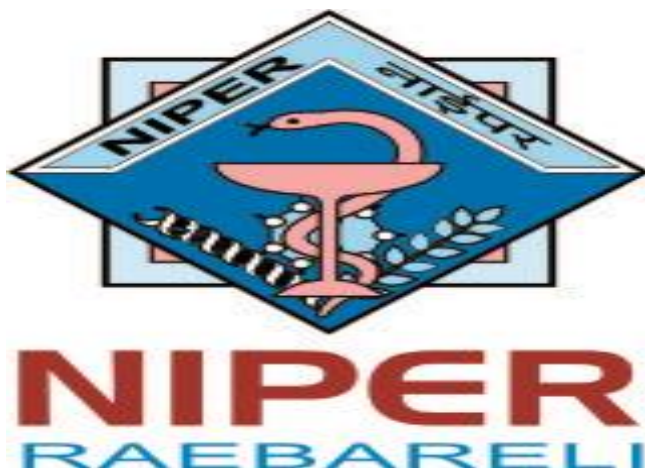


**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH,
RAEBARELI**

**Bijnor-Sisendi Road, Near CRPF Base Camp, Sarojini Nagar,
Lucknow, Uttar Pradesh 226002**



Tender Document

For

**Providing Unskilled, Semiskilled, Skilled, Highly Skilled manpower in the
Institute**

At

**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH, RAEBARELI
Bijnor-Sisendi Road, Near CRPF Base Camp, Sarojini Nagar,
Lucknow, Uttar Pradesh 226002**

NOTICE INVITING TENDER

Sealed tenders are invited by the undersigned on behalf of NIPER Raebareli from the experienced & professionally competent Contractors / Firms having valid registration/licenses and requisite credentials for providing Manpower and Housekeeping outsourcing services, in sealed covers. The Tender Document will be available on our website www.niperraebareli.edu.in & www.GeM.gov.in from 28.12.2021 onwards. The last date for submission of tenders is 17.01.2022 till 2.00 P.M.

Sd/-
Registrar



**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH
RAEBARELI**

(An autonomous Institute under the DoP, Ministry of Chemicals & Fertilizers, Govt. of India)

**TENDER DOCUMENT FOR PROVIDING UNSKILLED, SEMISKILLED,
SKILLED, HIGHLY SKILLED MANPOWER FOR HOUSEKEEPING & OTHER
SERVICES ON CONTRACTUAL BASIS TO NIPER RAEBARELI**

1.	Tender No. & Date	NIPER/RBL/Manpower/2021/Dated:28.12.2021
2.	Name of work	Providing Unskilled, Semiskilled, Skilled, Highly Skilled manpower in the Institute
3.	Last Date & time for online submission of tender	17.01.2022 till 2.00 P.M

Note:

- ✓ This tender document can be downloaded from the website www.niperraebareli.edu.in & www.GeM.gov.in.
- ✓ The prospective bidders can participate in the bid on GeM Portal.

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TENDER DOCUMENTS FOR

Providing Unskilled, Semiskilled, Skilled, Highly Skilled manpower in the Institute

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NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH,
RAEBARELI

SECTION-1

(Notice Inviting Tender)

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH, Raebareli is an autonomous Institute under the DoP, Ministry of Chemicals & Fertilizers, Government of India, and located at Bijnor-Sisendi Road, Near CRPF Base Camp, Sarojini Nagar, Lucknow, Uttar Pradesh 226002.

NIPER Raebareli invites bids under Two Bid System from interested reputed and registered service providers/firms for providing Unskilled, Semiskilled, Skilled, Highly Skilled and other manpower to the NIPER Raebareli on outsourcing basis depending upon the requirements of the Institute.

The Services of manpower agency would be required initially for a period of One Year from the awarding of work, extendable with mutual consent further subject to satisfactory compliance of terms and conditions of the contract. The first part is the Technical Bid, consists of technical requirements and general terms & conditions and the second part is Financial Bid.

I. General Instructions:

- Tender shall be submitted in prescribed tender form only.
- The schedule provided with the form of tender; listing the services to be rendered, must not be altered by the tenderer. Any modification/alterations of the schedule considered necessary by the tenderer should be in the separate letter accompanying the tender. No paper shall be detached from the tender form.
- The name and address of the tenderer must be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer.
- Financial bids of only the bidders who qualify technically will be opened.
- The tender is liable to be ignored if complete information is not given there-in or if the particulars of date (if any) asked for in the schedule to the tender are not filled in.

Tenders received after the specified date and time, due to whatever reason, will not be considered.

- i. **Site Visit:** - The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the nature and intricacies of the works and obtain all information from the Employer that may be necessary for preparing the bid and entering in to a contract for execution of the Works. The cost of visiting the site shall be at the Bidder's own expenses.

ii. Amendment of Bidding Document

Before the deadline for submission of the bids, the Institute may modify the bidding document by using addendum. Any addendum thus issued shall be the part of the Bid document and shall be uploaded NIPER Raebareli's website www.niperraebareli.edu.in & www.GeM.gov.in and may be downloaded from there. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Institute may extend, if necessary, the dead line for submission of bids.

- iii.** Date and time of opening of financial bids will be decided after technical bids have been evaluated by the Institute. Financial bids of only those tenderer(s) will be opened who qualify the technical evaluation, on the specified date and time. The date, time & place of opening of the financial bids will be intimated in due course of time.
- iv.** In the event of the due date of receipt and opening of the tender being declared as a holiday for the Institute, then due date of receipt / opening of the tender will be the next working day at the same time.
- v.** The tenderer(s) are requested to read the tender document carefully and ensure compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering exercise.
- vi.** The tender document duly signed and stamped on each page shall be returned in original with the technical bid as a proof to confirm the acceptance of the entire terms & conditions of the tender.
- vii.** Any amendment and / or addition made to the tender are not permissible after opening of the tender, incomplete tender(s), will be rejected.
- viii.** The Institute reserves the right to reject any or all tender(s), wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever.
- ix.** The system of e-tendering shall be adopted, comprising of Technical Bid and the Financial Bid.
- x.** Technical Bid should, inter alia, contain all technical details of services and solutions to be provided along with such documentary proofs.
- xi.** Financial Bid should, inter alia, indicate item-wise price and other commercial /

financial terms against the items mentioned in the Technical Bid.

