

Tender No. D-25/Misc/19-20/Outsourcing/01



(Corrigendum 2)

TENDER DOCUMENT

TENDER

FOR SUPPLY OF MANPOWER

(Highly-Skilled, Skilled and Unskilled)

TO

ICMR-National Institute of Cholera and Enteric Diseases

**P-33, C.I.T. Road, Scheme XM,
Beliaghata, Kolkata-700010**

TENDER TITLE: FOR SUPPLY OF MANPOWER (Highly-Skilled, Skilled and Un-skilled)

TENDER REF NO: D-25/Misc/19-20/Outsourcing/01

TENDER ID: 2019_DoHR-486197_1

TENDER LAST DATE: 13.12.2019, 01.30 P.M

1. PREFACE:

Sealed Tenders are invited by the Administrative Officer, ICMR-National Institute of Cholera and Enteric Diseases (hereinafter referred to as 'ICMR-NICED' or 'Institute'), Kolkata on behalf of the Director, ICMR-NICED, Kolkata under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for providing manpower under Highly-skilled, Skilled and Un-skilled categories at ICMR-NICED, Kolkata located at the address mentioned below for two years (extendable to further one year) on the terms and conditions mentioned in the tender document.

2. NAME AND ADDRESS OF THE AUTHORITY

Administrative Officer,
ICMR-National Institute of Cholera and Enteric Diseases,
P-33, C.I.T. Road, Scheme XM,
Beliaghata, Kolkata-700010
Phone: 033-2370 1176, E mail: aoniced@gmail.com

2.1.ADDRESS FOR DOWNLOADING TENDER DOCUMENT:

<http://www.niced.org.in>

2.2.CONTACT PERSON(S) FOR ANY QUERIES RELATED TO TENDER:

Tender related clarification may be obtained from:
Administrative Officer, ICMR-NICED, Kolkata
Written queries can be sent by email at: aoniced@gmail.com
Telephone: 033-2370 1176

3. Brief Details of the Tender:

	Name of the work & location	Details
i.	Tender fee :	INR 1,500/-
ii.	Tender No.:	D-25/Misc/19-20/Outsourcing/01
iii.	Submission of Earnest Money Deposit (EMD)	EMD equal to Rs.1,70,000/- in the form of Demand Draft/Pay order only in the name of "Director, NICED", payable at Kolkata
iv.	Place of Payment	ICMR-NICED, Kolkata
v.	Last date of the Submission/Receipt of the Tender (Part I and Part II)	13.12.2019, 01.30 PM

The cost of tender document is **Rs.1,500/-** (Rupees One Thousand Five Hundred only) payable by Demand draft/Pay order or cash in favour of "**Director, NICED**", payable at Kolkata, at the cash counter of the ICMR-NICED Office, Kolkata. The cost of tender may be submitted along with Technical bid in the form of a Demand draft/Pay order in favour of "**Director, NICED**", payable at Kolkata. The cost of tender document is **NON-REFUNDABLE**. Tender submitted without cost and EMD are liable to be rejected.

4. SCHEDULE FOR INVITATION FOR BIDS:

- i. Date of issue/opening/publish of Tender (**Corrigendum 2**)
Document : **29-11-2019, 05.30 P.M.**
- ii. Last date of downloading of Tender : **13-12-2019, 01.30 P.M.**
- iii. Last date of receipt of Tender : **13-12-2019, 01.30 P.M.**
- iv. Date and time of opening of Tender (Technical Bid) : **13-12-2019, 03.00 P.M.**
- v. Date and time of opening of Financial Bid : Notify in website/inform to qualified vendor
- vi. Bid will be opened at ICMR-NICED I, Building, Beliaghata, Kolkata-700 010.

5. PERIOD FOR VALIDITY OF TENDER DOCUMENT: Six months from the date of opening of the Tender.

6. TYPE OF BID: Two bid system i.e. Technical bid Financial bid

7. SCOPE OF WORK:

1. Detailed scope of Work for Security Service:

- a. To check /prevent unauthorized person(s) from entering all the premises of ICMR-NICED,
- b. To apprehend miscreants, prevent tampering of doors, windows, locks of laboratory rooms/stores / office/ guest room etc. of the ICMR-NICED and to prevent interfere if there is any attempt to damage /remove any property of the ICMR-NICED including equipment, etc. stored inside the premises,
- c. To arrange for inspection of area at regular interval during day and night along the boundary walls from inside and check prevent any unusual sign of movement, damage etc.,
- d. To blow whistle interval during night hours to identify the location of other security personnel and to keep them alert,
- e. To take part in fire-fighting, rescue operation etc. on the event of emergency,
- f. To show utmost courtesy to the employees and visitors of the ICMR-NICED,
- g. To take charge of the responsibility of the ICMR-NICED's keyboard,
- h. To submit daily report in the morning or at such time as required by the Director of ICMR-NICED or her representative about the security violations if any,
- i. To cooperate with the ICMR-NICED in all matters relating to security services.

2.1 Detailed Scope of Work for Housekeeping Service

- a. Cleaning of premises outdoor and indoor (including rooms/walls/sheds/windows/glass frames/ventilators/iron gates etc.) in all the buildings of ICMR-NICED viz. NICED-I Building, NICED-II Building & JICA-NICED Building,
- b. Cleaning of the entire road-area in the campus,
- c. Cleaning of the toilets (ladies & gents) in all the above buildings,
- d. Cleaning materials are to be provided by the Contractor.

