:- At present the institute’s requirement has been mentioned in the above table. The requirement of no. of manpower may be increased or decreased at any time as per the discretion of the Institute and the same shall be intimated in advance to the Contractor in writing.

The following conditions shall be applicable in the case of supply of manpower services:

- (i) The supplied manpower should be competent enough to execute the work assigned to them.
- (ii) The outsourced workers shall attend to all work assigned to them by the concerned Branch/ Office/ Discipline in charge/ competent authority.
- (iii) The personnel deployed shall be healthy, active and not less than 18 years or more than 45 years of age. Nobody shall have any communicable diseases.
- (iv) The personnel deployed shall be smartly dressed and carry an Identity Card.
- (v) The Contractor shall provide fully trained and disciplined personnel, who should be well behaved and well mannered.
- (vi) All statutory/ legal/ administrative requirements such as minimum wages, PF, ESI, Bonus, Gratuity and observance of various rules and regulations of the Government which are applicable in the case of Housekeeping staff will also be applicable in the case of other outsourced workers.
- (vii) If the Contractor wishes to replace any of the outsourced workers, the same shall be done after prior consultation with the NID MP.
- (viii) The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the NID MP along with testimonials before they are actually deployed for the job.
- (ix) In case of any loss that might be caused to the NID MP due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the Contractor and in this connection, the NID MP shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Institute besides imposition of penalty.
- (x) In case of any major deficiencies/ lapses on the part of the personnel deployed by the Contractor, the NID MP shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- (xi) The Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact CAO of the NID MP at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient.
- (xii) In the event of contract personnel being on leave/ absent, the Contractor shall ensure suitable alternative arrangement to make up for such absence.

(xiii) The Contractor will issue identity cards to his/ her/ its Manpower/supervisors after getting them verified by the NID MP. Any Manpower found without identity card will not be permitted to enter the premises. One supervisor will be nominated by the Contractor to coordinate with NID MP on all matters.

PART - I : TECHNICAL BID PROFORMA

Sr. No.	Documentary Proof (Self attested)	Details	Page No.
i.	1- Name of the Bidder 2- Type of Bidder (Proprietary Firm/Company/LLP/Partnership Firm) 3- Complete Address 4- Telephone number 5- Official Email id of the Bidder 6- Mobile number of the owner		
ii.	Proof of incorporation/ inception of the Firm/ Company/ Agency	[Upload the document& refer here]	
iii.	Details of persons employed, and number of offices/branches, details of infrastructure/machinery/equipments available,	[Upload the document& refer here]	
iv.	Copy of registration with the Labour Commissioner under Contract Labour (Regulation & Abolition) Act 1970	[Upload the document& refer here]	
v.	Copy of EPF registration	[Upload the document& refer here]	
vi.	Copy of ESIC registration	[Upload the document& refer here]	
vii.	Copy of PAN Card	[Upload the document& refer here]	
viii.	Copy of GST registration certificate	[Upload the document& refer here]	
ix.	Documents related to average turnover of minimum Rs One crore per year {Copies of IT Returns/ Audited accounts statement of the last three years(2017-18, 2018-19, 2019-20)}	[Upload the document& refer here]	
x.	Documents showing years of experience in providing Manpower services to Central/ State Government/ Central Autonomous Bodies / Central Educational Organization Including IITs/IIMs/NITs /CFTIs/ PSUs	[Upload the document& refer here]	

xi.	Documents showing number of successful contracts for minimum 1 year duration in providing Manpower Services during last five years with minimum 50 personnel in PSUs / Central / State Government/ Central Autonomous Bodies/Central Educational Organization including IITs/IIMs/NITs /CFTIs	[Upload the document& refer here]	
xii.	Certificates of satisfactory completion of all the Manpower contract, involving deployment of more than 50 personnel, carried out by the bidder in the last five years (separate format of Annexure II for each contract)	[Upload the document& refer here]	
xiii.	Documents showing minimum 50 number of personnel on direct payroll of the bidder during F.Y. 2019-20	[Upload the document& refer here]	
xiv.	Documents showing number of on-going similar contract (outsourced manpower services only) for value of Rs 50 lakh annually in Central /State Government/ Central Autonomous Bodies/Central Educational Organization including IITs/IIMs/NITs /CFTIs/PSUs	[Upload the document& refer here]	
xv.	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been black listed or changed the name of the firm and that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in Original).	[Upload the document& refer here]	
xvi.	Details of Earnest Money Deposit	[Upload the document& refer here]	

I/We certify that the above information is true to the best of my/our knowledge and I/We do not have any relative of the rank of Under Secretary or equivalent working in NID MP.