II. Technical requirement for the Tendering Manpower and Housekeeping Service Provider:

- The Manpower and Housekeeping Service Provider should fulfill the following technical specifications at the time of bidding and produce documents as proof of each:
 - They should be registered with the appropriate Statutory Authorities (Annexure-I). They should have at-least 3 years' experience as Service Provider to Reputed Organization/Autonomous Bodies/PSU/Central Government Institutes (The information may be provided in the prescribed in Annexure -I). The Agency should also attach satisfactory performance certificates issued by Government Ministries/Departments etc. in support of its having rendered satisfactory services to such departments/Institutions, etc. during the last three years.
 - They should have their own Bank Account and must be in possession of Permanent Account Number (PAN). The documentary proof in this regard should be attached. The Agency should also produce Income Tax clearance certificate (ITCC) for the last three years and Sales Tax Certificate/VAT/ Service Tax.
 - List of similar contracts (all together) in the last 3 years with a minimum average annual turnover of Rupees Two Crore.
 - There should be no legal suit/criminal case pending or contemplated against the Company, Proprietor or any of its directors (in the case of Pvt. Ltd. Company) on grounds of impropriety or for violation of any of the laws in force. The Agency must enclose declaration to this effect at the time of submission of bid.
 - The bidder should have provided a minimum of 60 persons as manpower on outsource against single order on monthly basis.
 - **The bidder should possess minimum 5 years of experience in handling laboratories including laboratories of animal house facilities and specialized cleaning and allied services.**

SECTION-2

INSTRUCTIONS TO BIDDER

Tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid). The cover for Part – I should be super scribed as “Tender for **Providing Unskilled, Semiskilled, Skilled, Highly Skilled manpower in the Institute**, Part – I Technical Bid” and the cover for Part – II should be super-scribed as “Tender for **Providing Unskilled, Semiskilled, Skilled, Highly Skilled manpower in the Institute**, Part - II Financial Bid”.

2.1 PART –I (Technical Bid):

Technical bid should contain the information regarding constitutional documents (Memorandum and Articles of Association or Registration of the Firm etc.), ESI & EPF Registration, Business Turnover, experience in the sector, valid Labour Contract Licenses under Contract Labour Act / Laws and other details of the firm / agency to enable judging the suitability of the Tenderer. Self-attested copies of all supporting document should be enclosed with technical bid in the prescribed format i.e. Section-6, which should inter alia contain the following.

2.1.1 Eligibility Criteria:

The Agencies that fulfill the following requirements shall be eligible to apply.

- i. Only registered / licensed agency (Labour Contractor) with labour Department of any State Govt. / Central Govt. shall be eligible to apply. Self-attested registration copy must be enclosed with technical bid.
- ii. Tenderer should have experience of at-least 3 years from the date of registration for providing manpower to the Government Organization /Institutes. Satisfactory work completion certificate must be enclosed with technical bid.
- iii. The minimum annual turnover of the tenderer for the last three financial year i. e. (FY 2019 - 20, 2018-19 and 2017-18) shall **Rs. 2.0 Crores** or more. Further the bidder must have successfully executed a single work order worth **Rs. 1.0 crore** or

more in one financial year during last three years. A certificate from the organization concerned should be attached to this effect. Audited financial statements duly certified by the Chartered Accountant (CA) for the past three years shall be enclosed with the technical bid in support thereof along with copies of Income tax return.

- iv. The tenderer has not been debarred and / or blacklisted by any Central Government/ or any State Government Department(s) and the tenderer should not have any litigation in any of the labour court(s). An affidavit on Non-Judicial Stamp paper Rs.100/- duly notarized shall be enclosed with of the technical bid to that effect.

The proforma of the affidavit is attached with the tender as **Annexure-I**

- v. The tenderer shall submit the one copy of the tender document and addenda there to, if any, with each page of this document signed and stamped to as a proof to confirm the acceptance of entire term & conditions of the tender by the tenderer. The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as mentioned/ or required in tender document are liable to be summarily rejected. The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.
- vi. The Tenderer should have a Registered / Branch Office in Lucknow.
- vii. The Tenderer must submit all proof of documents as given under Technical Bid format. Section -6.
- viii. **In addition to the Qualification Criteria mentioned in the bid documents, the bidder should possess minimum 5 years of experience in handling laboratories including laboratories of animal house facilities and specialized cleaning and allied services.**

2.1.2 Validity of Bid

The validity of the offer shall be 120 days from opening of the Technical Bid. The successful Bidder shall not be entitled to transfer the benefits of the contract to any other Bidder for execution of the works contract, without the previous express sanction or previous permission in writing of the Registrar, NIPER Raebareli.

2.1.3 Local Conditions:

It shall be the responsibility of the tenderer to fully inform / acquaint / familiarized itself with local conditions and factors, which may have effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.

The Institute shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Institute, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on this tender will be entertained by the Institute.

2.1.4 Tender Preparation Cost:

The tenderer shall solely bear all costs associated with the preparation and submission of the bids, including the site visit etc. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by the Institute.

2.2 PART – II (Financial Bid):

- i. The financial bid should be in the format enclosed with tender in **section-7** and should be kept in separate sealed cover. Failure to provide financial bid in a separate sealed cover will result in invalidation of the offer.
- ii. The financial bid should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote the price in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his 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.
- iii. GST or any other taxes and Education Cess will be paid extra as applicable.

2.3 Tender Evaluation:

Institute will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender documents. Evaluation of the proposals shall be done in two stages as:

(a) Stage – I (Technical Evaluation):

(i) Institute shall evaluate the technical bids to determine, whether these qualify the essential eligibility criteria, whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to be submitted with technical bid are submitted and whether bids are completed and generally in order.

(ii) After evaluation of technical bids, a list of the qualifying tenderer(s) shall be made. Short-listed tenderer (s) shall be informed for the date, time and place of opening of financial bids and they may depute their representative/s with authorization letter from owner to attend the opening of financial bids on the scheduled date & time.

