

BID DOCUMENT

PROVIDING MAN POWER THROUGH SERVICE PROVIDER AT

**OFFICE OF THE GENERAL MANAGER
GOVT. OPIUM & ALKALOID WORKS
NEEMUCH (M.P.) - 458441**

TENDER INQUIRY NO.

GM/GOAW/NMH/ADM/02/2019

DUE DATE: 21/02/2019

GOVERNMENT OF INDIA, MINISTRY OF FINANCE

**OFFICE OF THE GENERAL MANAGER
GOVT. OPIUM & ALKALOID WORKS
NEEMUCH – 458441 (M.P.)**

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**OFFICE OF THE GENERAL MANAGER
GOVT. OPIUM & ALKALOID WORKS
NEEMUCH (M.P.) – 458441**

SECTION - I

(Bid Reference)

DOMESTIC COMPETITIVE BIDDING

(Through Call of Tenders)

TENDER NO. GM/GOAW/NMH/ADM/02/2019

Name of the Work/ Description of Services.	Providing Man Power Through Service Provider for loading, unloading and misc work etc. in the Office of General Manager, Govt. Opium & Alkaloid Works, Neemuch – 458441 (M.P.)
Period of Sale of Bidding Documents	04/02/2019 to 21/02/2019
Last Date & Time for Receipt of Bid	21/02/2019 at 15:00 HRS.
Date and Time of Opening of Bid	21/02/2019 at 15:30 HRS.
Officers from whom the tender documents can be obtained and to whom they can be submitted.	Manager Office of the General Manager, Govt. Opium & Alkaloid Works, Neemuch – 458441 (M.P.) (Tel: <u>91-7423-220199, 220647</u>)

**OFFICE OF THE GENERAL MANAGER
GOVT. OPIUM & ALKALOID WORKS
NEEMUCH (M.P.) – 458441
SECTION -II
INVITATION FOR BID
TENDER NO. GM/GOAW/NMH/ADM/02/2019**

Office of the General Manager, Govt. Opium & Alkaloid Works, Neemuch-458441 (M.P.) invites sealed bids under the two-bid system from **reputed parties preferably having ISO or equivalent Certification** or having sufficiently long experience in providing services to Govt. institutes, for the following –

- (A) Following Manpower is required for specified period as mentioned in table “A” at the Office of the General Manager, Govt. Opium & Alkaloid Works, Neemuch (M.P.). However, the Purchaser and the Supplier of Services, by mutual consent, may extend the contract for a further period of 12 months on the same terms and conditions. The scope and nature of services to be provided are mentioned at Section-V of this bid document. It also includes supply of managerial services for managing the above mentioned services.

Table “A”

S.No.	Particulars	Contract Period	Type of Labour	Nos
1	Manpower for loading, unloading in opium factory etc.	25.02.2019 to 24.03.2019 (1 month approx)	Contract Paid Workers (unskilled)	20
			Contract Paid Workers (skilled)	03
2	Manpower for misc works in opium factory etc.	25.03.2019 to 31.08.2019 (5 month approx)	Contract Paid Workers (unskilled)	15
			Contract Paid Workers (skilled)	05

2. The bid document should be downloaded from the departmental website www.goaf.gov.in and Central Public Procurement Portal www.eprocure.gov.in from **04/02/2019 to 21.02.2019 at 15:00 HRS.** Tenders obtained from any other source shall not be accepted. Since the tender documents are downloaded by the supplier from website(s) the tender fee is exempted.

3. Sealed bid quotations along with the Earnest Money Deposit (EMD) of **Rs.38,000/-** (Rs. Thirty Eight Thousand only) in favour of ACAO, GOAW, Neemuch (M.P.) for above mentioned Services, should be submitted to the Office of the General Manager, Govt. Opium & Alkaloid Works, Neemuch - 458441 (M.P.), latest by **21/02/2019** at 15:00 hrs. The Technical Bid Quotations and Financial Bid against this tender will be opened on **21/02/2019** at 15:30 hrs.

4. ***Special Note:- Number of Manpower (Labour) and contract period may be reduced or extended by the General Manager, GOAW, Neemuch at any time as per requirement of work.***

Sd/-
General Manager
O/o General Manager, GOAW, Neemuch

SECTION-III

INSTRUCTIONS TO BIDDERS

1. This Invitation for Bids is open to all the reputed parties preferably having ISO or equivalent Certification or having sufficiently long experience (at least three years) in providing services to Govt. institutions, with a turnover of at least **Rs.10 lakhs per year** during last three financial years in this line of business.
2. The Office of the General Manager, Govt. Opium & Alkaloid Works, Neemuch-458441 (M.P.), hereinafter may also be referred to as the “**Purchaser**” and the successful bidder for providing the services shall be referred to as the “**Supplier**”
3. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding documents. **Failure to furnish all information required under the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.**
4. The bidder is required to fill up the Profile of its Organization in the format given as per **Annexure – I** of this Bid Document.
5. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by a written amendment. All prospective bidders who have given their e-mail address at the time of obtaining the bid document will be notified of the amendment, which will be binding. The amendment will also be available on the website www.eprocure.gov.in and www.goaf.gov.in
6. In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.
7. The bid prepared by the Bidder, as well as all correspondence and documents shall be written in **English** language.
8. The bids are to be submitted in two parts in separate sealed envelopes, i.e. “**Technical Bid**” and “**Financial Bid**”.
9. The **Technical Bid** prepared by the bidder shall include the following:
 - (a) Full particulars of organizations where the bidder has supplied such services in the current and three preceding financial years. (Self-attested copies of the relevant work orders to be enclosed).
 - (b) Self certified copy of the audited balance sheet, Profit and Loss Account of the bidder for the previous three financial years.
 - (c) Self certified photo copy of the PAN card.
 - (d) Self certified photocopy of Sales Tax Registration Certificate / GST Registration Certificate, ESIC Registration, Employee Provident Fund Registration, if any.

(e) Information regarding any litigation, current or during the last five years in which the bidder was/is involved; the names and address of the opposite party(s); case number; the court in which pending; and the disputed amount.

(f) Details regarding any work order / contract that was abandoned by the bidder at any stage or withdrawn from, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).

(g) Information regarding the proceedings for bankruptcy, insolvency or winding up, if any, in which the bidder is / was involved.

In case information required vide Para (e) to (g) is nil, this is required to be mentioned very categorically.

10. The **Financial Bid** shall comprise of the price component for all the services indicated in the Section-III and V of the bid document. The rate quoted by the bidders should include the amount of all applicable taxes, wherever and whichever applicable. The rates once accepted by the Purchaser shall remain valid till the currency of the contract.

The Financial Bid should clearly state whether the bidder would abide by the minimum wages rate requirement for Central Government Establishments under the Minimum Wages Act and as amended/increased from time to time.

The Financial Bid shall not be less than an amount arrived at after taking into consideration the prevailing minimum wage rate as per central government norms, for each person deployed by the supplier/bidder, and all the statutory minimum wages / allowances / dues / contributions / taxes etc. (payable to the government as well as to the persons employed by the Supplier).

11. Rates shall be quoted in Indian rupees only.

12. Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13. In exceptional circumstances, the Purchaser may solicit the Supplier's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. A Supplier may refuse the request without forfeiting its EMD. A Supplier accepting the request will not be required nor permitted to modify the bid. However, such extension, under any circumstance or condition shall not be requested or allowed beyond completion of one year after the end of this contract.

14. Sealing and Marking of Bids:

(a) The **Technical Bid** along with EMD instrument should be placed in one **sealed envelope super scribed 'Technical Bid'**. The **Financial Bid** should be kept in a **separate sealed envelope super-scribed 'Financial Bid'**. Both the envelopes should then be placed in **one single, sealed envelope super-scribed 'Bid for Providing Man Power Through Service Provider for loading and unloading and misc works'** and should be addressed to the **General Manager, Govt. Opium & Alkaloid Works, Neemuch – 458441 (M.P.)**. The bidder's name, telephone number and complete mailing address along with e-mail address should be indicated on the cover of the outer envelope.

(b) Both the inner envelopes super-scribed **Technical Bid** and **Financial Bid** should have the name and full address of the bidder so that if required, they may be returned to the bidder without opening them.

(c) If the outer and inner envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

(d) If for any reason, it is found that the Technical Bid reveals the Financial Bid or related details in any manner whatsoever, or, the Financial Bid is enclosed in the envelope super-scribed "Technical Bid", the Bid document **will be summarily rejected in the first instance** itself.

(e) All the Bid documents submitted should be **serially page numbered** and contain the **table of contents** with page numbers. Each page of the bid shall be signed by the bidder with the stamp of the Organization.

15. Deadline for Submission of Bids:

(a) Bids must be received by the Purchaser at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

(b) The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case, all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

(c) **Any bid received by the Purchaser after the deadline for submission of bids, prescribed by the Purchaser in the bid document, will be rejected and returned unopened.**

16. Modifications and Withdrawal of Bids:

(a) The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

(b) The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice should be through a signed confirmation by the bidder. The Purchaser should receive it before the deadline for submission of bids.

(c) Bid withdrawn in the intervening period of the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form will result in the Bidder's forfeiture of its EMD.

17. Opening and Evaluation of Technical Bids:

(a) The Tender Committee appointed by the Purchaser will open all **Technical Bids** in the first instance on the appointed date, time and venue. All the bidders are required to be present at the time of bid opening.

(b) During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing or by email only.

(c) No bidder shall contact the Purchaser on any matter relating to its bid from the time of the bid opening to the time the purchase order is placed. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be

done in writing. **However, all bidders are strongly advised to furnish all material information in the bid itself.**

(d) Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or purchase order will result in immediate rejection of the bid.

(e) The results of the evaluation of the Technical Bids along with the date of opening of the Financial Bids will be communicated in writing to the qualifying bidders by email. The unsuccessful bidders will be informed on request.

18. Opening and evaluation of Financial Bids:

(a) The Purchaser will open the Financial Bids of the technically Qualified bidders as specified in para 17(e) above.

(b) Arithmetical errors will be rectified on the following basis:- If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected.

19. The Purchaser shall make the contract payment as per the payment schedule mentioned below:

(a) Monthly bills submitted in duplicate by the Supplier for the work executed in the preceding month complete in all respects. No advance payments shall be made.

(b) The bills submitted by the Supplier should include requisite proforma duly filled in, certified by the designated authority, as specified by the Purchaser, stating satisfactory performance of the job, for releasing the payments. The Supplier will maintain proper record of all statutory payments made by it, and will annex it along with monthly bills. The bills shall carry a self declaration about payment of all statutory minimum wages / allowances / dues / contributions / taxes etc. (to the government as well as to the persons employed by the Supplier).

(c) If at any time during currency of JOB, the SCOPE OF WORK for which this job has been awarded is reduced/ abandoned, or if the number of persons employed by the supplier is reduced from the stipulated number for any period, the payment / value of this job order shall be reduced on pro-rata basis by the Purchaser and would be binding on the Supplier.

20. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

21. The Purchaser will award the contract to the Bidder whose bid has been determined to be the most responsive to the Bidding Document and who has offered the best-evaluated bid in terms of price and quality of performance promised and other relevant parameters, within 30 days of the opening of the Financial Bid.

22. The word “bidder” as used in this document shall mean the one who has signed the tender document forms. He may be either the Principal Officer or the duly authorized representative in which case, the bidder shall submit a certificate of authorization. All certificates and documents (including any clarifications sought and any subsequent correspondences) shall be furnished and signed by such representative or the Principal Officer.

23. The Bidder shall sign its bid with the exact name of the organization concern and in case of a proprietorship concern , the name and address of the proprietor to which the contract is to be awarded.

24. The Bid document filed by the bidder shall be typed or written in indelible ink.

25. In case the Bid document submitted has deviations from the specifications or terms and conditions prescribed, the Bidder shall describe them in the Technical Bid document separately and prominently (even though the deviations may not be material). It must be ensured that the price related deviations are not indicated in the Technical Bid document in any manner. The Purchaser reserves the right to reject the bid having deviations from the prescribed terms and conditions.

26. It will be the sole responsibility of the bidder alone to execute the entire contract on its own accord.

27. Prior to the submission of Bid, the Bidder/authorized representative should personally inspect the specific area of work (as per Section-V) covered by the services, at the Purchaser’s premises at Office of the General Manager, Govt. pium & Alkaloid Works, Neemuch at his/her own cost and under prior permission. This is necessary to enable the bidder to gather all information so as to facilitate the bidder to accurately prepare the Bid after taking into consideration all the relevant factors. Submission of the bid will, therefore, be considered as meeting the requirements of having fully read and understood the tender document and the scope of work prescribed therein and expected from the Supplier.

28. The contract shall be deemed to have been concluded at Neemuch for all purposes and therefore, the Courts of India at Neemuch alone will have exclusive jurisdiction to determine any unresolved dispute in relation to the said contract.

29. It will be mandatory for all the prospective bidders to bid for all the items specified in Section-V (read with Annexure-III) of the bid document.

30. The Purchaser at its discretion may exercise an option to place order on the successful tenderer to supply the services in part. The Purchaser may exercise this option not later than 30 days of the opening of the financial bid. The tenderer shall, at his option, agree to the above, in writing within 15 days of the written offer by the Purchaser.

31. Making misleading or false representation knowingly or unknowingly or providing false or misleading information in the bid document knowingly or unknowingly will lead to disqualification of the Bid and the Bidder at any stage.

32. Where the bid has been signed by the Authorized Representative on behalf of the organization concern, the bidder shall submit a **certificate of authority** and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract. Purchaser can outright reject any

bid not supported by adequate proof of the signatory's identity, residential and office addresses and authority.

33. Bidder shall give in writing the following certificate along with his/her bid: **"Read and accepted the instructions to Bidders"**, by putting his/her Signature alongwith the stamp of Bidder of Authorized Signatory.

34. The decision of **Office of the General Manager, Govt. Opium & Alkaloid Works, Neemcuh- 458441 (M.P.)**, will be final and binding on all bidders.

SECTION-IV

A. TERMS & CONDITIONS OF CONTRACT

1. No alteration should be made in any of the **terms and conditions** of the bid document by scoring out or deleting or erasing. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be rejection.
2. A sum of **Rs. 38,000/- (Rupees Thirty Eight Thousand only)** must be deposited as **Earnest Money Deposit (EMD)** through **Bank Draft** in favour of **ACAO, Office of the General Manager, Govt. Opium & Alkaloid Works, Neemuch-458441 (M.P.)**, & must accompany the technical bid in the sealed envelope without which the Bid will be rejected. The said amount will be forfeited, if the successful tenderer fails within the time fixed by the Purchaser to sign the contract on terms contained in the bid document. The earnest money of the successful Bidder will be refunded after the furnishing of valid Performance Guarantee. For the other Bidders, the Earnest money instrument will be returned latest on or before the 30th day after the award of the Contract by registered post. No interest will be payable on this deposit.
3. The successful bidder will be required to deposit a **Performance Bank Guarantee** of **Rs. 95,000/- (Rupees Ninety Five Thousand only)** as security for due fulfillment of the contract. The Bank guarantee should be executed in the proforma in Annexure-2. It should be valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier. The bank guarantee must be submitted within 10 days from date of issue of supply order. This security shall be liable to forfeiture in the event of any breach or non-observance of the terms of the contract by the bidder or premature withdrawal from execution of work awarded for any reason. This performance bank guarantee will be in addition to the security or EMD mentioned in para 2 above. The performance bank guarantee will be renewed by the supplier in advance in case the contract is extended.
4. The successful bidder will be required to provide to the Purchaser a documentary proof of Registration with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Supplier under this contract, along with any approval / other order of such Labour Commissioner that the Supplier may be required to obtain by any Law or Act in force at the time of the awarding of the contract to the Supplier. In case the Supplier is exempted from obtaining such Registration or approval or other order from the Labour Commissioner, it will be required to produce an Affidavit duly signed by the Principal Officer or the Authorized signatory on behalf of the Supplier that it is so exempted or not required to obtain any such Registration or approval or other order from the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Supplier under this contract.

5. No bid will be considered unless and until **all the pages / documents** comprising the Bid are properly signed and stamped by the person/s authorized to do so.
6. In the event of a bid being accepted, the quotations will be converted into a contract, which will be governed by the terms and conditions given in the bid document. The instructions to bidders shall also form part of the contract.
7. The terms and conditions of contract given (as given in **Section-IV**) along with the Instructions to Bidders (as given in **section III**) and the Scope of Work (as given in **Section-V**) should be signed and returned in the envelope marked as '**Technical Bid**', otherwise the tender will be rejected.
8. All above conditions will be enforced, unless written order of Purchaser is obtained relaxing any specific condition in any specific instance.
9. The Purchaser does not bind itself to accept the lowest tender.
10. Any change in the constitution or substantial ownership of the concern of the Supplier shall be notified forthwith by the Supplier in writing to the Purchaser and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the Supplier in respect of this contract unless he/they agree to abide by all the terms and conditions of the contract.
11. The Supplier acknowledges that he/she has made himself/herself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and works required under the contract executed and the terms, clauses and conditions, specifications and other details of the contract and the contractor. The Supplier shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to in the contract or with a view to evading any of his obligations under the contract.
12. In the event of the Supplier failing to fulfill or committing any breach of any of the terms and conditions of this contract; or if the Supplier or his agents or employees are guilty of fraud in respect of the contract or any other contract entered into by the Supplier or any of his partners or representatives thereof with the Purchaser; or if the Supplier or his agents or employees attempt to or direct or indulge in giving, promising or offering any bribes, gratuity, gift, loan perquisite, reward or advantages, pecuniary or otherwise, to any person in the employment of the Purchaser in any way relating to such officers or person or persons, office or employment; or if the Supplier or any of his partner become insolvent or applies for relief as insolvent debtor or commence any insolvency proceedings or makes any compromise with his/their creditors or attempts to do so; or if at any time during the pendency of the contract, it comes to the notice of the Purchaser, that the Supplier has misled it by giving false/incorrect information, then without prejudice to the Purchaser's right and remedies otherwise, the Purchaser, shall be entitled to terminate this contract forthwith, and encash the performance bank guarantee and to blacklist the Supplier. The cost all incidental charges or expenses, shall be recoverable from the Supplier on demand.

13. If any question, difference or objection, whatsoever, that may arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof, or the rights, duties or liabilities of either party, then, save in so far as the decision of any such matter as has been hereinbefore provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regard the rights and obligations of the parties as a result of such termination, shall be decided by the Purchaser and the decision shall be final and binding on the Supplier.

14. The Supplier will be responsible for the good conduct and high degree of discipline of all workers deployed by it and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Supplier or any of the workers / subcontractors / agents / any others deployed by the Supplier in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same. The Purchaser will not be liable for any loss or harm to any person within or outside the Office of the General Manager, Govt. Opium & Alkaloid Works, Neemuch from any act of omission or commission of any of the workers/subcontractors/agents/any others deployed by the Supplier in the course of providing any services stated in this contract.

15. The Purchaser shall not be liable for any compensation, claim or damages etc. due to any accident, injury or harm to any person deployed by the Supplier or death due to accident or otherwise, which may arise out of any circumstances related or unrelated with their duties at Office of the General Manager, GOAW, Neemuch. The Purchaser shall be indemnified by the Supplier for all such claims.

16. Without prejudice to the preceding term of contract, the Supplier will be liable to reimburse the Purchaser of any cost or legal liability / penalty / fine imposed on the Purchaser by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the Supplier or any of the workers / subcontractors / agents / any others deployed by the Supplier in the course of providing any services stated in this contract.

17. After the award of contract, the Supplier shall be on trial for two weeks, subject to fortnightly review of performance, and the continuance of the contract for the remaining period shall be subject to the satisfactory performance during the trial period.

18. The Supplier shall be solely responsible for compliance with all the statutory laws/rules/regulations such as those concerning PF, ESI, Labour laws, Minimum wages, any statutory duty or taxes etc. The Purchaser shall not be liable for any contravention/non-compliance on the part of the Supplier. Any contravention/non-compliance on the part of the Supplier would be construed as a sufficient ground for termination of the contract at the discretion of the Purchaser. Notwithstanding this, in the event of the Purchaser being imposed with any penalty/fine etc., by any agency/authority due to the non compliance / contravention on the part of the Supplier to any statutory laws/rules/regulations etc., the Purchaser reserves the right to recover such fine/penalty etc., from the Supplier by way of recovery from the bills raised by the Supplier or by any other means. The supplier / service provider will submit an undertaking about.

compliance to the various statutory provisions. The supplier shall be solely liable for any violations of provisions of the Labour Act or any other Act or regulation.

19. The Supplier shall ensure that all the persons employed are provided with appropriate official dress to maintain the official decorum.

20. The Supplier will ensure that no person deployed by it indulges in smoking, drinking alcohol, consumption of any other intoxicants, chewing paan, tobacco etc or unnecessarily loitering or unnecessary preoccupation with mobile phones in the premises without work. If any person deployed by the Supplier is found to be indulging in these activities, a penalty of Rs. 100/- per person per incident will be leviable by the Purchaser, which will be intimated by the Purchaser to the Supplier within 3 days of the incident, and deducted from the monthly payment of the Supplier.

21. The supplier shall only employ those persons who are approved by the Purchaser in writing or through email and shall not remove them without express approval of the purchaser in writing or by email. The Supplier shall promptly replace, after due approval of new person, any person deployed by it, who is found to be medically unfit, or not maintaining adequate personal hygiene, or whose behaviour is found to be not courteous or who is otherwise found to be unfit for working within the office premises or unfit for being deployed for these services by the Purchaser. In case the Supplier fails to remove or replace such person beyond three days after the request of the Purchaser to replace him, a penalty of Rs. 100/- per day per such person will be leviable by the Purchaser, which will be intimated by the Purchaser to the Supplier within 3 days of the incident, and deducted from the monthly payment of the Supplier. The Supplier shall not remove any person, once approved by the purchaser, without the approval of the purchaser in writing or by email.

22. Notwithstanding anything contained herein, the Office of General Manager, Govt. Opium & Alkaloid Works, Neemuch reserves the right to terminate the bid by giving 01(One) month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the bidder and will not be liable to any additional charges or compensation payable to the Supplier or any other person/s.

23. The Supplier may discontinue the contract at any point of time, by giving a notice at least 60 days before the intended date for discontinuation, but will forfeit its performance guarantee submitted by it in that case. In case of discontinuation without a notice or a notice less than 60 days prior to the intended date of discontinuation, the Purchaser will have the right to claim damages, and recover them from the payments due to the Supplier or by any other means, in addition of forfeiting the performance guarantee of the Supplier.

24. On the expiry of the contract, the supplier shall handover all the articles in good condition, which were entrusted to it. The Performance Bank Guarantee will be released by the Purchaser on the expiry of the contract only if the Purchaser is fully satisfied that all the articles have been handed over to the Purchaser and the equipment and property under the maintenance of the supplier have not been damaged. In case of any damage to the articles, equipment or property under the maintenance of the supplier, an amount equivalent to the damages will be intimated by the Purchaser and will have to be paid by the Supplier before the Performance Bank Guarantee is released. In case of delay of more than 15 days

in payments, the Purchaser may, at its discretion, recover the same amount out of the Performance Bank Guarantee furnished by the Supplier.

25. The supplier or any body else on his behalf shall not use the premises of the Office of General Manager, Govt. Opium & Alkaloid Works, Neemuch directly or indirectly for any other business or activities related thereto. Any items required to be moved outside the office's premises shall be permissible only after proper gate pass from the prescribed authority has been obtained. Any infringement of this condition will entail penal consequences including the termination of contract.

26. No other cost, charges, wages, dues and compensation whatsoever to the staff employee or other persons engaged by the supplier/ services provider shall be payable by the Office of General Manager, GOAW, Neemuch or claimed by the contractor from Office of General Manager, GOAW, Neemuch for the services required to be rendered by the supplier over and above the said contractual payments.

27. The supplier shall keep the Office of General Manager, GOAW, Neemuch, indemnified against all claims whatsoever in respect of the employees deployed by him at a various points. In case any employee of the supplier so deployed enters in dispute of any nature, whatsoever, it will be the prior responsibility of the supplier to contest the same. In case Office of General Manager, GOAW, Neemuch is made party and is supposed to contest the case, the Office General Manager, GOAW, Neemuch will be reimbursed for the actual expenses incurred towards counsel fee and other expenses which shall be paid in advance by the supplier to Office of General Manager, GOAW, Neemuch. Further the supplier shall ensure that no financial or any liability comes on Office of General Manager, GOAW, Neemuch in this respect, of any nature whatsoever and shall keep Office of General Manager, GOAW, Neemuch indemnified in this respect.

28. The Supplier shall be solely responsible for payment of wages / salaries, other benefits and allowances to his personnel that might become applicable under any Act, or Order of the Govt. The Office of General Manager, GOAW, Neemuch, shall have no liability whatsoever in this regard and the bidder shall indemnify this Office of General Manager, GOAW, Neemuch, against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.

29. The supplier shall further keep Office of the General Manager, GOAW, Neemuch, indemnified against any loss to the office property and assets, i.e movable and immovable, owned or rented.

30. The Office of General Manager, GOAW, Neemuch shall have further right to adjust and / or deduct any of the amounts as aforesaid from the payment to be made to the supplier under this contract for providing services as specified.

31. The supplier shall furnish an indemnity bond from the General Insurance Corporation at its own cost to indemnify Office of General Manager, GOAW, Neemuch against any claim arising out of or connected with this agreement.

32. Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948, shall be taken by the Supplier. The Supplier shall arrange necessary insurance cover for all persons deployed by him for short duration. The Office of General Manager, GOAW, Neemuch, shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on this Office of General Manager, GOAW, Neemuch, the same shall be reimbursed / indemnified by the bidder.

33. The supplier shall in no case lease/transfer/sublet or appoint care taker for services.

34. The supplier shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff. Any loss due to any of above reasons shall be compensated by him in full.

35. It is made clear that the engagement of the service provider does not in any way confer any right to the supplier or the persons that may be deployed by him in this office, for claiming any regular or part time employment in this office or any other Govt. Office.

36. Any items required to be moved outside from the office's premises shall be permissible only after proper gate pass has been obtained from the prescribed authority. Any infringement of this condition will entail penal consequences including the termination of bid.

38. The duty hours of housekeeping staff would be decided by the Office of the General Manager, GOAW, Neemuch.

37. That any liability such as GST, EPF, ESI, all the statutory minimum wages / allowances / dues / contributions / taxes etc. shall be borne by the supplier and shall be deposited by the service provider with respective authorities and consequential benefit shall be given to the employees under contract during the contract period.

38. ARBITRATION

(i) In the event of any question, dispute / differences arising under this agreement or in connection with (except as to matters the decision of which specially provided under this agreement) the same shall be referred to the sole arbitrator as approved by the General Manager, Govt. Opium & Alkaloid Works, Neemuch.

(ii) The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or unable to act for any reason, whatsoever, the General Manager, GOAW, Neemuch shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from stage at which it was left by the predecessor.

(iii) The expression General Manager shall mean and include acting / officiating General Manager, Govt. Opium & Alkaloid Works, Neemuch.

(iv) The arbitrator may from time to time, with the consent of all parties enlarge the time for making (a publishing) the award.

(v) The arbitrator may give interim awards and / or directions, as may be required.

B. OTHER TERMS AND CONDITIONS FOR THE BASIC SERVICES / WORK:

All the services and any other work of similar type as may be entrusted to the supplier from time to time by this office (Office of the General Manager, GOAW, Neemuch) are to be rendered without, causing any hindrance or disturbance to the office staff working before and after normal working hours and shall be carried out effectively.

1. For providing satisfactory services as above under the contract, the supplier shall deploy who are medically fit.

2. The supplier's representative will personally supervise the work and will attend the complaints / suggestions recorded in the **register maintained in the office** on daily basis. After attending to the complaints the supplier will get the register countersigned in satisfaction of the complaint within 24 hours of the complaint being recorded in the register.

3. The supplier will present the bill on monthly basis, which will be duly verified and certified by the Office of General Manager, GOAW, Neemuch that the services rendered during the preceding month was satisfactory. In case the services are not fully satisfactory the Office of General Manager, GOAW, Neemuch will make suitable deduction from the bill based on complaints not attended at the rate of Rs 100/- per complaint not attended within stipulated time.

4. The supplier will be paid the contracted amount per month for the above service and except the above amount, this institute will not pay anything.

5. The supplier / service provider shall communicate the names, parentage, age, residential addresses etc. of the persons deployed at the office, with supporting documents i.e. proof of ID & Residential Address. They will be provided gate pass and identity cards by the supplier.

6. The supplier shall maintain proper records of the attendance of the staff engaged by him for rendering services which shall be produced daily before the officer in charge for verification. **No minor labour shall be engaged by the supplier / service provider.**

7. The Manager, Office of the General Manager, GOAW, Neemuch, or any person authorized by the General Manager, GOAW, Neemuch shall be at liberty to carry out surprise checks on the persons so deployed by the supplier in order to ensure that the required number of persons is deployed and they are doing their duties as per the contract.

8. The supplier / service provider shall ensure that the persons so deployed do not take away any property of the Office of the General Manager, GOAW, Neemuch and if there is any loss to the institute on account of dishonesty, connivance of the persons engaged by the contractor and / or due to any other cause, the contractor shall make good on demand the loss to the office. Office of the General Manager, GOAW, Neemuch will make suitable arrangements to ensure compliance in this regard.

9. The persons deployed by the supplier for the work / service as specified above shall be the employees of the supplier / service provider for all intents and

purpose and in no case shall a relationship of employer and employee between the said persons and this office shall accrue implicitly or explicitly.

10. The person so deployed shall remain under the control of the supplier who alone shall be liable for payment of their minimum wages and other dues and entitlements as prescribed under various Labour Laws and regulations and Notifications and other statutory provisions.

11. The supplier / service provider shall ensure that all employees get minimum wages and other benefits as are admissible under various Labour Laws like Minimum Wages act 1948 etc. The supplier shall provide full information to Office of the General Manager, GOAW, Neemuch, in respect of the wages etc. paid to its employees so deployed in conformity with the provisions of contract labour (Regulations and Abolition) Act, 1970 or any other law in force for the time being.

12. The supplier shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely under the minimum wages Act, Bonus Act, Maternity Benefits Act, Shops and Establishment Act etc. and applicable from time to time.

13. The supplier shall conform to the provisions of Central / State Act or the Regulations on the subject as well as terms and conditions of the agreement which, subject to award of contract, may be made mandatory.

14. The supplier shall be permitted to consume water and electricity for rendering the service contract.

15. The rate should be as per Dy. Chief Labour Commissioner (Central), Jabalpur prevailing as on date along with percentage of EPF, Insurance, Profit margin, GST as already indicated in enclosed format. The contract may be split and may be made with two or more service providers if need be.

16. It would be sole responsibility of the service provider to ensure the compliance of various rules viz Provident Fund, ESIC, Labour Welfare, GST, Minimum Wages Act, 1948 and Safety as per Factory Act etc.

SECTION- V

SCOPE OF WORK

Specification of services to be rendered

1. The scope of work to be entrusted and undertaken consists work of “loading and unloading and misc works etc” for which Contract Paid Workers (Unskilled)/(Skilled) are required at the Office of General Manager, Govt. Opium & Alkaloid Works, Neemuch (M.P.).
 2. They will be required to work during the office timings i.e. from 09:30 Hrs to 18:00 Hrs, for six days a week i.e. from Monday to Saturday.(or as ordered by the Manager).
-

SECTION-VI
TENDER FORM
(Technical Bid)

(On the letter head of the organization/ concern submitting the bid)

To

The General Manager
Govt. Opium & Alkaloid Works
Neemuch - 458441 (M.P.)

Ref.: Tender No.

Dated

Sir,

1. I/We hereby undertake to supply the services as specified in Section III to V of the Bid/tender document and agree to hold this offer open for a period of 90 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

2. I/we have understood the Instructions to Bidders and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and am/are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements, and abide by the all the terms and conditions mentioned in the Bid Document.

3. A crossed Bank Draft No. - _____ Dated _____ in favour of the **ACAO, Office of General Manager, Govt. Opium & Alkaloid Works, Neemuch - 458441** for **Rs.38,000/- (Rs. Thirty Eight Thousand only)** as Earnest Money Deposit is enclosed. The Draft is drawn on _____ Bank payable at Neemuch.

4. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid documents is the sole proprietor/constituted attorney of the sole proprietor.

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document).

5. Self certified that the bidder has the experience of more than _____ years in providing Man Power and related services. Certified copies of at least one work-order pertaining to each of the last two years are enclosed with this bid.

6. Certified that the bidder has a turn-over of over Rs. _____ in this line of business in each of the last two years. Self certified copies of the annual statements of accounts including the Profit & Loss Account and the Balance-sheet are enclosed with this bid.

7. A detailed profile of the organisation as filled in as prescribed in the Annexure -1 of the bid document is enclosed with this bid. Other details required to be submitted with this bid as per the bid document are also enclosed as follows:

(a) Full particulars of organizations where the bidder has supplied such services in the current and two preceding financial years. (Self-attested copies of the relevant work orders to be enclosed)

(b) Self certified copy of the audited balance sheet, Profit and Loss Account of the bidder for the previous three financial years.

(c) Self certified Photo copy of PAN card.

(d) Self certified copy of Sales Tax Registration Certificate / GST Registration Certificate, if any.

(e) Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount.

(f) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).

(g) Details of support facilities to execute the order.

(h) Information regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved.

8. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding Order between us.

Yours faithfully,

(Signature of Bidder)

(alongwith Name & Designation)

Dated this _____ day of _____ of 2019

Address _____

Telephone: _____

Mobile _____

FAX _____

E-mail _____

Company Seal

SECTION-VII
TENDER FORM
(Financial Bid)

(On the letter head of the concern submitting the bid document)

To

The General Manager
Govt. Opium & Alkaloid Works
Neemuch - 458441 (M.P.)

Ref.: Tender No.

Dated-

Sir,

1. Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the Financial Bid for supply of services as per the invitation for this and in conformity with the said bidding document at the prices and rates mentioned in the enclosed offer.