Signature and Seal of the Bidder

Date:

TECHNICAL EVALUATION SHEET

(To be filled by the Bidder and Uploaded and submitted with Technical Bid)

Name of the Firm:.....

The Firm is required to submit the documents in support of each criteria for assessment by Tender Evaluation Committee of NID MP.

SL. No.	Description	Criteria for Marks	Minimum marks for Qualifying in Technical Criteria	Maximum Marks
1.	Number of Years of experience in providing Manpower Services to Central/State Government/ Central Autonomous Bodies/Central Educational Organization Including IITs/IIMs/NITs /CFTIs/ PSUs on the format of Annexure II	2 mark each year for first 5 year and 1 marks for every additional year of experience subject to maximum of 20 marks	10	20
2.	Registration under Contract Labour (Registration & Abolition) Act, 1970/ EPFO / ESIC / PAN / GST with valid license during the currency of contract	5 marks for all valid certificates	5	5
3.	Service provider having Registered/Regional/ Branch offices in Bhopal.	5 Marks	--	5
4.	Number of successful contracts of minimum 1 year duration in providing Manpower Services in last five years with deployment of minimum 50Manpower in PSUs/Central /State Government/ Central Autonomous Bodies/Central Educational Organization including IITs/IIMs/NITs /CFTIs as per Annexure III	2 marks for 1 contract each of minimum 1 year duration subject to maximum of 20 mark	10	20
5.	Average turn-over of Rs	10 marks for	10	20

	1.00 Crore during the preceding three years.	minimum turnover and 2 mark each for additional 3 crore subject to maximum of 20 marks		
6.	Minimum 50 number of Manpower on direct payroll of the service provider during F.Y. 2019-20	5 marks for minimum number of 50 Manpower and 1 mark each for additional 20 Manpower subject to maximum of 10 marks	5	10
7.	Number of on-going similar contract of Manpower Services for value of Rs 50 lakh annually in Central/State Government/ Central Autonomous Bodies/Central Educational Organization Including IITs/IIMs/NITs/CFTIs/ PSUs (copy of work order must be enclosed)	2 marks for each ongoing contract and maximum of 20 marks	6	20
	Total			100

Important: The financial bid for only for those bidders shall be opened who will secure at least 60 marks in technical evaluation, with securing at least minimum marks in each category from 1 to 7, as per above given table.

Note:

(i) For item No. 1 to 8, the Bidder will have to submit the documentary evidence for each criteria as per the Technical bid format, failing which no marks will be allotted to the bidder.

(ii) The Tender Evaluation Committee may visit/ enquire at the offices, where currently, the security services are being provided by the bidders and based on visit/ enquiry, performance of the Bidder may be assessed.

PROFORMA FOR EXPERIENCE

1. **Details of Experience: Should be uploaded in the following format, original copy should be submitted with Technical Bid-**

Experience during the period 01.04.2015 to 31.03.2020 only:

Name of the client and full address	Telephone and FAX number of the client	Tenure of contract	Value of contract

Important: Copies of work orders, extension letters along with the work orders, certificates issued by the clients on their letter head with date of issue and containing requisite details (like date of commencement and completion, cost etc) will be considered.

Signature and Seal of the Bidder

Date:

FORMAT FOR PERFORMANCE CERTIFICATION

(to be issued on letterhead of the organization/institute/department)

(Furnish this information for each individual work involving deployment of more than 50 Manpower in the last five years, from the employer for whom the work was executed)

1. Name of the Contract and location

2. Agreement no. With date

a. Scope of Contract

b. Annual Contract Cost

c. Date of start

d. Period

e. Amount of compensation/penalty levied, if any

f. Performance Report

(i) Quality of service - Good / Satisfactory/ Unsatisfactory

(ii) Regular payment of wages to deployed Manpower - Good / Satisfactory/
Unsatisfactory

(ii) Adherence to all Labour Laws (including ESI and EPF) - Good / Satisfactory/
Unsatisfactory

(Signature of the Authorized Authority of the Organization)
(Official Seal of the Organization)

Date:

UNDERTAKING BY CONTRACTOR
(Attested by Notary on a stamp paper of Rs. 100)

I/We hereby certify that:

