



सं. राजस्वाअसं/जवप/भंडार/सीएएमएससी- जनशक्ति /2020

दिनांक : 09 OCT 2020

निविदा आमंत्रण सूचना

निदेशक, आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान, जबलपुर (आईसीएमआर-एनआईआरटीएच) निम्नलिखित निबंधनों एवं शर्तों के अधीन निविदा देने की तारीख से एक (1) वर्ष की अवधि के लिए दिए गए विवरणानुसार (संलग्नक-ए) संस्थान के लिए जनशक्ति (कुशल एवं अकुशल) प्रदाय करने के लिए प्रतिष्ठित एवं अनुभवी एजेंसियों/फर्मों/कंपनियों से दोहरी बोली पद्धति (तकनीकी बोली एवं वित्तीय/कीमत बोली) में मोहरबंद निविदाएं आमंत्रित करते हैं :-

महत्वपूर्ण विवरण

1.	निविदा सं.	राजस्वाअसं/जवप/भंडार/ - जनशक्ति /2020/4
2.	निविदा दस्तावेज शुल्क	निरंक
3.	निविदा की अवधि	निविदा देने की तारीख से एक वर्ष
4.	बोली प्रस्तुति प्रारंभ की तारीख एवं समय	12 अक्टूबर, 2020 (सोमवार) पूर्वान्ह 10.00 बजे
5.	बोली प्रस्तुति समाप्ति की तारीख एवं समय	17 नवंबर, 2020 (मंगलवार) पूर्वान्ह 11.00 बजे
6.	तकनीकी बोली खोलने की तारीख	17 नवंबर, 2020 (मंगलवार) अपरान्ह 02.00 बजे
7.	तकनीकी रूप से अर्हताप्राप्त बोली लगाने वालों के लिए वित्तीय बोलियां खोलने की तारीख	बाद में सूचित की जाएगी
8.	ई.एम.डी. राशि	रु. 50,000/- (केवल पचास हजार रुपए मात्र)
9.	प्रदाय/सेवा का स्थान	आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान, नागपुर रोड, पो.ऑ. गढ़ा, जबलपुर (म.प्र.)-482003
10.	निविदा दस्तावेज के पृष्ठों की कुल संख्या	25
11.	निविदा दस्तावेज डाउनलोड करने के लिए वेबसाइट पता	https://www.nirth.res.in/ CPP epublish पोर्टल
12.	निविदा दस्तावेज प्रस्तुत करने के लिए पता व स्थान	कमरा नं. 118 में रखा गया निविदा बॉक्स, अनुभाग अधिकारी (भंडार), आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान, नागपुर रोड, पो.ऑ. गढ़ा, जबलपुर-482003
13.	निविदा किस प्रकार प्रस्तुत करें	स्पीड पोस्ट/पंजीकृत डाक/कुरियर/हाथों-हाथ देकर

- निदेशक, आईसीएमआर-एनआईआरटीएच को बिना कोई कारण बताए कोई भी अथवा सभी निविदाएं स्वीकार/रद्द करने का अधिकार सुरक्षित है।
- निदेशक, आईसीएमआर-एनआईआरटीएचको किसी भी अवस्था में बिना कोई कारण बताए निविदा को निरस्त करने का अधिकार सुरक्षित है।
- संपूर्ण निविदा प्रक्रिया में अनुशेष/लोप/शुद्धिपत्र/निरस्तीकरण और निविदा देने से संबंधित सूचनाएं केवल संस्थागत वेबसाइट (<https://www.nirth.res.in>) में ही प्रकाशित की जाएंगी। आगे कोई और सूचना समाचार-पत्रों अथवा किसी अन्य वेब पोर्टल पर प्रकाशित नहीं की जाएगी।
- यदि इस दस्तावेज के निबंधनों एवं शर्तों का उल्लंघन पाया जाता है या निविदा दस्तावेज में दी गई कोई जानकारी प्रथम दृष्टया मिथ्या/गलत होना पाई जाती है तो निदेशक, आईसीएमआर-एनआईआरटीएचको यह निविदा वापस लेने/निरस्त करने का अधिकार सुरक्षित है।
- बोली लगाने वालों से अनुरोध है कि कृपया निविदा दस्तावेज के अनुसार अनुदेशों का सावधानीपूर्वक पालन करें।

वरिष्ठ प्रशासनिक अधिकारी



Ref: NIRTH/JBP/Stores/Manpower/2020

Date:-

09 OCT 2020

NOTICE INVITING TENDER

The Director, ICMR-National Institute of Research in Tribal Health, Jabalpur (ICMR-NIRTH) invites sealed tenders in **Double Bid System (Technical Bid and Financial/Price Bid)** from the reputed and experienced agencies/firms/companies for providing manpower (skilled and unskilled) services for Institute as per details (**Annexure — A**) for a period of one (1) year from the date of award of contract under the following terms and conditions.

CRITICAL DETAILS

1.	Tender No.	NIRTH/JBP/Stores/ Manpower/2020/4
2.	Tender document fee	NIL
3.	Duration of Contract	One year from the date of award of the contract.
4.	Bid submission start date and time	12 October, 2020 (Monday) at 10.00 AM
5.	Bid submission end date and time	17 November 2020 (Tuesday) at 11:00 AM
6.	Date of Opening of Technical Bids	17 November 2020 (Tuesday) at 02.00 PM
7.	Date of opening of financial bids for technically qualified bidders	To be notified later
8.	EMD Amount	Rs. 50,000 /- (Rupees Fifty thousand only)
9.	Service Location	ICMR-National Institute of Research in Tribal Health, Nagpur Road, P.O.-Garha, Jabalpur (M.P.)-482003
10.	Total Number of pages of Tender Document	25
11.	Website Address for downloading tender document	https://www.nirth.res.in/ CPP epublish Portal
12.	Address and Venue for the submission of Tender document	Tender Box kept at Room No. 118, Section Officer (Stores), ICMR-National Institute of Research in Tribal Health, Nagpur Road, P.O. Garha, Jabalpur – 482003.
13.	Mode of submission of Tender	By Speed Post/Registered Post/ Courier/by hand

Notes:-

1. The Director, ICMR-NIRTH reserves the right to accept/reject any or all the Tenders without assigning any reason.
2. The Director, ICMR-NIRTH reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
3. Notifications related to addendum/deletion/corrigendum/cancellation of the entire tender process and award of contract will only be published on the Institutional website (https://www.nirth.res.in). No further notification will be published in the news-papers or any other web portal.
4. The Director, ICMR-NIRTH, reserves the right to withdraw/cancel the tender if it is found in violation of terms and conditions of this document or any information given in the tender document which prima facie appears to be false/wrong.
5. Bidders are requested to follow the instructions carefully as per the tender document.

Sr. Administrative Officer

Instructions to the Bidders

1. The Director, ICMR-National Institute of Research in Tribal Health, Jabalpur (ICMR-NIRTH) invites sealed tenders in **Double Bid System (Technical Bid and Financial/Price Bid)** from the reputed and experienced agencies/firms/companies for **providing manpower (skilled and unskilled) services for Institute** as per details (**Annexure — A) for a period of one (1) year** from the date of award of contract.
2. Complete Tender Document can be downloaded from the website of the Central Procurement Portal (<https://eprocure.gov.in/epublish/app>), ICMR Headquarter, New Delhi (<https://main.icmr.nic.in/>) and ICMR-National Institute of Research in Tribal Health, Jabalpur (<https://www.nirth.res.in/>).
3. The tender is to be submitted in two parts comprising Part-I: Technical Bid & Part-II: Financial/Price Bid. The Part-I (Technical Bid) should contain Annexure-I along with the EMD of Rs. 50,000/- (Rupees Fifty thousand only) or valid document claiming exemption from paying EMD (as the case may be) and statement showing compliance with the criteria/ detailed technical specifications as per Serial No. 8.1 and 8.2 below and Notice Inviting Tender (NIT). The Part-II (Financial/Price Bid) should contain only the price offered as per attached 'Rate Schedule' (Annexure-II) format. Both the parts should be properly marked and enclosed in separate sealed envelopes for their proper identification. The envelopes superscribed TECHNICAL BID and FINANCIAL/PRICE BID should again be sealed in another envelope superscribing the tender number and **“Manpower (skilled and unskilled) Services”**. The Part-I (Technical Bid) will be opened in presence of the tenderers or their authorized representatives (only one with authority letter from bidder as per Annexure-VI and proof of identification) on the date of tender opening and the Part-II (Financial/Price Bid) after evaluation of Part-I. The Part-II of only those tenderers shall be opened who are found technically qualified to carry out the work, for which prior intimation will be given indicating the date and time of price bid opening.
4. The interested Companies/Firms/Agencies can submit the tender documents by hand/post addressed to the Director, ICMR-National Institute of Research in Tribal Health, Jabalpur (ICMR-NIRTH), Nagpur Road, P.O. Garha, Jabalpur, M.P. -482003 complete in all respect along with Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty thousand only), refundable (without interest) along with other requisite documents and drop the same in the Tender Box kept at the Room No. 118, Section Officer (Stores), ICMR-NIRTH, Nagpur Road, P.O. Garha, Jabalpur, M.P. -482003.
5. **The last date of receipt of tender is 17 November 2020 (Tuesday) at 11:00 AM. No tender will be accepted after 11.00 AM in any circumstances including postal delay.**
6. The Technical Bids will be opened by the Tender Opening Committee at ICMR-NIRTH, Jabalpur on **17 November 2020 (Tuesday) at 02.00 PM**.

7. **GENERAL INSTRUCTIONS**

- 7.1. For the Bidding/Tender Document Purposes, the ICMR-NIRTH shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor' and/or 'Bidder' or interchangeably.
- 7.2. While all the efforts have been made to avoid errors in the drafting of the tender document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 7.3. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of contract/bids not meeting the minimum eligibility criteria/bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents, are liable to be rejected.
- 7.4. For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement to the ICMR-NIRTH. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 7.5. The contract shall be awarded to the selected bidder(s) on fixed rates for a period of one (1) year from the date of the award of the contract. However, the period of the contract may be further extended provided the requirement of the ICMR-NIRTH, Jabalpur persists at that time or may be curtailed, terminated earlier owing to deficiency in service or substandard quality of work by the selected company/Firm /Agency.
- 7.6. The prospective bidders are free to seek any clarifications/see the kind of requirement ICMR-NIRTH is looking for. For this purpose, Section Officer (Stores), ICMR-NIRTH, Jabalpur (0761-2370800 extn. 331, 0761-2370845) may be contacted with prior appointment on any working day between 2 PM to 4 PM from **12/10/2020 to 06/11/2020**.
- 7.7. The rates may be quoted as per Annexure-II, taxes if any, may be specifically and separately indicated in the quotation. In case of no separate mention of Tax, Rates will be presumed to be all inclusive & assessment will be made accordingly.

8. **MINIMUM ELIGIBILITY CRITERIA**

- 8.1. The following shall be the minimum eligibility criteria for selection of bidders at bid stage of the bidding process:
 - a. Agencies with annual turnover of Rs.80.00 Lakhs and holding valid license under Contract Labour (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having Goods & Service Tax registration and successfully carried out at least 03 manpower contracts of 30 or more manpower personnel/supervisors only for similar type of manpower contract (Highly Skilled, Skilled, Semi-Skilled & Un-Skilled) during the last 05 years in Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ Institutes /Centres

- 8.2. Documents supporting the Minimum Eligibility Criteria to be attached with Technical Bid (Part I) document:
- a. In proof of having fully adhered to minimum eligibility criteria at 8.1(a), following documents shall be acceptable with the bid documents:
 - i. Valid License under Contract Labour (Regulation & Abolition) Act, 1970 (Central Labour). Copy of registration with the Labour Commissioner having jurisdiction over the territory in which service are sought to be provided by the Agency under this contract. In case the agency is exempted from obtaining such registration, the agency is required to produce an affidavit signed by the authorized signatory of the agency that their firm is exempted and is not required to obtain any such registration or approval or order from the Labour Commissioner.
 - ii. Self-attested and valid copy of valid EPF and ESIC registration particulars, GST Certificate.
 - iii. Self-attested and valid copy of Income Tax return particulars of the firm for the previous three financial years.
 - iv. Self-attested and valid copy of PAN Card.
 - v. Copies of experience in Housekeeping, Data Entry Operator and Multi-Tasking Staff services separately executed with Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-Bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ Institutes /Centres for the last 3 years (self-attested copies of the relevant work orders are to be enclosed).
 - vi. Self-certification to the effect that the firm has not been banned/black listed by any Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres in the past(Annexure III).
 - vii. Information regarding any litigation, current or during the last five years in which the tenderer was/is involved, the opposite party(s) and the disputed amount.
 - viii. Details regarding any work orders 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).
 - ix. Status: Whether proprietorship, partnership firm/company
 - 8.3. Tenderer shall submit a declaration to the effect that his no close/nearest relative working in the client department (Annexure-VII)

Note:-If any of the above listed documents as mentioned under Sr. No. (i) to (ix) are not submitted, the tender will be rejected without assigning any reason, and no correspondence will be entertained.

9. EARNEST MONEY DEPOSIT (EMD)

- 9.1. The EMD amount of Rs. 50,000 /- (Rupees Fifty thousand only) or the proof of the same must accompany Part-I (Technical Bid) failing which the tender shall be rejected outrightly.
- 9.2. EMD of Rs. 50,000 /- (Rupees Fifty thousand only) has to be submitted in a separate cover along with Technical Bid only, inform of banker's cheque / demand draft / fixed deposit receipts/ bank guarantee drawn in favour of the Director, ICMR-National Institute of Research in Tribal Health, Jabalpur payable at Jabalpur (having validity must be upto 5 months from last date of submission of tender). The EMD may also be remitted electronically through RTGS / NEFT to Account Name: Director, ICMR-NIRTH, Jabalpur (Miscellaneous A/c) Account No. 38989533545, State Bank of India, Medical College Branch, Jabalpur, IFSC Code SBIN0001445 (Copy of proof for having transfer EMD amount to be enclosed). While transferring the EMD through RTGS/NEFT, please mention the name of firm/agency/company in the narration.
- 9.3. The EMD shall be refunded to unsuccessful tenderer at the earliest within one month after finalization of the tender.
- 9.4. The Bidders, who want to claim exemption from paying EMD should submit copies of valid documents issued by concerned & appropriate government authorities. In case where, EMD or Valid Documents in support of claiming exemption for paying EMD are not found, bids will be rejected at the time of opening of technical bid of the tenders.
- 9.5. The EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit work order acceptance. Any request by the bidders to consider their EMD or security deposit or payment of any pending bill furnished by them to ICMR-NIRTH, Jabalpur for any other contract/tender cannot be considered as EMD for this tender.
- 9.6. The EMD shall be forfeited in the following case:
 - i) If the bidder withdraws his/her bid during the period of validity of the bids specified by the bidder in the bid form; or
 - ii) In case of successful bidder; if the bidder
 - a) Fails to accept the award letter based on his/her offer (bid);
 - b) Fails to furnish required Performance Security Deposit in accordance with the terms of Tender Document within the time frame specified by the client; or
 - c) Fails or refuses to honour his/her own quoted prices for the services of part thereof
- 9.7. No claim shall lie against the ICMR-NIRTH in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable in EMD.
- 9.8. Tenders received after due date and time, without EMD or DD/TDR incorrectly addressed or Valid Exemption Documents and incomplete tenders shall be summarily rejected.

10. PERFORMANCE SECURITY

- 10.1. The firm/agency/company (successful Bidder) will be required to furnish performance security in the form performance bank guarantee (Annexure-V) through a nationalized/ scheduled bank for a sum equal to 10% of the contractual value within 30 days of award of contract valid for a period of 60 days beyond the contractual period (expiry date of contract). In case the contract is extended beyond the initial period of one year, the performance bank guarantee will have to be accordingly renewed by the successful bidder.
- 10.2. The 'Bank Guarantee for Performance Security' will be forfeited by order of the Competent Authority of the ICMR-NIRTH, in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance.

11. VALIDITY OF BIDS

- 11.1. The bid shall be valid for a period of 90 (ninety) days from the date of opening of the tenders. In exceptional circumstances the ICMR-NIRTH may ask the bidder to extend the validity of Bid. The validity of bid security shall also be suitably extended. However, a bidder will not be permitted to modify its bid. In case, client call the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder;
- 11.2. In case, client call the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder;
- 11.3. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 11.4. No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained.

12. PREPARATION OF BIDS

- 12.1. Language: Bids and all accompanying documents shall be in English or in Hindi.
- 12.2. No overwriting or correction of any type either using white fluid will be accepted.
- 12.3. All the pages of tender documents should be signed and properly numbered and total number of pages must be indicated on the forwarding letter.
- 12.4. Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein (Annexure-IA).
- 12.5. Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.
 - a) Technical Bid Submission Form duly signed by the person authorized to sign the tender bids;
 - b) Earnest Money Deposit of Rs. 50,000 /- (Rupees Fifty thousand only);
 - c) All self-attested and valid supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section -8 above.
- 12.6. Financial/Price Bid: Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document.
- 12.7. The tenderer shall quote rates both in figures and words. The tenderer shall also work out the amount for each item of work and write in both figures and words. On check if there are difference between the rates quoted by the tenderer in words and in figures or in the amount worked out by them, the following procedure shall be followed.
 - a. When there is difference between the rates in figures and in words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct.
 - b. When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figure or in words the rate quoted by the tenderer in words shall be taken as correct.
 - c. When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
- 12.8. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, should mention it separately in the covering letter submitted along with the tender.
- 12.9. All the pages of quotations including the supportive documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.

13. BID OPENING PROCEDURE

- 13.1. The Technical Bids will be opened by the Tender Opening Committee at ICMR-NIRTH, Jabalpur on **17 November 2020 (Tuesday) at 02.00 PM** in the presence of such bidders, who may wish to be present themselves personally or through their representatives.
- 13.2. The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the Financial Bids shall be intimated to the technically qualified bidders in due course.
- 13.3. Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 13.4. After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.
- 13.5. Bids shall be declared as valid or invalid based on the preliminary scrutiny, *i.e.* verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid.

- 13.6. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, and time remaining unaltered.

14. CLARIFICATION ON TECHNICAL BID EVALUATION:

- 14.1. The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 14.2. If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 14.3. Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 8.

15. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

- 15.1. The bidder(s) who will qualify in the technical evaluation stage shall only be called for opening of Financial Bids. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

16. FINANCIAL BID OPENING PROCEDURE

- 16.1. The financial bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their representatives, who choose to be present at the time of opening of the financial bids.
- 16.2. Absence of bidders or their representatives shall not impair the legality of the process.
- 16.3. The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

17. RETURNING OF EARNEST MONEY DEPOSIT (EMD)

- 17.1. The EMD of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned at the earliest or within one month after opening of the eligible Financial Bids.
- 17.2. The EMD of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned on award of contract to the successful bidder.
- 17.3. The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

18. COMMENCEMENT OF SERVICES

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

- 18.1. Submission of Performance Security Deposit
- 18.2. The successful firm/agency/company will be required to provide manpower immediately from the date of award of the Contract. The ICMR-NIRTH, Jabalpur shall, however, has the right to terminate the contract at any time.

19. VALIDITY OF CONTRACT

- 19.1. The period of contract will be one (1) year from the date of the award of the Contract.
- 19.2. The contract shall automatically expire unless extended further by the mutual consent of contracting agency and ICMR-NIRTH.
- 19.3. The period of the contract may be curtailed/ terminated earlier owing to deficiency in service or substandard quality of work by the selected Firm. The ICMR-NIRTH, however, reserves right to terminate this initial contract at any time after giving one-month notice to the selected Firm.

20. PAYMENTS

- 20.1. Monthly bills submitted by the agency for the Housekeeping & Manpower (skilled and unskilled) Services executed in the preceding month, shall be paid after submission bills duly completed in all respects. The payment for the work will be release only after production of attendance records and copies of acquaintance roles/scroll for proof of payment of wages to the Labourers. Inadequate supply of work for Housekeeping services, will attract deduction at pro-rata basis from the work bill towards compensation. The decision of the Director, ICMR-NIRTH, Jabalpur is final and binding in this regard.
- 20.2. If the performance of the Housekeeping & Manpower Services by the Agency is found unsatisfactory the Competent Authority of Institute shall have power to terminate the Contract. Upon such termination, the security deposit of the agency shall be liable to be forfeited and shall be absolutely at the disposal of ICMR-NIRTH, Jabalpur.
- 20.3. The monthly bills will be calculated only for the number of working days in a month.
- 20.4. All payments shall be made in Indian currency by means of Electronic Clearance service (ECS) or Cheque.
- 20.5. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this ICMR-NIRTH.
- 20.6. No advance payment(s) will be made in any case whatsoever.

- 20.7. The payment will be made on submission of the following documents, whichever applicable by the Firm/Agency (successful bidder) to the paying authority (DIRECTOR, ICMR-NIRTH, Jabalpur) alongwith the bill.
- i. Ink-signed copy of monthly invoice/bill of the agency (successful bidder) along with attendance records and copies of acquaintance roles/scroll for proof of payment of wages to the housekeeper and other hired unskilled and skilled staff.
 - ii. Details for electronic payment viz account holder's name, bank name, branch name and address account type, account number, IFSC Code, MICR Code (if these details are not incorporated in contract).
 - iii. Any other document/certificate that may be provided for in the contract.
 - iv. User acceptance where applicable.

21. TERMINATION

- 21.1. In case of breach of any of terms and conditions of the contract by the selected firm, the competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security deposit in the form of Fixed Deposit shall be forfeited and en-cashed. The decision of the Director, ICMR-NIRTH, Jabalpur will be the final.
- 21.2. The company/firm/agency goes bankrupt and becomes insolvent.
- 21.3. The ICMR-NIRTH reserves right to withdraw/relax any of the terms and conditions mentioned in the tender document so as to overcome the problem encountered by the contracting parties.

OTHER TERMS & CONDITIONS:-

22. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
23. The Director, ICMR-NIRTH reserves the right to accept or reject any or all the offers without assigning any reason. The Director, ICMR-NIRTH does not bind himself to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reasons.
24. Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing is liable for rejection.
25. The period of contract shall be initially for one year, and can be terminated by the Director, ICMR-NIRTH by giving one-month notice to the agency.
26. Prior to the submission of the tender, the tenderer authorized representative shall personally inspect the campus area at ICMR-NIRTH at their own cost and under prior intimation. This is necessary to enable the tenderer to gather all the information, so as to prepare the tender accurately after taking into consideration all the relevant factors. Submission of the tender will, therefore, be considered as meeting the requirements of tenderer having fully read and understood the tender document and the scope of work prescribed therein.
27. The agency will submit undertaking that is fully acquainted with all the conditions and circumstances under which the services required under the contract will have to be made or furnished and the terms, clauses and conditions, specification and other details of the contract and the suppliers. The agency shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform of with a view to asking for increase of any rate agreed to the contract or to evading any of his obligations under the contract.
28. In the event of the agency failing to fulfil or committing breach of any of the terms and conditions of these contract or indulge in omission or commission the without prejudice to the institute's right and remedies otherwise, institute, shall be entitled, to terminate the contract forthwith, forfeit the performance guarantee deposit and to blacklist the agency and execute the work or arrange otherwise at the agency's risk and cost at the absolute discretion of the Institute. The cost of such works together with all incidental charges or expenses shall be recoverable from the agency; under the following circumstances:
- 28.1. If the agency or his agents are employees are found guilty of fraud in respect of the contract or any other contract entered into by the agency or any of his partners or representatives thereof with the Institute; or
 - 28.2. If the agency or his agents or employees attempt to or indulge in giving, promising or offer in any bribes, gratuity, gift, loan perquisite, reward or advantages pecuniary of otherwise to any person in the employment of the Institute; or
 - 28.3. If the agency or any of his partner become insolvent or applies for relief as insolvent debtor or commence any insolvency proceeding makes any composition with his/ their creditors or attempts to do so; or
 - 28.4. If at any time during the pendency of the contract, it comes to the notice of the Institute, that the agency has misled the Institute by giving false/incorrect information.
29. The agency will be responsible for the conduct of all workers deployed by him and will be legally liable for any harm or loss occurring to any person whomsoever, in whatever form from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the agency or any of the workers/ agents/ any other deployed by the agency in the course of providing any services stated in this contract, and the agency will bear the full responsibility and cost of the same. The institute will not be liable for any loss or harm to any person within or outside the institute campus from any act of omission or commission of any of the workers/ agents/any others deployed by the agency in the course of providing the services stated in this contract.
30. The institute shall not be liable for any compensation, claim or damages etc. due to any accident, injury or harm to any person deployed by the agency or death due to accident or otherwise, which may arise out of any circumstances related or unrelated with their duties at centre. The Institute shall be indemnified by the agency against all such claims.
31. Without prejudice to terms and conditions of contract, the agency will be liable to reimburse to the institute any cost or legal liability/penalty/fine imposed on the centre by authority, because of any misconduct or any act of omission or

- commission, whether intentional or otherwise of the agency or any of the workers/ at the agency deployed by the agency in the course of providing any services stated in this contract.
32. It shall be the responsibility of the agency to comply at the provisions of various Labour laws. The agency shall faithfully discharge all the liabilities under the Labour laws. The agency shall indemnify the institute against the claims arising out of non-fulfilment of the obligations by him under the various Labour laws.
 33. The agency shall be solely responsible for compliance with all statutory laws/ rules/ regulations such as those concerning PF, ESI, Labour laws, Minimum wages, etc. The institute shall not be liable for any contravention/ Non-Compliance on the part of the agency. Any contravention/Non-Compliance on the part of the agency would be construed as a sufficient ground for termination of the contract at the discretion of the institute. Notwithstanding with this, in the event of the imposed with any penalty/fine etc., by any agency/ authority due to the noncompliance/contravention on the part of the agency to any statutory laws/ rules/ regulations etc., the Director, ICMR-NIRTH reserves the right to compensate such fine/ penalty etc., from the agency by the way of recovery from the bills raised by the agency or by any other means.
 34. The Institute may discontinue the contract at any point of time, and will not be liable to any additional charges or compensation payable to the agency or any other person.
 35. The agency may discontinue the contact at any point of time by giving a notice at least 60 days before the intended date for discontinuation. However, the agency will forfeit the security deposit submitted by it, in case of discontinuation without a notice or a notice less than 60days prior to the intended date of discontinuation. The ICMR-NIRTH reserves the right to claim the damages and recover them from the payments due to the agency or by any other means, in addition to forfeiting the security deposit of the agency.
 36. Identity cards must be issued to the employees in the agency and their wages must be paid to them on acquaintance role/ scroll by 10th day of every month. Before submission of bills by the agency to Institute for payment against the services a certificate will have to be submitted by the agency for having paid in full to the workers employed by him along with the copy of acquaintance role/ scroll.
 37. The agency has to maintain all the relevant register/ records as per the laws related with the labour engagement etc. An affidavit on a Non-Judicial stamp paper of appropriate value to the effect that the agency will be entirely responsible for fulfilling all the statutory obligations under different statutes like workmen compensation Act. Contact Labour (Regulation & Abolition) Act, ESI Act, PF Act, Bonus Act, Gratuity Act is for the workers employed by him for Housekeeping services and other skill works will be submitted by the agency before execution of the contact agreement. The workers employed by the agency will not be treated as the employees of the institute for any purpose whatsoever.
 38. The tenderer who is found successful and awarded the contract shall have to execute an Agreement with ICMR-NIRTH on a Non-Judicial Stamp Paper of appropriate value (As per Annexure-IV).
 39. Notwithstanding whatsoever stated above and in case of any controversy regarding the scope of work or any other terms and conditions of the tender, the decision of the Director, ICMR-NIRTH, Jabalpur shall be final and binding in this regard.
 40. In case the workers engaged by the agency/ contractor have any grievances, the same should be resolved by the agency/ Contractor without creating any disturbances in the institute. On the expiry of the contact of the agency/ Contractor undertakes the responsibility to vacate the premises in peace with all the workers without creating any disturbances to the institute. The agency/ Contractor will be solely responsible if the employees misbehave or create problems to the institute; such employees may be removed from his duties immediately and shall provide replacement. And also noted that in case of employee goes on leave a substitute employee has to be provided.
 41. The successful tenderer/agency shall not engage any sub-agency or sublet any other work or any part of itsor transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
 42. The first 03 months of the contract period will be considered as trial period and contract will be continued only after satisfactory completion of the trial period.
 43. The Director, ICMR-NIRTH reserves the right to alter/ modify any or all conditions of this tender notice.
 44. No increase in amount shall be considered at all during the currency of the Annual Contract. No other charges like transportation fare etc., will be payable.
 45. Name of the proprietor, Residential and official Address and Telephone numbers of the firm/agency to be given on the letterhead of the firm.
 46. The Annual Contract shall be operative immediately after award of the contract. The ICMR-NIRTH shall, however, has right to terminate the contract at any time if the service of the firm is found unsatisfactory. In this respect the decision of ICMR-NIRTH will be final and binding on the contractor.
 47. The owner of the firm should be available on his landline telephone and also on mobile phone.
 48. The contract shall normally be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.
 49. The tenderer should enclose a signed copy of the terms and condition stipulated for award of the contract conveying his acceptance of the same (Annexure 1A).
 50. In case it is found that the selected firm is engaged in malpractices, the contract will be terminated, and they will be banned from having business relations with the ICMR-NIRTH.
 51. The tender is not transferable. Only one tender shall be submitted by one bidder.
 52. If the firm commits breach of any of the terms and conditions or is not able to complete the work in time or the quality of work is not of the desired level, the contract will be cancelled, and security deposit shall be forfeited, and the work will be assigned to another firm at the risk and cost of the firm.
 53. The rates quoted must be, in whole rupee. It may specifically be noted that the quotations having unrealistic, impractical and non-serious prices i.e. "free" or "complementary" just for the sake of vitiating the whole Tender Process and for grabbing the contract, are liable to be ignored/rejected.

54. 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 of the arbitration of a sole arbitrator to be appointed by the Director, ICMR-NIRTH, Jabalpur in accordance with the provisions of the Arbitration and Conciliation Act 1996 and Rules made thereunder including any modifications, amendments and future enactments thereto. The venue of the arbitration will be Madhya Pradesh and the decision of the arbitrator shall be final and binding on the parties.
55. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Hon'ble High-Court of Madhya Pradesh, Principal Bench Jabalpur.
56. All the tenderers are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotation is accepted by ICMR-NIRTH, Jabalpur.
57. No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
58. The competent authority of the Institute shall be at liberty to withhold any of payment in full or in part subject for recovery of penalties mentioned in preceding paragraph.
59. Any matter for which no specific instruction has been given shall be decided by ICMR-NIRTH, Jabalpur and the decision shall be final and binding on all bidders.

Sr. Administrative Officer

Scope of Work

Housekeeping Staff (Unskilled): -

- Cleaning, dusting and moping of all floors, washrooms, Labs, Offices, all furniture and fixtures at Main Laboratory Building, Central Animal Facility, Guest House, Trainee Hostel, Type-VI Quarter, Canteen etc.
- The Contractor shall ensure that its Housekeeping personal observe the following rules and norms in the discharge of their work:
 - i. Are punctual and arrive at least 30 min before start of their duty time.
 - ii. Take charges of their duties properly and thoroughly.
 - iii. Perform their duties with honesty and sincerity.
 - iv. Read and understand their post and site instructions and follows the same.
 - v. Extend respect to all officers and staff of the office of ICMR-NIRTH, Jabalpur.
 - vi. Shall not consume intoxicated drinks on duty hours, or come drunk and report for duty.
 - vii. Will immediately report to the concerned officer any untoward incident/ misconduct or misbehavior.
 - viii. Do not entertain unauthorized person.
 - ix. The Housekeeping contactor shall ensure that the staff engaged by him shall not smoke beedies, cigarettes or consume alcoholic drinks in the premises of the Institute and nor they are allowed to chew pan, gutkhas, tobacco items etc.
- Work to be done Daily:
 - i. Brooming, sweeping & mopping of floors with disinfectant.
 - ii. Cleaner of all the floors including staircases and all the rooms/halls.
 - iii. Dusting and cleaning of office furniture, table top office equipment, tables, paper trays and other installations.
 - iv. Toilets, washbasins and canteen areas etc, should be cleaned twice a day and disinfected with necessary disinfectant.
 - v. If require, additional cleaning should be taken up as per the directions.
 - vi. Replenishment of soap, Naphthalene balls/ air purifiers (as on when required).
 - vii. Emptying of dustbins.
- Work to be done once in two weeks:
 - i. Linen/ Towel washing.
 - ii. Dusting of files, cleaning of side racks and office furniture items.
 - iii. Partition glass should be cleaned with cleansing liquid.
 - iv. Dusting and cleaning of doors and window panes.
 - v. Vacuum cleaning of venetian blinds and carpets etc.
 - vi. Cobweb removal, Dusting of ceiling fans, tube light, fixtures, furniture items specifically steel Amirah.
- Other activities
 - i. The staff of the successful bidder will arrange the conference rooms & auditorium & Guest House and remove garbage, wastages etc. immediately after the event is over.
 - ii. Shifting of Tables, Chairs, Furniture etc., as and when required
 - iii. All other work which are not listed here from time to time.

Horticulture Staff (Skilled/Unskilled):

- Maintenance of garden and play ground,
- Cutting of grass around the buildings, roads/path, staff quarters, side area and
- They will be responsible for disposal of all garbage and dump it in the allotted area. They should also ensure that the dump (vat) is cleared at regular intervals.
- Any other area of ICMR-NIRTH, Jabalpur not specifically mentioned above may also be included after award of work which will also be the part of this contract.

The contractor shall provide all necessary tools and equipment (like grass cutting machine, lawn mower, hard broom, etc.) for necessary maintenance as per requirement. The contractor shall be responsible for the safe custody of all the tools and equipment and the Institute shall not be responsible for loss of any of the tools or equipment of the contractor.

Data Entry Operator (Skilled Worker): -

- Data entry
- Scanning of documents
- Preparing of reports and other general office documents, typing the official letters and other documents, handling existing data and editing current information,
- Keeping the office record updated, taking backup of data at regular intervals & storage of data,
- Other functions of data entry operators assigned by the office,

- All other official works assigned by the controlling officer from time to time.

Multi Tasking Staff (Skilled Worker): -

- Will be involved in field/laboratory activities including sample collection/data collection in study area.
- All other official works assigned by the controlling officer from time to time.

General Conditions for the work employees

1. Attendance muster cum wages register of persons maintained should be duly signed with In and Out timings by the individual employees and countersigned by the representative of the agency/ contractor and ICMR-NIRTH, Jabalpur.
2. The staff deployed is well-dressed in neat and clean uniform and carrying photo identity cards displayed properly.
3. In case of loss of property due to the theft/ negligence of the agency/ contractor during the contract period, the cost of properties shall be borne by the agency/ Contractor and such loss of property shall be recovered from the monthly bills or security deposit of the agency/Contractor.
4. The agency will deploy manpower on 08:30hrs duty on Five/ Six days as per requirements of the institute. They will also be deployed on shift duties, whenever required including on holidays. The agency will not charge the additional payment to provide the cleaning services on holidays, Sunday and odd hours during ICMR-NIRTH, Jabalpur functions.
5. The employees engaged by the agencies/ contractor should observe the discipline and office decorum during their course of employment.
6. Absence or deploying fewer people shall be liable for penal recovery from monthly bills.
7. Agency/Contractor should supply reliable person after thoroughly checking their personnel identity with Police Verification of each person employed. The credential of the employed contractual staff will be checked by ICMR-NIRTH authorities. One set of verified documents must be provided for records.
8. The appropriate payment of wages and other benefits to the employees of the agencies/contractor shall be the EXCLUSIVE RESPONSIBILITY OF THE AGENCY and persons so employed by the agency/ Contractor shall have NO CLAIM whatsoever on the Institute.
9. All personnel employed by the agency/ Contactor shall be medically fit at the time of employment.
10. ICMR-NIRTH, Jabalpur is not bound to provide stationeries (Such as papers, pencils, etc.) for photocopying of monthly bill copies of attendance register duly certified that are required to produce to the office for payments nor any mode of transport in respect of men or material required for the contact.
11. All consumable, hand wash, detergents, brooms, chemicals like (Naphthalene Balls, Room fresheners, Mosquito/Insect repellents, liquid soap, glass cleaner, floor cleaner and disinfectant, bleaching powder, garbage bag, etc.) equipment, machinery etc. shall be arranged by the agency. ICMR-NIRTH, Jabalpur will not provide any material/chemicals required for day to day cleaning services.
12. The Proprietor on his subordinate shall visit the campus at least twice in a month to ensure supervision and smooth functioning.

Areas work of housekeeping & horticultural maintenance for ICMR-NIRTH, Jabalpur are as enumerated below:

The total area of land is approximately 36 acres. The scope of work would encompass cleaning the specified area so that the area is always clean and presentable. This area in ICMR-NIRTH, Jabalpur includes the following:

Sl.No	Buildings	Size in Square Meter (approx)	No of Floors (approx)	No. of Corridors (approx)
1	Main Building	5152.70	4	4
2	Central Animal Facility	2000	2	2
3	Guest House	1414.64	2	2
4	Trainee Hostel	1186.38	2	2
5	Type VI Quarter	230.66	2	2
6	Canteen	318.75	1	1
7	Garage Block		1	1
8	Driver Room		1	1

Toilets

Sl. No	Location	No. of Toilet
1	Main Building	15
2	Central Animal Facility	05
3	Guest House	21
4	Trainee Hostel	22
5	Type VI Quarter	03
6	Canteen	01
7	Driver Room	01

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. Self-attested copy of valid registration certificate of the Manpower Agency issued by the appropriate authority.
2. Self-attested copy of valid Labour License from the Regional Labour Commissioner for specific number required for the contract under Contract labour (Regulation & Abolition) Act, 1970.
3. Self-attested copy of valid Goods & Service Tax registration certificate.
4. Self-attested copy of valid registration under EPFO.
5. Self-attested copy of valid registration under ESL
6. Status: Whether Proprietary Firm / Partnership Firm / Company.
7. Proof: At least 03 successfully carried out Manpower contract of 30 or more persons in each contract, consisting of only properly trained & experienced manpower personnel / supervisors (Highly Skilled, Skilled, Semi-Skilled and Unskilled workers) during the last 05 years in Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres. (Please enclose work completion certificate/ work order mentioning value of contract, No. of manpower deputed, period of contract etc. during last 05 years).
8. List of clients.
9. Customer's satisfaction proof for at least 03 Current Clients.
10. Self-attested copy of valid PAN/TIN & ITR of the last 03 years.
11. Audited Copies / Certificate(s) of Annual Turnover of last 03 years.
12. An undertaking that the manpower agency has not been blacklisted by any Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-Bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ Institutes /Centres as on the date of submission of the bid(Annexure III).
13. EMD amount or proof of same (please see clause -9).

Annexure-I
TECHNICAL BID
For Providing Manpower (Skilled and Unskilled) Services
Agency / Contractor Details Form

Tender Reference No.....

Sl. No	Information Sought	Fill details	Proof attached on Page No
1.	Name of the Firm		
2.	Date of Establishment/Incorporation		
3.	Registration No. for registration under Companies Act 1956. (Please enclose self-attested photocopy of Certificates)		
4.	Correspondence Address, Telephone No. Email ID, Mobile No.		
5.	Address of Head Office (If separate) and Telephone Number.		
6.	Status Proprietary/Partnership/Private Limited Company/Public Limited Company		
7.	Name of the Proprietor/Partners, Address, Mobile No.		
8.	Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last two years) Telephone number of Banker		
9.	PAN No. of the Firm (Please enclose self-attested photocopy)		
10.	GST Registration No. (Please enclose self-attested photocopy of certificate)		
11.	Labour License no. and validity under various section of Labour laws (of state & Central Govt.) (please enclose self-attested photocopy of certificate/ Registration)		
12.	EPF Registration No (please enclose self-attested photocopy of certificate)		
13.	ESI Registration No. (Please enclose self-attested photocopy of certificate)		
14.	Professional Tax Enrolment Certificates (Please enclose self-attested photocopy of certificate)		
15.	Certificate of satisfactory performance from the Government/Banks/PSUS organization to whom the service was provided.		
16.	Income Tax Return (I.T.R) copies of last 3years, Balance Sheet & Revenue Account for last 3years (Please enclose self-attested photocopy of certificate).		
17.	Turnover for the last three financial years		
18.	Whether holding certificate under shops and Establishment Act. (If yes, enclose self-attested copy of last renewal certificate.		
19.	If the firm registered under the factories Act, Details of license No. (if Yes, enclose self-attested last renewed copy		
20.	Total No. of Personnel employed as on 31.03.2020		
21.	Whether police verification, address verification & Character verification of the employee has been done by the agency (it		

	has to be provided at the time of deployment)		
22.	Details of the Draft of EMD (Name of the Bank, D.D. No, Date, Amount.		

Date:

Place:

Signature of the authorized person

Name:

Seal:

Annexure-I(A)
DECLARATION

1. I.....Son / Daughter / Wife of ShriProprietor/Director/authorized signatory of the agency/firm, mentioned above, is competent to sign this declaration and execute this document;
2. I have carefully read and understood all the terms and conditions of the tender for the outsourcing of manpower (skilled and unskilled)for Institute in the ICMR-NIRTH, Jabalpur and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of the authorized person

Place:

Name:

Seal:

Annexure-II

Financial Bid

(Should be sealed in separate covers duly superscribed)

Name of the work: Tender for engagement of agency on contract basis for **“Providing Manpower (Skilled and Unskilled) services at ICMR-NIRTH, Jabalpur”**

Tender Reference No.....

Name of the Agency/Firm/Company:.....

Address:

Sl. No	Particulars	Rates per Day/Person	
		Unskilled (figure & words)	Skilled (figure & words)
1	Minimum Wage Per Day (CLC wage rate schedule compliance)		
2	EPF (____%)		
3	ESI (____%)		
4	Total		
5	Cost Per Head Per Day		
6	Service Charge (to be quoted in % on SI No. 5 above)		
7	Any other Charges/Bonus/Payables/Tax etc. (i) _____ (ii) _____ (iii) _____ (iv) _____		
8	Total Per Head Per Day		
9	Goods & Service Tax (____%)		
10	Total with GST (In Figures) (Per Worker <u>Per Day</u>)		
11	Grand Total with GST (In Figures) (Per Worker <u>Per Month</u>)		
12	Grand Total with GST (In words) (Per Worker <u>Per Month</u>)		

*Amount to be quoted both in words and figures

Date:

Signature of the authorized person

Place:

Name:

Seal:

Note:

Any other payments likewise Uniforms, Leave Salary, etc., should be met by the contractor only, ICMR-NIRTH, has no liability towards the above.

1. The rate quoted for service tax/ other mandatory tax shall be fulfilled up as applicable as per rule.
2. The service charges shall be filled up in percentage and amount both. Payments shall be made to agency the agency on the basis of the rates in price bid quoted by the firm.
3. If there is a difference of amount in words and numerical number, the lesser one will be considered.
4. The payment will be made only for the number of working days in a month.
5. In addition, Bonus as prescribed under the payment of Bonus Act 1965 shall be payable.
6. Beldar & Housekeeping Staff shall be categorized as Unskilled Worker.
7. Data Entry Operator and Multi-Tasking Staff shall be categorized as Skilled Worker.

Signature and seal of the Agency/ Contactor

Annexure-III

Declaration of Clean Track Record (On Company / Firm's Letterhead)

Date:

To,
The Director
National Institute of Research in Tribal Health
Nagpur Road, P.O.-Garha, Jabalpur- 482003

Sir,

Sub: Tender Ref No. _____ for providing manpower (skilled and unskilled) services-reg.

I/We carefully gone through the Terms & Conditions contained in the above referred tender. I/We hereby declare that my Company/Firm is not currently debarred / black listed by any Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres in India or abroad. I /We further certify that I'm competent officer in my Company / Firm to make this declaration.

Or

I/we declare the following

Sl. No.	Country/State in which the company is debarred / blacklisted / case is pending	Black listed / debarred by Government / Semi Government Organizations / Institutions	Reason	Since when and for how long

(NOTE: In case the Company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal

Annexure – IV

AGREEMENT FOR MANPOWER CONTRACT

This AGREEMENT made on this _____ day of _____ between the Indian Council of Medical Research—National Institute of Research in Tribal Health (ICMR-NIRTH), Nagpur Road, P.O. Garha, Jabalpur (hereinafter referred to as ICMR-NIRTH) of the ONE PART.

And

M/S. _____ at _____
(hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the ICMR-NIRTH is desirous of giving a contract for providing Skilled and Un-skilled workers/manpower at ICMR-NIRTH Complex, Nagpur Road, P.O.-Garha, Jabalpur-482 003 which is a constituent unit of Indian Council of Medical Research (ICMR) (hereinafter referred to as Institute) and whereas the Contractor has offered to provide Contractor's workers on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the Director, ICMR-NIRTH, Jabalpur. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS ICMR-NIRTH has agreed to award the contract of providing Skilled and Un-Skilled manpower in ICMR-NIRTH, Nagpur Road, P.O.-Garha, Jabalpur-482 003.

And WHEREAS the contractor has agreed to furnish to the ICMR-NIRTH a 'Bank guarantee for Performance Security' equivalent to minimum 10% of the total order value for two years should be furnished by the successful bidder as per GFR rules from any nationalized / scheduled bank in the prescribed proforma to be issued by the Institute, which will be valid till 60 days beyond the expiry date of contract. The Bank Guarantee shall be kept with Director, ICMR-NIRTH till the contract period is over and shall be released only after the successful completion of the contract. The contractor has also agreed that in the event of extension of contract, the contractor will be required to submit a letter from the Bank with extended Bank Guarantee, which will also be valid till 60 days beyond the extended period of contract and will be kept with Director, ICMR-NIRTH.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:-

A. GENERAL CONDITIONS:

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the ICMR-NIRTH shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing Contractor's Worker, the contractor shall formulate the mechanism and duty assignment in consultation with the Director, ICMR-NIRTH or his nominee. Subsequently, the contractor shall review work arrangement from time to time and advise of the Director, ICMR-NIRTH for further streamlining the system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Director, ICMR-NIRTH or the officer designated by the Director, ICMR-NIRTH in this respect from time to time.
3. That the Director, ICMR-NIRTH or any other person authorized by him shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case of the persons so deployed by the contractor does not come up to the mark or does not perform his/her duties properly or indulges in any unlawful activities or riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Director, ICMR-NIRTH. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director, ICMR-NIRTH, in case of any of the aforesaid acts on the part of the said person.
5. The number of Skilled and Un-Skilled manpower will be purely need based. Therefore, the Number of Contractor's worker may increase or decrease as per requirement. The Director, ICMR-NIRTH will be under no obligation to engage any specific number of contractor's worker during the period of contract.

B. CONTRACTOR'S OBLIGATIONS:

1. That the contractor shall provide Skilled and Un-skilled worker in ICMR-NIRTH, Jabalpur as per requirement from time to time. Before deployment, such personnel/workers will have to pass the skill test/personal interview by/with officials of authorized by Director, ICMR-NIRTH at the Institute's premises.
2. That the contractor shall submit required details like Names, Parentage, Residential Address, Aadhaar Card, Age Proof, Phone/Mobile Number, Email IDs, Passport Size Photograph, Qualification Documents, Experience Certificates etc. of the persons deployed by him in the premises of the ICMR-NIRTH for the purpose of proper identification of the employees of contractor deployed at various laboratories/points/ sections/library/office/divisions etc. along with Police Verification & Physical Fitness Certificate of the concerned. Contractor shall issue Identity Cards bearing their Photographs, Identification Marks, Date of Birth, etc. and such employees shall display their identity cards at the time of duty without fail. Employees without I-Card will not be allowed to enter in the premises to perform the duties and will not be considered on duty.

3. That for performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are physically fit, punctual and disciplined and remain vigilant in performance of their duty.
4. That the persons so deployed shall be exclusively for duties in ICMR-NIRTH, Jabalpur.
5. That the contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936. The Employees Provident Fund (and miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer' Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statues that may be applicable to them and shall further keep the ICMR-NIRTH indemnified from all acts of omission, fault breaches and [or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these the ICMR-NIRTH shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
6. That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at ICMR-NIRTH in the respective accounts/names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents in addition to suitable legal action by ICMR-NIRTH.
7. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948.
8. That the contractor shall be required to maintain permanent attendance register & muster roll at the ICMR-NIRTH premises which shall be open for inspection and checking by the authorized officers of ICMR-NIRTH. Overtime work done by the workers deployed will also be noted and registered, which may be verified at any time of inspection by authorized officer of ICMR-NIRTH.
9. That the contractor shall make the payment of wages, etc. to persons so deployed through RTGS/NEFT/Online Payment Mode or by Cheque only in the presence of representative of ICMR-NIRTH and shall on demand furnish copies of wage register/muster roll, salary slips, bonus, any other kind of remuneration, reimbursement and compensation paid if any, etc.
10. The contractor shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct or of his employees so deployed.
11. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of provisions of the Labour Laws including the provisions of Contractor Labour (Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director, ICMR-NIRTH a sum as may be claimed by ICMR-NIRTH.
12. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hour / leave for which the work is taken from them, do not violate relevant provisions of shops and Establishment Act.

C. ICMR-NIRTH 'S OBLIGATIONS:

1. That in consideration of the service rendered by the contractor, he shall be paid minimum wages, EPF, ESI, Bonus, Charges for weekly off /Holidays /National Holiday, Overtime Allowance, Service charges & Goods & Service Tax each month. Payment shall be made by the 7th day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by the Director, ICMR-NIRTH in this regard.
2. That payment of account of enhancement/escalation charges on account of revision in wages (CLC) or statutory payments by the appropriate Govt. (Govt. of India) from time to time shall be payable by the ICMR-NIRTH to the contractor.
3. That the Director, ICMR-NIRTH shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the service rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by contractor.
4. The security deposit / EMD will be refunded only on submission of Bank Guarantee for Performance Security in the prescribed format by the Contractor within 15 days awarding contract.
5. Bank Guarantee for Performance Security will be returned on expiry of the contract with satisfactory performance by the Agency. Only in case where the services of the contractor are not found satisfactory, ICMR-NIRTH will approach the issuing bank for invocation of Bank Guarantee for Performance Security.

D. INDEMNIFICATION

1. That the contractor shall keep the ICMR-NIRTH indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to contest the same. In case ICMR-NIRTH is made party and is supposed to contest the case, ICMR-NIRTH will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to ICMR-NIRTH on demand. Further, the contractor shall ensure that no financial or any other liability comes on ICMR-NIRTH in this respect of any nature whatsoever and shall keep ICMR-NIRTH indemnified in this respect.

2. The contractor shall further keep the ICMR-NIRTH indemnified against any loss to the ICMR-NIRTH property and assets. The ICMR-NIRTH shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

E. PENALTIES / LIABILITIES

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further work may be got done from another agency at the risk and cost of the Contractor.
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Director, ICMR-NIRTH, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The Performance Bank Guarantee / Security Money shall be liable to be invoked / forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the ICMR-NIRTH on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

F. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. _____ and shall remain in force initially for a period of one year. This agreement may be extended on such terms and conditions as are mutually agreed upon on satisfactory completion of one year.
2. That this agreement may be terminated on any of the following contingencies: -
 - a) On the expiry of the contract period as stated above
 - b) By giving one month's notice by ICMR-NIRTH on account of following
 - i) Committing breach by the contractor of any of the terms and conditions of this agreement.
 - ii) Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Director, ICMR-NIRTH.
 - c) The contractor being declared insolvent by Competent Court of Law.
3. During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.
4. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for ICMR-NIRTH.

G. ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to the Director, ICMR-NIRTH or his nominee.
2. The award of the arbitrator appointed by the Director, ICMR-NIRTH shall be final and binding on both 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 being unable to act for any reason whatsoever, the Director, ICMR-NIRTH shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The expression Director, ICMR-NIRTH shall mean and include an acting/ officiating Director.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the **date, month and year** first above written.

For and on behalf of
ICMR-National Institute of Research in Tribal Health,
Nagpur Road, Jabalpur-482 003.

For and on behalf of the contractor _____

WITNESSES

Name: _____
Address & Contact _____

Sign.: _____

Date: _____

Name: _____
Address & Contact _____

Sign.: _____

Date: _____

Annexure-V

(To be typed on 100 rupees Stamp Paper)

Performance Security

Bank Guarantee No.: _____
Amount of Guarantee: Rs. _____
Valid Upto: _____
Guarantee Cover from: _____ to _____

**The Director,
ICMR-National Institute of Research in Tribal Health,
(Indian Council of Medical Research)
Ministry of Health, Govt. of India
Nagpur Road, P.O. Garha, Jabalpur –482003**

This deed of guarantee executed by (Name of Bank) Constituted under the (Bank Act) having its Corporate Centre at and amongst other places a Branch, (hereinafter referred to as “the Bank”) in favour of **ICMR-National Institute of Research in Tribal Health – Jabalpur-482003**. (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs.(Rupees) at the request of (Name of Firm) (hereinafter referred to as “the Contractors”).

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. (Rupees) and the Guarantee shall remain in full force upto and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the bank on or before.....

Whereas you have entered in to a contract reference No.Dated With (Name of Firm) for providing manpower (skilled and unskilled) services and whereas (Name of Firm) has undertaken to produce Bank Guarantee for the 10% of the contract price amounting to Rs. (Rupees) to secure its obligations to **ICMR-National Institute of Research in Tribal Health – Jabalpur – 482003**. for the contract period from _____ to _____.

We, (Name of Bank) Hereby expressly irrevocably and unreservedly undertake and guarantee as Principal obliges on behalf of (Name of Firm) that in the event **ICMR-National Institute of Research in Tribal Health, Jabalpur-482003** declares to us through you that (Name of Firm) has not fulfilled the obligations under the said contract to pay you on demand without any reference to M/s an amount of Rs.(Rupees.....) Notwithstanding any right/disputes raised by (Name of Firm) or any said or proceedings pending in any competent Indian Court or before any arbitration tribunal, your written demand shall be conclusive evidence to us that such payment is payable under the terms of the said contract and shall be binding in all respect onus.

We shall not be discharged or released from the aforesaid undertaking and guarantee by any arrangements, variations made between you and (Name of Firm) indulgence to (Name of Firm) by you with or without our consent and knowledge or by alterations in the obligations of (Name of Firm) by any forbearance whether as to payment time performance or otherwise.

We further agree and undertake not to revoke this guarantee before the same is discharged in writing by you.

This guarantee shall remain valid until

Notwithstanding anything contained herein.

- Our liability under this guarantee is restricted to Rs.(Rupees.....).
- This Bank Guarantee shall be valid up to.....
- We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if your serve upon us a written claim or demand and received by us or before i.e. the date of expiry of this bank guarantee.
- The Bank Guarantee should be returned to us after the expiry date for cancellation purpose, even if the original guarantee is not returned, our liability on this guarantee ceased to exist.

Dated at at this Day of.....

Dated: _____
Place: _____

(Signature of authorized officer of the Bank)

Witness (Name, Address & Signature)

- 1.
- 2.

Annexure-VI

(To be submitted on Agency's Letter Head)

To,

The Director
ICMR-National Institute of Research in Tribal Health,
Nagpur Road, P.O.-Garha,
Jabalpur – 482 003.

Sub: Authority letter for attending tender opening for tender ref. no. _____.

Sir,

I hereby authorized Mr. _____ having Aadhar no./Voter Id/ Pan card (copy enclosed) _____ to attend tender opening on _____ at ICMR-National Institute of Research in Tribal Health, Jabalpur.

Name:

Seal:

Date:

Place:

Annexure-VII

Certificate on Non-Participation of near Relatives in the Tender
(for providing Manpower (skilled and unskilled) services for ICMR-NIRTH, Jabalpur)

Tender Reference No.....

CERTIFICATE

I _____ S/o _____, R/O _____ hereby certify that none of my relative(s) is/are employed in ICMR-NIRTH, Jabalpur. In case at any stage, it is found that the information given by me is false/in-correct, ICMR-NIRTH, Jabalpur shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed _____
For and on behalf of Contractor
Name (caps) _____
Position _____
Date _____

Note : In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and bid security/security deposit shall be forfeited at any stage whenever it is so noticed. The department shall not pay any damages to the company or firm or the concerned person. The company or firm or the persons shall also be debarred for further participation in the concerned unit.

Signature of the Bidder

Annexure-A

Engagement of contract services for providing the House Keeping, Cleaning, Horticultural maintenance, Data Entry Operators and Multi Tasking Staff Services for day to day running of office on outsourcing contract basis as per eligibility criteria as per the terms & conditions given in this document, at ICMR-NIRTH, Jabalpur.

Sl. No	Manpower	Category	Minimum Required Number
1.	Beldar	Un-skilled	14
2.	Safai Karamchari	Un-skilled	06
3.	Data Entry Operator (Jabalpur-05, MRHRU, Datia Madhya Pradesh -01, Jheet Patan, Durg, Chhattisgarh-01	Skilled	07
4.	Multi Tasking Staff (MRHRU, Datia Madhya Pradesh-01, Jheet Patan, Durg, Chhattisgarh - 01	Skilled	02

Number of required unskilled & skilled may vary at the work place as per the requirement of office.