The Price quoted by us for the services detailed in Section V, of the bid document is as below:

Rates should be quoted in following format:-

(A) Rates for Contract Paid Workers (Unskilled):-

S.No.	Charges for	Per day per man rate for 8 hrs. Rs.
1	Basic rates approved by Dy. Chief Labour Commissioner (Central), Jabalpur	373
2	Other charges applicable	51
	(I) E.P.F. @13.61%	
	(II) E.S.I.C./Insurance @ 4.75%	18
3	Profit margin (Percent of Basic rates should be given) (% of 373/-)
4	Total
5	GST (As applicable) (@18% of Total)
6	Grand Total (Per day, per man, rate)	

(B) Rates for Contract Paid Workers (Skilled):-

S.No.	Charges for	Per day per man rate for 8 hrs. Rs.
1	Basic rates approved by Dy. Chief Labour Commissioner (Central), Jabalpur	527
2	Other charges applicable	72
	(I) E.P.F. @13.61%	
	(II) E.S.I.C./Insurance @ 4.75%	25
3	Profit margin (Percent of Basic rates should be given) (% of 527/-)
4	Total
5	GST (As applicable) (@18% of Total)
6	Grand Total (Per day, per man, rate)	

#The rate should be as per Dy. Chief Labour Commissioner (Central), Jabalpur prevailing as on date.

Signature of Contractor With seal & Address

2. We do hereby undertake that, in the event of acceptance of our bid, the supply of services shall be made as stipulated in the tender document and that we shall perform all the incidental services.

3. The price quoted is the final net price of all the services to be provided by us, inclusive of any incidental services that may need to be provided. We enclose herewith the complete Financial Bid as required by you. This includes:

(a) Price schedule as per Section-V of Bid document. The word 'No Quotation' is written across any or all of the items in the schedule for which a bidder does not wish to tender.

(b) Statement of deviation from financial terms and conditions.

4. We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

5. We have carefully read and understood the terms and conditions of bid document and its implications. We do hereby undertake to supply all the specified items of service.

6 Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor.

Or

A partnership firm and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the bid document is the constituted attorney.
(NOTE: Delete whatever is not applicable. All corrections /deletions should invariable be duly attested by the person authorized to sign the bid document.)

7. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully,

Signature of the Bidder
(alongwith Name & Designation).

Dated this _____ day of _____ of 2019

Address _____

Telephone: _____

FAX _____

Email _____

Company seal

ANNEXURE - I
PROFILE OF ORGANIZATION

1. Name of the organization and individuals (In case of Proprietorship who promoted the organization. his/her full name should be mentioned here)
2. Status of the organization : Proprietor / Partnership / Private/ (Support with documents) Ltd. Co./Govt. / Others (Specify).
-

3. Postal Address :
4. Telephone/ Mobile No. :
5. Fax :
6. E-mail :
7. Web site :
8. Year of Establishment :
9. Activities/Services Offered :
10. PAN Allotted by IT Deptt. :
11. Registration number with
i) E P F
ii) GST
iii) Labour Department/ESIC/
Sales Tax Reg. no. or any other
Registration with statutory authority.
12. Returned Income for preceding
three Financial Years : FY _____
FY _____
FY _____

13. Name of the Head of the
Organization/Managing Director
Date:

Place

Name & Signature of the Authorized
Signatory and his/her status in the
organization with official seal.

ANNEXURE - II

FORM FOR PERFORMANCE GUARANTEE

To

The President of India

WHEREAS
(name and address of the Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of contract no. dated to supply (description of services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you 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 Supplier, up to a total of
..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) 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 theday of....., 20.....

.....
(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

(Bank's common seal)

Annexure - III
UNDERTAKING

I/We have read and understood all the terms and conditions in all sections of the bid document. I/we hereby quote for supply of the house keeping services specified in the Section-III of the bid document as set forth in the terms and conditions of the contract which will be binding upon me/us in the event of the acceptance of my/our tender.

I/We herewith enclose deposit for a sum of **Rs. 38,000/- (Rs. Thirty Eight Thousand only) as Earnest Money** and should I/we fail to execute an agreement embodying the said conditions and deposit Performance Guarantee in the Performa given in this bid document within 10 days of the acceptance of my/our tender, I/we hereby agree that the above sum of earnest money shall be forfeited by the Purchaser.

Read and accepted.

Signature and stamp of the Bidder
or Authorized signatory

Date:
Place:

IN WITNESS THEREOF the parties have here-into set their hands on the dates indicated below:-

1. (In the case of a Proprietorship Concern or Partnership Firm)
Signed By The Above Named /Proprietorship /Firm Of _____
Through _____/Proprietor/partner of the firm.

Signature
(Name & Address)

2. (In the case of a company)
The seal of the _____ Company, Limited, was affixed
by the virtue of the resolution of the Board
No. _____ Dated _____ the _____ Day of
_____ 20____.

Secretary's Signature _____
(i) Date _____

(in either case) in the presence of
1. Signature: _____
Address: _____
Description: _____
2. Signature: _____
Address: _____
Description: _____

Signed by _____
Signature by _____
(ON behalf of General Manager)
(The Purchaser)