1. Full manpower will be engaged on daily basis for the services sought under this contract on rotation basis (if required) as per given schedule or as per instructions issued by NID MP.
2. I/we have made the site visit in order to evaluate the level of services to be rendered and quoted accordingly.
3. I/We have read all the terms & conditions of the tender documents and by applying this tender, I/we hereby agree to all the conditions of the tender document/agreement.
4. I/We have specified the number of persons to be engaged daily (manpower) to execute all the works as mentioned above at NID MP.
5. I/We agree that the payment will not be made for work not carried out in any of the areas.
6. I/We will provide staff for shifting of furniture/ equipment as and when required by NID MP.
7. I/We further undertake to abide by all the provisions of law, enactments, notifications and circulars issued by the competent authorities. We shall keep the Institute fully indemnified and continue to keep the Institute indemnified for all the consequences arising out of our non-compliance of the provisions of law.
8. I/We agree to pay minimum wages, EPF, ESI, bonus, and other statutory payments on or before 7th day of every month. Further, I/We agree to submit proof of payment of wages i.e. ECS statement and challans, ESI and EPF contributions for the previous month along with the bill.
9. Substitute Manpower/ Supervisor will be made available as and when required. Extra manpower if any, called during conference/meetings, shifting of materials from one location to another, etc. will be provided even at short notice.
10. Two sets of Uniforms, Identity Card, and one pair of footwear will be issued to all the deployed personnel within 15 days of the start of work and it will be replaced as and when

required and all the expenditure will be borne by me/us. One sweater will be provided to deployed personnel by 15th November. The uniform will be provided every year and the expenditure will be borne by me/us and no charges will be demanded/deducted from the wages of employees.

11. We shall protect the interest of the Institute in respect of this contract agreement as well as against the action of any of our employees.

12. It is certified that the Partners of the Firm or sole proprietor or Firm/ Agency/ Company as the case may be, has never been black listed by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India/ State Government and no criminal case is pending against the said Firm/ Agency/ Company as on the last date of filling of this tender.

13. There is no police case/vigilance enquiry pending against the Partners of the Firm or sole proprietor or Firm/ Agency/ Company as the case may be, and that he/ she/ it has never been punished by any Hon'ble Court.

14. There are 'no dues' pending for payment towards income tax as on the date of the affidavit against the Partners of the Firm or sole proprietor or Firm/ Agency/ Company as the case may be.

Bidder's Signature and seal

Date:

LETTER OF CONSENT

To,
The Director
National Institute of Design, Madhya Pradesh,
Acharpura, Eint Khedi, Post Arwaliya,
Bhopal (MP) – 462038

Name of Work: Providing Manpower Services on outsourcing basis at NID MP.

Sir,

1. I/We understand the nature and quantum of work to be carried out. I/we have read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 90 (ninety) days from the date fixed for opening the Part I and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted, I/We understand that my/our “Earnest Money Deposit” submitted along with the tender to NID MP will be liable for forfeiture. The rate quoted is firm and I/we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the NID MP, general conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by NID MP.

2. Earnest Money in the form of Demand Draft /Bank’s Pay Order drawn in favour of National Institute of Design from a Scheduled bank is attached with the tender papers. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if:-

- (i) I /We do not execute the contract documents within 7 (seven) days after getting information from NID MP,or
- (ii) I / We don’t commence work within fifteen days of getting information from NID MP.

3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Bidder(s) with Stamp, Address:

Date:

**PART-II Financial Bid
(Only indicative in nature)**

(The financial bid must be filled and uploaded in BoQ format available in CPP portal. NO FIGURES TO BE WRITTEN IN PHYSICAL FORM/ HARDCOPY)

Name of the Firm:.....

Service Charges (Excluding GST):-

Description	In terms of Percentage on Grand Total amount per Month in the table above.	Equivalent amount in Rs.
Service Charges	(% In figures)	Rs (in figures)
	(% In words)	Rupees (in words)
	

Note:

- (i) The manpower shall be deployed in eight hours shifts on 6 day a week basis with maximum 48 hours working in a week as per Labour laws. The timings may be changed as per requirements of the Institute. One holiday will be admissible per week.
- (ii) Rate of Basic Wages shall not be less than the rate notified by Memorandum/ Order of Central Government or State Government, whichever is higher (and subsequent Memorandum/ Order).
- (iii) Separate rate or amount should not be quoted for uniform/ liveries and footwear failing which the tender stands automatically disqualified.
- (iv) **GST on service applicable will be reimbursed on actual basis.** Taxes, statutory levies, if applicable will be paid as per rules in force from time to time.
- (v) **Bonus :** The Bonus on minimum % will be reimbursed as per the Payment of Bonus (Amendment) Act 2015 issued by Govt. of India.
- (vi) Contractor's service charges should not be included in the bill of Bonus payment; NID MP will reimburse only the actual Bonus payment to the eligible outsourced Manpower.

Signature of the Bidder with Seal &Address

Date: