

TENDER NO. : BIRAC/HR&A/007/2014/Enq.Cont.Services

TENDER DOCUMENT
FOR
CONTRACTUAL SERVICES AT BIRAC OFFICE

Biotechnology Industry Research Assistance Company (BIRAC), a Government of India Enterprise has decided to take the services and support of an eligible entity in the process of Contractual Human Resource services.

The services will be mainly for office assistance, pantry services, messenger services etc. BIRAC has identified certain concerns as likely and potential sources of such services through informal enquiries conducted with Government organizations located in the National Capital Region. Accordingly, BIRAC has extended the limited Bid enquiry.

<u>S.No</u>	<u>Annexure No.& Name</u>	<u>Particulars</u>
1.	<u>Annexure-I: Terms and Conditions</u>	A. <u>Essential Eligibility Criteria (EEC)</u> B. <u>Instruction to Bidders</u> C. <u>Evaluation Criteria</u>
2.	<u>Annexure-II: Scope of Work (SOW)</u>	A. <u>Scope of Work</u> B. <u>Specific Conditions</u>
3.	<u>Annexure-III: Formats</u>	A. <u>Cover Letter</u> B. <u>Technical Bid</u> C. <u>Price Bid</u> D. <u>Power of Attorney</u> E. <u>Performance Guarantee</u>
4.	<u>Annexure-IV: Contract</u>	<u>Service and Confidentiality Contract</u>

TERMS and CONDITIONS

A. Essential Eligibility Criteria (EEC)

- (i) Bidder should submit a duly certified copy from CA that its average annual gross turnover during the last three years ending 31st March of the previous financial year should be at least Rs. 5 (Five) Crore.
- (ii) Bidder should have experience of at least 5 (five) years in providing similar kind of services duly supported by relevant documents.
- (iii) Experience of having successfully completed minimum of three similar contracts for Government organisations or PSUs during last five years ending last day of month previous to the one in which bids are invited.

Similar Kind of Services includes providing job and services related to office activities, security services or Housekeeping services etc. Documentary proof must be submitted in support of the experience by way of purchase order/work order/contract document along with completion certificate from the organization to whom such services have been rendered, if work is completed.

- (iv) The bidder must have registration with Provident Fund and ESI. Copy of valid registration certificate with provident fund and ESI should be submitted. Contractor should confirm that it possesses independent PF Code number allotted by the Regional Provident Commissioner, to extend coverage to his labour deployed under the contract.

B. INSTRUCTIONS TO BIDDERS

1. COST OF BIDDING

The bidder shall be solely liable to bear all costs and expenses associated with the preparation and submission of its bid, and BIRAC will in no case be held responsible or liable for payment of any costs associated with the preparation or submission of the said bids irrespective of the outcome of the bidding process and also in case the entire bidding process or part thereof is nullified/ cancelled due to any reason whatsoever.

2. AMENDMENT OF BID DOCUMENT

- i. At any time prior to the deadline for submission of bids, BIRAC may at its own discretion and for any reason whatsoever whether at its own initiative or in response to a clarification requested by a bidder modify the Bid Documents by notifying any such amendment as may be drafted / incorporated to the original bid documents.
- ii. The amendment/addendum shall be notified to you and posted on the BIRAC website and the bidders are instructed to visit the website regularly.

- iii. In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the BIRAC may at its discretion, extend the deadline for the submission of Bids and any such extension will be conveyed to all the bidders.

3. LANGUAGE OF BID

The bid prepared by the bidder and all correspondence and documents exchanged between the bidder and BIRAC relating to the Bid submitted shall be in English language. However, printed literature furnished by the bidder may be in any other language so long as it is accompanied by true certified English translation of all its contents. In such a case for the purposes of the interpretation of bid, English translation shall prevail.

4. DOCUMENTS COMPRISING THE BID

The bid should be prepared and submitted under the single stage two-bid system. The bid should comprise of “Technical Bid” and “Price Bid” separately.

- a. The Bid shall have the Cover Letter as provided for along with the INDEX of the other documents submitted as part of the BID clearly paginated.

- b. The “Technical Bid” should comprise the following components:

- (i) All documentary evidences establishing the eligibility of the bidder to bid as per the EEC and its qualification to perform the contract, if its bid is accepted.
- (ii) All exceptions the bidder wishes to take to any of the conditions specified in the general and special conditions contained in any of the bid documents other than those contained in the Bid Evaluation Criteria (BEC). Any requests for deviation from BEC will not be entertained by BIRAC.
- (iii) Information / documents should be provided as per the Technical Bid Format.
- (iv) The Power of Attorney should be submitted in the prescribed format.

- c. The Price bid in the prescribed format at Annexure-III to be furnished in a separate sealed envelope. BIRAC will evaluate the technical bid first. Price bids of only the technically qualified bidders will be opened and evaluated subsequently.

5. BID PRICES

- i. Prices quoted by the successful bidder shall be constant for the proposed period of the contract. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected.
- ii. Corporate and personnel taxes payable by Contractor in respect of the contract, if any shall be the liability of Contractor and BIRAC shall not be held responsible on this account.
- iii. The quoted price shall include all the applicable taxes and Income Tax, levies, duties etc. shall be borne by the Contractor, (except Service Tax which will be paid extra by BIRAC as applicable).

6. PERIOD OF VALIDITY OF BIDS

- i. Bids shall remain valid for **60 days** after the bid closing date. A bid valid for a shorter period will be considered as non-responsive and be liable to be rejected by the BIRAC.
- ii. In exceptional circumstances, BIRAC may solicit the bidder's consent to an extension of the period of validity. In case of agreement to the request, the EMD provided as per above-mentioned para shall also to be suitably extended. The bidder will not be permitted to modify its bid within the extended validity period.

7. FORMAT AND SIGNING OF BID

- i. The bidder shall prepare technical as well as price bid in separate envelopes clearly marking each as the "Technical Bid" and the "Price Bid".
- ii. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney / board resolution / agency agreement etc. accompanying the bid. The person or persons signing the bid documents shall initial all pages of the bid, except for un-amended printed literature.

8. BID Submission and Opening

- i. Bid should be delivered at the following address so as to reach not later than 1400 hrs of the closing date of the Bid i.e. 31st of March 2014:

Senior Manager-HR & Admin
Biotechnology Industry Research Assistance Council
A-254, Veera Tower, BhishamPitamah Marg,
Defence Colony, New Delhi – 110024
- ii. BIRAC will open the Technical Bids first in the presence of Bidders, or their authorized representative, who choose to attend at the date, time and place mentioned in the forwarding letter. However, the Bidder's representative must produce an authorization letter from the Bidder at the time of opening of Bids unless a Power of Attorney (PoA) has been submitted already.
- iii. The Price Bids of those Bidders, whose Technical Bids are found to be acceptable, will be opened on a fixed date, time & venue, which shall be communicated to the technically acceptable Bidders.

9. BIRAC'S RIGHT TO ACCEPT OR REJECT BID

The BIRAC reserves the absolute right to accept or reject any or all Bids, at any time, prior to the award of Contract, without assigning any reason.

10. PERFORMANCE BANK GUARANTEE

- i. The contractor shall furnish an irrevocable Performance Bank Guarantee (BG) drawn on any scheduled bank for 7.5% of annualized contract value as per the format provided in **Annexure-III** along with the acceptance of the Letter of award (LoA). The proceeds of the Performance Bank Guarantee shall be payable to BIRAC

as compensation for Contractor's failure to perform and complete its obligations under the contract.

- ii. In the event the contractor fails to honour any of the commitments entered into under the contract and / or in respect of any amount due from the contractor to the BIRAC, the BIRAC shall have the right to invoke the Performance Bank Guarantee and claim the amount from the Bank.
- iii. The Performance Bank Guarantee shall be valid till the completion of 60 days after the initial duration of the contract with the provision for extension by an additional month in order to enable the BIRAC to make claims if any.
- iv. The Performance Bank Guarantee will be duly discharged by the BIRAC after successful completion of Contractor's obligations under the contract, including completion of any/ all obligations under the contract to the satisfaction of the BIRAC and/or person/agency appointed by it for the said purpose.

C. Evaluation Criteria

I. Technical Bid

- a) Manpower strength - Maximum 25 Marks.
- b) Experience in similar nature of work during last ten years - Maximum 25 Marks.
- c) Performance on works as evinced by appreciation certificate or absence of dispute - Maximum 25 marks.
- d) Personnel and Establishment Compliance under applicable laws - Maximum 25 Marks.

Total 100 marks

After opening the Technical Bid, technical evaluation shall be done with respect to the parameters a, b, c and d and those bidder scoring 60% of the score shall be considered for opening the Price Bid.

II. Price Bid

The lowest bidder among the technically qualified bidders shall be considered for awarding of the contract. In case of a tie among the technically qualified bidders, the bidder scoring higher marks in technical evaluation will be considered for award of work.

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

A. SCOPE OF WORK (SOW):

- 1. Brief description of Services:** The contractor shall provide qualified & suitable working hands for various jobs / services as provided hereunder

List of Jobs required under semi-skilled and unskilled category.

Sl. No.	Type of Services	Likely No. of Persons required.
1.	Peon and messenger Services	3
2.	Pantry Services	3
Total		

List of Jobs required under skilled category

Sl. No.	Type of Services	Likely No. of Persons required.
1	Data Entry Services	Need based
2	Office Assistance services	Need based
Total		

The scope of services will include the following

Pantry Services: Operate the tea/coffee vending machines, Serve tea/coffee/water to the employees and the visitors and during meetings, clear the workstations and the tables of the used mugs/cups/glasses etc. and wash them immediately, dry the crockery at the end of the day and keep it in the pre-designated places, maintain high level of hygiene in the pantry and the cafeteria etc.

Peon and Messenger Services: Mail Handling and Courier Services, distribution of mails/files to respective officers, dispatch of mail by post / courier service or file dispatch by hand, cleaning of work stations, cabins and other office space, handling printer, fax, binder, photocopier etc.,

Data Entry Services: Handles Office Automation services, documentation and filing of documents and retrieval of the documents as and when required, documents inward and outward mails, maintaining files, databases and recordkeeping systems; enters, edits, and retrieves data; processes forms such as expenditure claims, employee time sheets, deposit forms, courier/file distribution logs, reports and purchase requisitions and online schemes; maintains confidential files and other related task for department needs.

Office Assistance services: Making photocopies, sending faxes, shredding documents, serving as the receptionist (answering and directing incoming calls and greeting, directing, and assisting visitors), stocking, and distributing office supplies, organizing and maintaining paper and electronic files, scheduling meetings and appointments, maintaining general office tidiness, providing administrative support and running errands and performing miscellaneous job-related duties as assigned.

2. The quantum of job requirement may vary and accordingly contractor may be called upon to increase / decrease the working hands by giving 15 days' notice. The above mentioned services should be provided as and when required by BIRAC during the period of contract.
3. Minimum Educational Qualification:
 - Pantry Services-Grade 8th or equivalent
 - Peon and Messenger Services-Matric or equivalent
 - Data Entry Services-Graduation or equivalent
 - Office Assistance services-Graduation or equivalent

B. SPECIFIC CONDITIONS

1. Contractor responsibilities:
 - i. The contractor will ensure to comply with legal provisions related to this Contract. The contractor shall obtain all requisite license and approval at his cost from the appropriate authority for executing this contract work and submit copy of such license and approval to BIRAC.
 - ii. The work force deployed by the contractor will exclusively be on contractor's pay roll.
 - iii. The contractor will be exclusively responsible for the proper behavior of the work force provided by the contractor. The contractor will also be bound to prohibit and prevent the work force from taking part in any direct or indirect association with a person or persons engaged in any antisocial activities, demonstrations, riots of agitation, which may in any way be detrimental or prejudicial to the occupants of land / properties in the neighborhood. Therefore, the contractor have to keep the BIRAC and its employees etc., harmless and indemnified from any consequential claims, actions, suits, proceedings, losses or damages on any ground whatsoever.
 - iv. The Contractor shall be responsible to pay on account of ESI, PF and any other statutory payment as applicable from time to time to the employees engaged by him for such services. The Contractor shall on demand by BIRAC submit documentary evidence to this effect.
 - v. The contractor alone shall take disciplinary action against any worker/staff engaged by him.
 - vi. Contractor has to provide Online PF A/c No of each contractual employee for online viewing of PF Account.
 - vii. ESI Smart Card to be issued to individual employee within one month of signing of the contract.
 - viii. Copy of Quarterly/Monthly report for PF, ESI or any other statutory authority compliances must be submitted regularly to BIRAC.
 - ix. Valid Labour- License must be submitted to BIRAC within one month of signing of the contract.
 - x. The Contractor shall ensure zAnnual compliance to disbursement of Bonus as **per the prevailing guidelines and submit true copies along with the bill**
 - xi. Contractor will ensure that the payment is made by 5th day of every month for the previous month to all categories of working hands. BIRAC will make payment against that invoice within 15 days of receipt.
 - xii. The Contract hereby undertake to indemnify the BIRAC against all claims which may arise under the noted acts:

- a. The Shops and Establishment Act.
- b. The Workman's compensation Act.
- c. The payment of Wages Act.
- d. The Contract labour (Regulation and Abolition) Act. 1970 and the rules framed thereunder.
- e. Family Pension Scheme.
- f. Inter-state Migrant Workmen (Regulation of employment and condition of Service) Act, 1979.
- g. Any other Statutory Act/Law/Regulation made applicable during the pendency of the contract.

xiii. Contractor shall submit any other documentary evidence as & when called by the BIRAC in connection with this Contract

2. Service requirements:

- i. In case of misconduct etc., and report against any of the contractual staff, the contractor shall immediately replace the erring worker by deploying another personnel on same terms & conditions. Such personnel will not be deployed in BIRAC again without written consent of the authorized officer or officer-in-charge.
- ii. In case of any lapse on the part of the contractor or on part of the work force deployed by contractor, the contractor will be held exclusively and directly responsible. The total working hours for each Contractual staff will be 9 hours a day. In case services are required for more than 9 hours proportionate over time shall be paid to them by the contractor and same shall be reimbursed by BIRAC.
- iii. The contractor will be held solely responsible for any kind of loss/damages done to fittings, fixtures and equipment etc. of BIRAC by any contractual worker so deployed, and contractor shall make good the loss/damage, either by replacement or by adequate compensation to BIRAC.
- iv. The contractor shall be responsible to sign all leave applications and certificates for the persons deployed and the Contractor shall maintain attendance register of the persons deployed .
- v. Delhi NCR- Office locations will be specified by BIRAC at the time of deployment.
- vi. Any kind of taxes, levies including Service Tax imposed by the appropriate Govt., shall be payable by the contractor.
- vii. Income tax, if any, as per provisions of the income tax Act 1961 and as amended from time to time, shall be on Contractor's account and shall be deducted from Contractor's monthly bill.

3. BIRAC'S RESPONSIBILITY

- i. The liability of BIRAC will be limited only to the payment of amount for providing the required services.
- ii. BIRAC will not retain any control for direct supervision of the contracted services.

4. DURATION OF THE CONTRACT

The duration of the Contract is initially for two years from date of Letter of award extendable thereafter for one more year on mutually agreed terms and conditions.

3. PENALTY

Contractor has to make payment to contractual worker by 5th day of the month or within 3 days of receipt of attendance whichever is later.

- i) In case contractor fails to make payment as above, deduction of 1% of service charge of that month shall be made.
- ii) In case contractor does not give replacement for persons or replace person whom BIRAC has asked, the deduction of upto 3% of service charge for the month can be made.
- iii) Liquidated Damages @ 2.5% of Bill value is the agreed rate for non-compliance and non-submission of PF Challans or ESI Smart Card and related payments for statutory compliances.
- iv)

4. WITHHOLDING OF PAYMENT

In order to protect BIRAC, it may withhold the whole or any part of the amount due to contractor on account of evidence subsequently discovered in respect of following:

- i. For non-completion of contracted work to BIRAC's satisfaction.
- ii. Contractor's indebtedness arising out of execution of the Contract.
- iii. All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- iv. Any failure by the Contractor to fully reimburse BIRAC under of indemnification provisions of this Contract. If, during the process of the Contractor shall allow any indebtedness to accrue of which BIRAC may be primarily or contingently liable or ultimately responsible and contractor shall, within five days after demand is made by the BIRAC, fail to pay and discharge such indebtedness, then BIRAC may during the period for which indebtedness shall remain unpaid, withhold from the amounts due to Contractor's a sum equal to the amount such unpaid indebtedness. When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withheld.
- v. Garnishee order issued by a Court of Law in India.
- vi. Income-tax deductible at source according to law prevalent from time to time in the country.
- vii. Any obligation of Contractor which by any law prevalent from time to time to be discharged by the BIRAC in the event of Contractor's failure to adhere to such laws.