(b) Stage – II (Financial Evaluation):

The financial bids shall be evaluated based on the total monthly cost/service Charges per month as quoted by the tenderer(s).

SECTION-3
GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 DEFINITIONS

General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule

Agreement	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word “party” means the Successful Bidder to whom the work of providing manpower has been awarded
Client	Director NIPER, Raebareli
Letter of Acceptance	Shall mean the intent of the Client to engage the Successful bidder for providing manpower in NIPER, Raebareli, transit campus at Lucknow.
Notice to Proceed	Shall mean the date at which the manpower services are to commence in Client’s premises
Confidential Information	Shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party.
Contractor	Shall mean the successful bidder to whom the work of providing manpower in Client’ premises have been awarded.

3.2 CONFIDENTIALITY

The Contractor shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.

If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies/persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

3.3 PERFORMANCE BANKGUARANTEE

(Security Deposit or Performance Security)

- 3.3.1 The contractor shall be required to furnish a Performance Security on or before from the date of commencement of the contract for an amount of **Rs. 2,00,000.00** (Rupees **Two Lakhs** Only) Director, NIPER Raebareli payable at present in Lucknow in the form of irrevocable bank guarantee or Demand Draft issued by any nationalized bank or scheduled commercial bank in prescribed format as attached in **Annexure -II**.
- 3.3.2 The performance security, as furnished by the tenderer, shall remain valid for a period of sixty days, beyond the date of completion of all contractual obligations of the contractor under the agreement to be executed by and between the Institute and Contractor.
- 3.3.3 In case the period of contract is extended further by the Institute in consultation with the contractor, the validity of performance security shall also be extended by the contractor accordingly so that such performance security shall remain valid for a period of sixty days after the expiry of the obligations of the contractor for the extended period.
- 3.3.4 The Bank Guarantee can be forfeited by order of the competent authority of the Director NIPER Raebareli in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order.
- 3.3.5 On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Director NIPER Raebareli sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit

report on the account of firm's bill has been received and examined.

- 3.3.6 If the contractor is called upon by the competent authority of the NIPER, Raebareli to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Director NIPER, Raebareli shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 3.3.7 On due performance and completion of the contract in all respects, the performance Security will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

3.4 NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- a. After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, with in Seven (7) days of receipt of the same by him.
- b. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- c. The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the work.

3.5 NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the Notice to Proceed / work order to the contractor authorizing him to provide manpower in the Office at the specified locations.

3.6 SIGNING OF CONTRACT AGREEMENT

- a. The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- b. Client shall prepare the draft Articles of Agreement in the Performa included in this

Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

- c. The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Seven (07) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- d. The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

3.7 SERVICES REQUIRED BY THE CLIENT

- a. The Contractor shall be providing manpower in the institute for various services/work in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- b. The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.
- c. The Contractor shall provide manpower in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

3.8 COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

- a. Submission of Performance Bank Guarantee in accordance with **Clause 3.3 (Section-3)**.
- b. The Contractor shall commence manpower services in Client's premises within 30 days from the date of receipt of Notice to Proceed as set out in **Clause 3.5 (Section 3)**

3.9 RIGHT OF ACCEPTANCE:

- a. The Director, NIPER Raebareli, reserves all rights to Reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it to accept the lowest or any specific bids. The decision of the Director, NIPER Raebareli in this regard shall be final and binding.
- b. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- c. The competent authority of the office of the Director, NIPER Raebareli reserves the right to award any or part or full contract to any successful agency/agencies at its discretion

and this will be binding on the bidders.

- d. In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Director, NIPER Raebareli reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- e. The Director, NIPER Raebareli may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Under taking etc.

3.10 INSTITUTE OBLIGATIONS

- a. The Institute reserves the right to bar worker, deployed by the contractor to carry out the works, if there is doubt about his / her integrity, conduct and character, the decision of the Institute in this regard shall be final and binding on the contractor.
- b. Proper space/ Suitable space shall be provided to the contractor for storage/keeping the material etc. at suitable places.
- c. The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.
- d. To enable the Contractor to provide the manpower services, the Client shall ensure that their staff is available to provide such assistance
- e. The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employers' relationship with any of the workers of the Contractor.
- f. The Institute will not charge any amount from the contractor for water and electricity consumed during the execution of services.

3.11 VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of one year can be further extended, subject to satisfactory services at the sole discretion of the office of the Client.

3.12 PAYMENTS

- a. After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the providing manpower.
- b. The Institute on the receipt of the bill will check all the records and there after process the bill for payment. Institute will reimburse the amount to the contractor within 10 working days from the date of the submission / or verification of bill.
- c. The initial cost of the Contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, and statutory levies by Government shall be entertained by the Client during the period.
- d. After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- e. In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the Price Schedule.
- f. Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- g. No payment shall be made in advance nor did any loan from any bank or financial institution recommended based on the award of work.

3.13 FORCE MAJEURE-OBLIGATIONS OF THE PARTIES

“Force Majeure” shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act off civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and Terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

3.14 TERMINATION OF CONTRACT

The Institute reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest i.e.

- a. If the Contractor fails to provide the services as envisaged herein within the period(s) specified in the contract or any extension thereof as may be granted by Institute.
- b. In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof by giving written notice to the Contractor and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encased.
- c. 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 Performance Security issued to the Institute shall be forfeited without any claim whatsoever on Institute and the contractor is liable for action as appropriate under the extant laws.
- d. The contractor is not eligible for any compensation or claim in the event of such cancellation.

3.15 DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son’s wife (daughter-in-law), daughter(s) & daughter’s husband (son-in-law), brother(s) & brother’s wife, sister(s) and sister’s husband (brother-in-law)

3.16 INSOLVENCY

The competent authority of the Director NIPER Raebareli may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- a. If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any conveyance or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation, of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- b. If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

3.17 CURRENCIES OF BID AND PAYMENTS

The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

3.18 GOVERNING LAWS AND SETTLEMENT OF DISPUTE

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments there to. The venue for the

Arbitration will be Lucknow and the decision of the arbitrator shall be final and binding on the parties.

3.19 In case of Same Rates

In case more than one price bid quoting the same rates are received, the award of the contract will be decided on the basis of evaluation of their past experiences. The decision of the Institute in this regard will be final and binding on the bidders.

3.20 JURISDICTION

The court at Lucknow alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Lucknow court shall have jurisdiction in the matter.

SECTION-4

SPECIAL CONDITIONS OF CONTRACT (SCC)

The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Section 2 and General Conditions of the Contract (GCC) as contained in Section 3.

4.1 INDEMNIFICATION

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses / penalties / awards / decrees arising out of litigation / claims / application initiated against the Client on account of acts of omission / commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm / company by way of initiating suitable legal litigation against the Contractor at any point of time.

4.2 LABOUR LAW COMPLIANCES

- a. The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions / laws are complied with by the contractor.
- b. All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc., shall be paid by the contractor and Client shall not incur any liability or additional expenditure

- whatsoever for personnel deployed.
- c. It is mandatory that the employees must be paid through bank transfer only.
 - d. The Contractor shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.
 - e. The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliance's of labour or other related laws.
 - f. The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees / worker engaged by it and shall ensure payment of all the statutory dues / liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
 - g. The Contractor shall submit periodical returns as may be specified from time to time.

4.3 OFFICIAL RECORDS:

- a. The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. In respect of all the staff deployed in Client's office.
- b. The Contractor shall maintain a personal file in respect of all the staff who are deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- c. The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC/EPFO Commissioners.
- d. Each monthly bill must accompany the:
 - i. List of employees with their date of engagement
 - ii. The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
 - iii. Copies of authenticated documents of payments of such contributions to EPFO/ESIC
 - iv. Declaration of the Contractor regarding compliance of clause 8.3 Amount of EPF /ESIC
- e. The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

SECTION-5
SCHEDULE OF WORKS/REQUIREMENTS

5.1 SCOPE OF WORK AND TENTATIVE REQUIREMENTS OF MANPOWER

The Institute has initial requirement of following Unskilled, Skilled, Highly Skilled and Specialist manpower. It is expected that manpower agencies serial No. 01-04 are well conversant with computers. The requirements of the Institute may increase or decrease during the initial period contract also.

III. Quality & Size of Manpower

Sr. No.	Category of Manpower required	No. of manpower required	Education Qualification	Range of Pay(Month)	Estimated averagecost to company per person/per month inclusive of all liabilities except service charge.
1.	Data Entry Operator	2	Bachelors Degree and two years of relevant experience preferably with basic knowledge of Computer Application	25000-35000	27000/-
2.	Office Assistant	2	Bachelors Degree and two years of relevant experience preferably with basic knowledge of Computer Application	25000-35000	30000/-
3.	Estate Supervisor	1	Bachelors Degree/Diploma Civil/Mechanical/Electrical and two years of relevant experience preferably with basic knowledge of Computer Application	25000-35000	30000/-
4.	Accountant Assistant	1	Bachelors Degree and two years of relevant experience preferably with basic knowledge of Computer Application	35000-45000	40000/-
5.	Admin. Assistant/ Hostel Care Taker	1	Bachelors Degree and two years of relevant experience preferably with basic knowledge of Computer Application	35000-45000	40000/-
6.	Library Assistant	1	B.Lib/M.Lib. and two years of relevant experience preferably with basic knowledge of Computer Application	30000-40000	35000/-
7.	Junior Technical Assistant	2	B.Sc./B. Pharm. and 10+2 Science and two years of relevant experience in Lab	20000-30000	25000/-

			preferably with basic knowledge of Computer Application		
8.	Store Assistant	1	10+2 with One years of relevant experience preferably with basic knowledge of Computer Application.	20000-30000	22000/-

IV. Manpower for Housekeeping/Sanitizing/Driving/ Electrician.

Sr. No.	Category of Manpower required	No. of manpower required	Education Qualification	Range of Pay(Month)	Estimated average cost to company per person/per month inclusive of all liabilities except service charge.
1.	Driver	1	Matriculation with commercial vehicle license and two years experience.	15000-25000	22000/-
2.	Electrician	1	Highly Skilled.	Wages as per norms of Central Labour Commissioner.	
3.	Office/ Lab Attendant	5	Unskilled		
4.	Sweeper	8	Unskilled		

The above requirement is only tentative and may vary depending upon the volume of work, functional requirements etc. Any additional requirement/reduced requirement/variation of manpower including

5.2 SCOPE OF WORK-CONTRACTOR

- 5.2.1 Vendor must provide photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 5.2.2 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- 5.2.3 Contractor must employ adult and efficient personnel only. Employment of child labor shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as

and when they take place.

- 5.2.4 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 5.2.5 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; The Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 5.2.6 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 5.2.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.
- 5.2.8 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 5.2.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons/property at the premises on account of acts of omission and commission by the staff deployed by him.
- 5.2.10 The payments to its employees shall be disbursed by the Contractor in the presence of the representative of Client who shall sign the payment register in token of having disbursed the salary in his presence by Contractor.
- 5.2.11 Working hours of the NIPER Raebareli will be between 9:00 A.M. and 5:30 P.M.

5.3 PENALTIES

- 5.3.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 7th of every month, failing which penalty of Rs.1000/- per day will be imposed up to 15th of the month and the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The Client will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- 5.3.2 Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.
- 5.3.3 The Contractor has to maintain adequate number of manpower as per this contract and also

arrange a pool of standby manpower / supervisor. If the required numbers are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).

5.3.4 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

5.3.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

5.4 CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

- i. Are always smartly turned out and vigilant.
- ii. Are punctual and arrive at least 15 minutes before start of their duty time.
- iii. Take charges of their duties properly and thoroughly.
- iv. Perform their duties with honesty and sincerity.
- v. Read and understand their post and site instructions and follow the same.
- vi. Extend respect to all Officers and staff of the office of the Client.
- vii. Shall not drink on duty or come drunk and report or duty.
- viii. Will not gossip or chit chat while on duty.
- ix. Will never sleep while on duty post.
- x. Will not read newspaper or magazine while on duty.
- xi. Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Vendor Control and the Client.
- xii. When in doubt, approach concerned person immediately.
- xiii. Get themselves checked by security personnel whenever they go out.
- xiv. Do not entertain visitors.
- xv. Shall not smoke in the office premises.

5.5 GENERAL INSTRUCTIONS

5.5.1 The Contractor shall deploy all manpower at the Client facility in the manner and as per the instructions of the Client.

5.5.2 The Contractor shall ensure that all personnel are fully conversant with the premises and with the client's business activities and its related worker requirements.

- 5.5.3 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the Client, emergencies, exempted.
- 5.5.4 The Contractor shall cover its personnel for personal accident and/or death whilst performing the duty.
- 5.5.5 The Contractor shall issue identity cards/ Identification documents to all its employees, who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 5.5.6 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

5.6 Contractor Obligations: -

- 5.6.1 **The contractor shall deploy the worker after police verification.** The contractor shall deploy workers of decent character, sound health and general abilities to carry out such work. **The worker(s) deployed shall wear identity card provided by the contractor.** The worker(s) deployed should be able to read instructions written in Hindi / English. Contractor need to submit the Police verification & Medical fitness certificate of every worker to the Institute.
- 5.6.2 The contractor shall pay his worker(s) wages not less than the minimum wages fixed by the Central Govt. and all other statutory dues like EPF & ESI throughout the tenure of contract.
- 5.6.3 The contractor would be required to ensure that the payment of the worker(s) in the strict observance of Minimum Wages Act will be made on or before 7th day of every month and there should be no linkage between worker(s) payment and settlement of the contractor bill from the Institute.
- 5.6.4 The contractor will submit the pre-receipted duly stamped bill in prescribed format for reimbursement of services covered under the contract in triplicate of preceding month, monthly pre-receipted, printed & dully signed. Each Monthly bill must accompany the:
- a. Satisfactory work completion certificate issued by concerned Office,
 - b. Certificate to the effect that no Labour Law or any other Law governing the worker(s) deployed has been violated and any dispute or claim arising out of this shall be concerned and responsibility of Contractor.
 - c. Challan of PF, ESI & GST return for the last month.
 - d. Copy of bank transfer of all workers for the last month.
- 5.6.5 The Contractor shall abide by all laws and rules and regulations framed there under or any other statutory obligations which are in force from time to time in respect of worker(s)

- deployed. The contractor shall indemnify the Institute from any claims in this regard.
- 5.6.6 The contractor shall be responsible to extract work, manage work and for interaction with “Authorized Person” (person designated by Director/Registrar, NIPER Raebareli).
- 5.6.7 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 5.6.8 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.
- 5.6.9 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the contract to the Client.
- 5.6.10 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractor’s risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

5.7 Terms & Conditions:

- 5.7.1 Any losses sustained to the Institute due to the negligence of the services of the Contractor in the form of loss / damage of property will be recoverable from the contractor, as the money value shall be estimated by the Institute. The decision of the Institute in this regard will be final and binding on the Contractor.
- 5.7.2 The Contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- 5.7.3 The Contractor shall apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to Institute within 30 days from the date of issue of the letter of Intent (LOI) / award of the work. The fee for issue of such license shall be paid by the contractor.
- 5.7.4 The Institute will designate officer/s as “Authorized Person/s” who will deal with the contractor. Similarly, the Agency will designate a person who will be responsible for handling deputies’ affairs.
- 5.7.5 If in the opinion of the Institute authorities, the performance of any of the worker(s) 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 rendered immediately.
- 5.7.6 Every worker deputed by the contractor shall be an employee of the contractor and none of the deputies of the agency shall have any claim whatsoever against the Institute. The Institute will not be responsible

or liable under any Act, Laws or Rules or in any case that are in force and that may come in force from time to time in respect of the employees deputed by the contractor.

- 5.7.7 Safety Management: Contractor is liable to provide all the safety equipment's to worker(s) and also provides necessary training, drills and conduct regular inspection to maintain safety of the worker(s) from any hazards. The contractor shall be responsible for the safety and the well-being of its worker(s) deployed in the Institute and for all the issues and liabilities arising during the execution of contract.
- 5.7.8 If any injury is caused to any worker by accident arising out of and in the course of his deployment, Contractor shall be liable to pay the compensation in accordance with the provisions of Act, Laws or Rules (as applicable). Institute shall not be subjected to own any responsibility under the provisions of any such Act, Laws or Rules.
- 5.7.9 Institute is a "NO SMOKING ZONE". The Contractor should ensure that the personnel engaged DO NOT SMOKE while working. The Contractor shall ensure that personnel do not indulge in drinking alcohol or any other intoxicants and are not under the influence of alcohol or other intoxicants while performing their duties in the Institute. The Contractor shall ensure that such personnel shall not play cards or indulge in any sort of "Gambling" while working and executing their duties in terms of the Contract.

5.8 Clarification:

The prospective tenderer requiring any clarification regarding the tender document are requested to contact **Registrar, NIPER Raebareli**, at any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment. The amendment will be published on Institute website & on GeM. In order to afford prospective tenderers reasonable time in which to take the amendment into account in preparing their bid, the Institute may, at its discretion extend the deadline for the submission of Tender.

5.10. Emoluments

The estimated pay range applicable to different categories of manpower to be engaged shall be as given above. Gross pay will be computed on agreed rate of wages for the job category inclusive of EPF, ESI and any other Govt. approved entitlements. However, final gross pay shall be fixed by the Institute in consultation with the outsourcing agency based on the experience of the candidates.

***Gross emoluments will be inclusive of employee's as well as employer's contribution on account of EPF, ESI and service tax etc. at prescribed rates but will be exclusive of Service charge to be paid to the outsourced agency. The final pay in the range given above will be fixed by NIPER Raebareli in consultation with the outsourcing agency. The selection of manpower shall be done by NIPER Raebareli on behalf of the contractor on the basis of**

CVs submitted by the contractor.

No remuneration is payable for unauthorized absence / late coming / early leaving. The payment to the personnel shall be made through ECS in Bank Account of the personnel and a copy of deposit shall be attached with the bill raised.

V. Submission of Bills

The Agency will make payment to the staff on a monthly basis by the **7th of each month** in the individual bank accounts of the outsourcing staff and need to provide a proof of the same by **10th of the month**. The Agency will submit the invoice/claim to the NIPER Raebareli on a monthly basis duly supported by proof of disbursement of salary to the staff, in triplicate for payment. The payment to the Agency shall be released within **15 days from the date of receipt of invoice** provided the claim of the Agency is found to be in order from all angles. The **Tax deducted at source** and such other taxes /levies as are required by law to be deducted shall be deducted from the charges payable to the Agency. The Agency shall ensure **that Form-10 and Form-5** shall be filed regularly with PF authorities, and also necessary **Group Insurance facility** for the staff deployed. The Agency shall furnish details of disbursement made to the staff indicating the amount of remuneration received from the NIPER Raebareli against each individual, amount deducted on account of statutory deductions such as **ESI/EPF** etc., as employee's share and net amount paid to each individual duly supported by details of payments made to the contractual staff before presenting claim for the next month. The proof of payment of statutory obligations such as **ESI, EPF** etc. and any other applicable taxes must be furnished by the Agency indicating the names of the employees and the amount deposited in respect of each, failing which subsequent payment to the Agency shall be withheld.

VI. Terms and Conditions:

- The Service Provider shall provide Manpower in Administrative/clerical, technical, sub-staff and Housekeeping (cleaning & maintenance services) and sanitation services for NIPER Raebareli campus situated at National Institute of Pharmaceutical Education and Research, Bijnor-Sisendi Road, Sarojini Nagar, Near CRPF Base Camp, Lucknow (UP)- 226002 as per NIPER's requirement with specified qualification and experience in accordance with the conditions laid down by NIPER Raebareli.
- The Service Provider shall be paid service charge on the total remuneration payable to the personnel.
- Personnel provided by the Service Provider will have to attend their duties at specified timings on all working days including Saturdays and on few occasions on holidays depending on the requirement the institute. Late coming, leaving early, absenteeism shall not be accepted.
- NIPER Raebareli reserves the right to cancel the contract at any stage without assigning any reason.
- The Service Provider shall provide substitute to any of its staff deployed, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from the authority of NIPER Raebareli. NIPER Raebareli may require the service provider to immediately remove from the place of work any such staff deployed by the service provider and service provider

shall forthwith comply with such requirements.

- The service provider shall provide substitute well in advance if there is any probability of the staff deployed leaving the job due to his/her own personal reasons. The payment in respect of overlapping period of the substitute shall be the responsibility of the service provider.
- The service provider shall not assign, transfer, pledge or subcontract the performance of service.
- Staff deployed by the service provider shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters etc.
- The personnel engaged for the services in NIPER RAEBARELI through Service Provider shall be the employees of the Service Provider and will take their remuneration/wages from the Service Provider directly.
- Any staff deployed by the Service Provider cannot claim any master & servant relationship with NIPER Raebareli. Also, the service provider's staff shall not claim any benefit/ compensation/ absorption/ regularization of service with NIPER Raebareli or its Centre under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other similar enactment or order. Undertaking obtained from the person to this effect shall be submitted by the service provider to the Director, NIPER Raebareli.
- The service provider shall ensure proper conduct of staff of the service provider in office premises and avoidance of any in-disciplined act on their part and **strictly enforce prohibition of consumption of alcohol drinks, paan and smoking.**
- The normal working hours are 09.00 am to 5:30 pm on all working days.
- Before deploying the outsourced staff, the successful contractor shall arrange for the interview of the suitable candidates by the nominated committee constituted by the Director, NIPER Raebareli. The photocopies of the documents of the selected candidates will be retained for the record of NIPER Raebareli.
- Statutory deductions shall be promptly remitted to the statutory agencies as per law. Service charges alone shall be retained by the service provider for the provision of services to NIPER Raebareli.
- The decision of the Director, NIPER Raebareli in any matter relating to this contract shall be final.
- NIPER Raebareli reserves the right to accept or reject any or all the tenders without assigning any reason thereof. Director NIPER-Raebareli reserves the right to relax any of the conditions of tender or to modify in the best interest of the Institute.in the interest of NIPER Raebareli.
- The agency shall be responsible for their personnel conduct and observance of normal discipline at NIPER Raebareli.
- The personnel will not be provided any transport facilities or conveyance allowance for attending their duties at NIPER Raebareli.
- The Service Provider will furnish to the NIPER Raebareli the full particulars of the personnel deputed including details like Name, Father's Name, Age, Photograph, Permanent Address etc., and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/ Police and also ensure that they possess the requisite academic/technical

qualifications and experience for rendering the services of NIPER Raebareli.

- Any violation of discipline or irregularity in attendance or indulgence in misconduct on the part of personnel deployed shall be immediately withdrawn as per instructions of Director, NIPER Raebareli.
- Even though the personnel will be deputed for One Year from the awarding of work initially, Director, NIPER Raebareli reserves the right to terminate any particular personnel at any time or all of them engaged through your agency without assigning any reason thereof.
- Arrangement made with the Manpower and Housekeeping Service Provider for engaging personnel, would not entitle any of those personnel for regular or contract appointment at NIPER Raebareli on any post at any point of time.
- The Service Provider would be fully responsible for its personnel for their termination, discharge or for any legal action or liabilities and/or payment of legal duties like salary or wages, EPF/ESI contribution. The Service Provider shall be also responsible to keep all records required by law i.e. Contract Labour (Regulating & Abolition) Act. The Employees Provident Fund Act, Minimum Wages Act. The payment of Wages Act 1956, Payment of Bonus Act, E.S.I Act, or any such Act applicable to carry out the work assigned by NIPER Raebareli.
- During the End of the contract, the last payment will be released only after ensuring compliance with all statutory and other obligations.
- The Service Provider shall undertake to indemnify NIPER Raebareli for any liability under any law arising out of the entered manpower and housekeeping contract.
- The Service Provider shall comply with all the rules and regulations regarding safety and security of its supplied/provided employees and NIPER Raebareli will in no way be responsible in any manner in case of any mis-happening with their personnel at any place.
- Payment to the manpower and housekeeping service provider would be strictly on the certificate by the Establishment Section of NIPER Raebareli on satisfactory provision of the services and attendance of staff deployed by the service provider.
- Income Tax (TDS), GST TDS & Other Taxes will be deducted from the bill amount as per Tax rules & regulation in force from time to time.
- During the subsistence of the contract, NIPER RAEBARELI shall not undertake any monetary liability other than the amount payable to the Manpower and Housekeeping Service Provider for the services of the personnel provided by them. Other liabilities, if any, shall be solely rest with the Service Provider. Even if, NIPER Raebareli has to bear such liabilities on unforeseen circumstances/occasions, NIPER Raebareli will recover such amount from the Service Provider by adjusting the amount payable to them.
- Any loss, theft or damage or the life and or property of the employees of NIPER Raebareli and or property of NIPER Raebareli, shall be compensated by the Service Provider if the cause of such loss, theft or damage is on account of default, negligence and or lapse of the employees of the Service Provider. Manpower deployed will maintain full secrecy of the official working and records etc., failing which action will be initiated against the concerned persons and concerned Service Provider under applicable rules and laws etc.,
- The rate offered by the tenderer for service charges for providing of personnel shall be valid up to 90 days from the date of opening of Commercial Bid.
- The tenure of contract shall be initially for a period of One Year from the awarding of work,

and the same shall be extendable further based on performance and on mutually agreed terms & Conditions. The Institute also reserves the right to discontinue the contract at any time during the contract period.

- In case of any dispute arises during the process, the decision of the Director, NIPER Raebareli, shall be binding to both parties.
- **No amount should be collected or deducted from the employee's salary apart from statutory deduction. If this clause is violated, the contract is liable to be cancelled.**
- If any delay in providing a suitable substitute for the period beyond three working days by the agency a **penalty of Rs.500/-per day per person** shall be deducted from the monthly bill of the service provider in the following month.
- In case of same percentage of service charge quoted by more than one tenderers, based on technical evaluation i.e. past performance, turnover, infrastructure, regular payment of statutory deductions/payments, IT returns, Audited balance sheets with profit & loss accounts, similar experience in educational institution and certificate/reports of them etc. will be taken as criteria for selection of Service Provider by NIPER Raebareli.
- **Arbitration:** All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under. Such disputes shall be adjudicated by an arbitrator nominated by Director, NIPER Raebareli. The arbitrator shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief. The place of arbitration shall be Raebareli. The language of arbitration shall be English.
- **Jurisdiction:** Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in a court of competent civil jurisdiction at Lucknow and only the said courts shall have jurisdiction to entertain and try such action (s) and/or proceedings to the exclusion of all the other courts.
- Any attempt at negation (direct or indirect) on the part of a tenderer with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.
- The service provider shall be liable to deposit all taxes, etc. on account of services rendered by it to NIPER Raebareli to the concerned tax authorities from time to time, if any.
- The engagement of suitable/qualified persons through the agency and the disposal of the persons (if necessary) is at the discretion of NIPER Raebareli only.
- Attendance should be attached with the bill duly certified by the designated officer of the Establishment Section.
- The agency shall pay wages to the employees through E.C.S. only.
- The agency shall provide deployment/engagement letter to the staff engaged at the beginning of the contract and issue pay-slips (hardcopy /softcopy) on a monthly basis to the staff engaged.
- Director NIPER-Raebareli reserves the right to have parallel contracts with other agencies

during the tenure of contract.

- **The service charge quoted less than 2% with applicable GST on service charge will be liable for rejection.**

Sd/-
(Registrar)
NIPER Raebareli

VII. Declaration

I Son/Daughter/Wife of Sri..... Authorized Signatory of the service provider, mentioned above, am competent to sign this declaration and execute this tender document.

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

The information/documents furnished along with the technical and financial bid are true and authentic to the best of my knowledge and belief.

Date:
Place:

Signature of the tenderer
Name:
Seal:

BID DECLARATION FORM

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
- c) I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
- d) Signed: (insert signature of person whose name and capacity are shown)
In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(In case of a joint venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)



NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH,
RAEBARELI

(An autonomous Institute under the DoP, Ministry of Chemicals & Fertilizers, Govt. of India)

Section -6 Technical Bid

For the work of Providing Manpower and Housekeeping staff on outsourcing (contractual basis) to NIPER Raebareli.

This Technical Bid for providing Manpower and Housekeeping Services shall be filled in by the tendering party, duly signed, stamped and sealed and sent to “The Registrar, National Institute of Pharmaceutical Education and Research, Raebareli” in a separate cover super-scribed with “Technical Bid”.

S. No.	Particulars	Details
1	Name of the Tendering Company/Firm/Agency	
2	Full Address of the Registered Office/ Branch Office (if any)	
3	Phone No. Fax No.	
4	State status whether firm is Proprietary/ Partnership firm / Company	
5	Name(s) of the Director/ Proprietor/ Partners of the firms	
6	Name & Design. of authorized representative(s) with Ph. No.	

8. Statutory information under various statutes:

Sl. No.	Registration under the	Registration No. (attested copies should be attached)
A	Firm Registration Certificate with concerned authorities.	
B	Shops & Establishment Act	
C	License under the Contract Labour Act	
D	Provident Fund Number (PF)	
E	Employee State Insurance (ESI)	
F	GST Registration No.	
G	Permanent Account No. (PAN)	
H	Copy of IT return filed for the last three financial years	
I	Certified extracts of the bank account containing transactions for the last three years	
J	Any other	

- Give details of major similar contracts handled by the tendering manpower and housekeeping service provider during the last three years with minimum overall turnover of Rs.1.00 crore per annum in the following format. The copies of the contracts/agreements etc., of the experience are to be attached (if the space provided is insufficient, a separate sheet may be attached)

S. No.	Name of the Client with Address, Ph. No.	No. of Manpower provided (Ministerial / Technical)	Contract amount	Duration of the Contract	
				From	To

● Letters of satisfactory performance from the client(s) must be attached.

● Annual Gross Turnover during the last 3 consecutive years should be minimum 2.00 Crore in each financial year i.e. Rs. 1.00 crore each in 2017-18, 2018-19 and 2019-20. The Organization should provide required documentary proof in support thereof such as IT>Returns, Financial Audited Reports by statutory authority for the respective three years:

Financial Year	Turnover in rupees (Nos. & words) (Documents should be submitted)
2017-18	
2018-19	
2019-20	

● Additional information, if any: (attach separate sheet if required)

Place:

Date:

Seal & Signature of the Tenderer

Address.....

Phone No.



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Section 7 Financial Bid

**For Providing Manpower and Housekeeping Outsourcing Services on Contractual basis to
NIPER Raebareli (Govt. of India/Govt. of UP. –Minimum Wages Act)**

- This Financial Bid should be filled in by tendering party duly signed, stamped and sealed and must be submitted in a separate cover, superscribed with “Financial Bid”.
- After opening of technical-bid the capability and suitability of the tenderers shall be evaluated and Financial Bid of the qualified tenderers shall be opened on the date informed accordingly in presence of bidders

➤

S.N.	Category	Central labour Commissioner wages per day per person	Total days per month per person @	Total amount per month per person	EPF @.....	ESI @.....	Total per day chargeable to the Institute In Rs.
1							
2							
3							
4	Total Chargeable to the Institute for wages (1+2+3)						
5	Service Charges @..... % (on '4')						
6	Total after service Charges (4+5)						
7	GST (IGST or CGST+SGST/UTGST) on '6'						
8	Grand Total (6+7)						

1	Name of the Tenderer	
2	Address of the Tenderer	
3	Phone No. & Fax No.	
4	Whether proprietary/partnership firm or company	
5	Name (s) of the Proprietor or Partners of the firms	

Charges for providing the Manpower and Housekeeping Outsourcing Services

Category / Service	Salaries	EPF	ESI	Other Liabilities, if any	Service Charge liability (%)
1	2	3	4	5	6

Note 1: The agency shall not quote service charges below the TDS rate i.e.2%. If quoted below the TDS rate, the bid shall not be considered.

Note 2: The rates may be quoted on monthly basis, not daily basis. The rates quoted by the service provider should be inclusive of all statutory liabilities, taxes etc. in force at the time of entering into the contract. The payment to the personnel shall be made on conclusion of the calendar month.

Place:

Date:

Seal & Signature of the Tenderers

I accept the above Terms and Conditions

(Signature of the Tenderer)

Check list of documents (attach the following) mandatory when submitting the Bid

1. EPF Registration
2. ESI Registration
3. GST Registration
4. Firm Registration from concerned depts.
5. Labour License Regn. No
6. Pan Card
7. Bank statement for the last three years
8. IT returns for the last three years
9. Experience certificates of similar works/contracts for the last 3 years in Private/Publicsectors.
10. Bid Declaration Form

Section-8

Annexure / forms

Annexure-I DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING
PART IN TENDER

Annexure-II BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

Annexure-III Articles of Agreement

Annexure – I

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART INTENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- non-judicial Stamp paper by the Tenderer)

I / We (Tenderer) hereby declare that the firm / agency namely

M/s..... has not

been

blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

Or

I / We

(Tenderer) hereby declare that the Firm / agency namely M/s.

was blacklisted or debarred by

Union / State Government or any Organization from taking

part in Government tenders for a period of years w.e.f. to . The period is

over and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by Director, NIPER Raebareli, and EMD / SD shall be forfeited. In addition to the above Director, NIPER Raebareli will not be responsible to pay the bills for any completed / partially completed work.

Attested:

(Public Notary / Executive Magistrate) Address DEPONENT Name

Annexure – II

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

The Director

NIPER

Raebareli

WHEREAS M/s -----, having its office at-----

(hereinafter referred to as the “Contractor”) which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), in pursuance of

the Work Order No. ----- dated -----has undertaken for

supply of----- (hereinafter referred to as the “Contract”). To the NIPER Raebareli (hereinafter referred to as the “Purchaser”)

AND WHEREAS it has been stipulated by you in the said contract that the “Supplier” shall furnish you with a bank guarantee by a Nationalized Bank including SBI for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the “Supplier” such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor and we undertake to pay you, upon your first written demand declaring the “contractor” to be in default under the contract and without cavil or argument, any sum or sums within the limits of (Rupees----- as aforesaid, without your needing to prove

or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the

(Signature of the authorized officer of the Bank)

.....Name and

Designation of the Officer

.....

Seal, name & address of the Bank and Address of the Branch.

Note:

1. PBG should remain valid for a period of sixty days beyond the date of completion of all contractual obligation of the supplier including warranty obligation.
2. PBG Should be from a schedule commercial bank operating in India as approved by RBI.
3. In case of the Foreign Banks (for Foreign purchase only) the bank guarantee should be executed by a bank of international repute duly confirmed by State Bank of India or a bank Guarantee executed by State Bank of India or any nationalized bank of India.
4. It should be send directly by the banker of the vendor to NIPER Raebareli.

Articles of Agreement

CONTRACT AGREEMENT NO..... DATED

5.13 THIS AGREEMENT is made on.....between Director, NIPER Raebareli (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose office is at of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated for “availing manpower services at its office under Tender No.

II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

III. AND WHEREAS the Client has selected M/s..... as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No., to the Contractor on for a total sum of [Rupees Only].

IV. AND WHEREAS the Client desires that the manpower services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.

V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the manpower services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

VII AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing manpower services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII AND WHEREAS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

VIII. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) The Letter of Acceptance (LoA) issued by the Client.
- (b) Notice to Proceed (NTP) issued by the Client
- (c) The complete Bid, as submitted by the Contractor.
- (d) The Addenda, if any, issued by the Client.
- (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
- (f) Charges – Schedule annexed to this Article of Agreement
- (g) Supplementary Agreements executed from time to time.

3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor
ASI

Signed on Behalf of Office of the DG,