2.2 Operations to be carried out daily

- Sweeping of all areas specified above.
- Mopping all areas specified above except areas under 1 (b) above.
- Dusting of doors, windows, ventilators and removing of cobwebs.
- Removal of garbage from the office premises to a location designated by CMC.
- Cleaning of toilets (ladies and gents) thrice in a day to the entire satisfaction of their Officer-in-Charge.

2.3 Operations to be carried out weekly

- Scrubbing of floors of corridors by scrubbing machine and staircases, switch boards manually, wherever necessary and by using brushed with detergent of good quality/liquid soaps, etc.,
- Cleaning of glasses of doors, windows and ventilators including handles, knobs, switch boards etc. in the areas specified above manually, wherever necessary and by liquid soap/chemical/detergent etc. including removal of cobwebs,
- Washing of glazed tiles on walls, urinal pots, WC Pans, sinks, wash basin and all other fittings & fixtures using disinfectant material like Phenyl, Vim, Detergent Powder, Acid, Liquid Soap etc.
- Putting of sanitary cubes and naphthalene balls in urinal pots/wash basins and air freshener sticks in containers.
- Dusting and cleaning and mirrors, doors, windows and ventilators and removal of cobwebs in the toilets.
- Rubbing and polishing on old marble chips on marble stone flooring with superior quality was polish.
- Cleaning & scrubbing of buckets, mugs etc. once a week in toilets.

8. (a) Requirement of Manpower:

Manpower required at	Highly-Skilled Manpower (Supervisor)		Skilled Manpower (Security Guard)	Unskilled Manpower (House Keeping)		Total Manpower
	Security	Housekeeping		Morning shift	Day shift	
ICMR-NICED -I	1 (12 hours)	0	6 (8 hours, 2 in each shift)	0	0	7
ICMR-NICED -II	1 (12 hours)	1 (12 hours)	15 (8 hours, 5 in each shift)	7 (8 hours)	6 (8 hours)	30
JICA- NICED Building	1 (12 hours)	1 (12 hours)	18 (8 hours, 6 in each shift)	6 (8 hours)	4 (8 hours)	30
ICMR-NICED Virus Laboratory	0	0	3 (8 hours, 2 in each shift)	0	0	3
Total	3	2	42	13	10	70

The number of manpower may be increased or decreased at the discretion of the competent authority of ICMR-NICED from time to time.

The contractor shall pay the applicable minimum rate of wages as laid down by the Office of the Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India from time to time. ICMR-NICED is not governed by Shops and Establishment Act or none of the provisions of Shops and Establishment Act is applicable as this Institute is a constituent part of the Indian Council of Medical Research, Department of Health Research, Ministry of Health & Family Welfare, Government of India.

(b) Qualification, Experience and Age Limit for the Manpower to be deployed by the Companies/Firms/Agencies:

1) Highly-Skilled Manpower (Supervisor): -

- i. Educational Qualification:** Any graduate from any recognized University of Central or state Government and having the basic knowledge to read and write in English
- ii. Experience:** Preferred – one-year experience in the requisite field
- iii. Age:** He/She shall be between the age group of 18 years to 45 years. Age may be relaxed on special circumstances under the control of the competent authority.

2) Skilled Manpower (Security Personnel):

- i. Educational Qualification:** 10+2 examination passed from any recognized Board of Central or state Government
- ii. Experience:** Preferred – one-year experience in the requisite field
- iii. Age:** He/ She shall be between the age group of 18 years to 45 years. Age may be relaxed on special circumstances under the control of the competent authority.

3) Un-skilled Manpower (Housekeeping Staff):

- i. Educational Qualification:** A person shall be preferably 8th standard passed and have basic knowledge to read in English.
- ii. Experience:** Preferred – one-year experience in the requisite field
- iii. Age:** He/She shall be between the age group of 18 years to 45 years. Age may be relaxed on special circumstances under the control of the competent authority.

9. TERMS AND CONDITIONS FOR CONTRACTOR TO PAY WAGES TO DEPLOYED MANPOWER:

- i.** ICMR-NICED will provide the monthly attendance details of deployed manpower to prepare a bill by contractor.
- ii.** On the basis of bill, contractor shall pay the wages, ESI and EPF to each employee.
- iii.** After transferring the monthly wages, EPF and ESI to his/her deployed manpower, contractor shall submit the bill to ICMR-NICED with pay bill, EPF and ESI Details.
- iv.** Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the ICMR-NICED every month.

- v. The normal time to make the payment by the ICMR-NICED is 45 days to 60 days from the date of receipt of the bill.
- vi. Contractor shall be capable to pay the wages as per tender document timely before 10th of every month from his own resources.
- vii. Contractor shall be capable to pay monthly wages up-to 3 to 4 months from his own resources in case of delay in payment by ICMR-NICED due to unavoidable circumstances.
- viii. The deployed manpower may be the employee/contractual employee of the bidder firm but they cannot be treated anyway as the employee of ICMR-NICED.
- ix. The contractor shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
- x. In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.
- xi. Requisite manpower shall be provided within 10 days from the acceptance of the contract.

10. TERMS AND CONDITIONS FOR DEPLOYED MANPOWER

- i. The deployed manpower will get the benefit of Gazetted holidays as notified/ declared by ICMR-NICED. For holiday on these days, the deployed manpower will be paid wages at the rate equivalent to the average of his daily wages. The bill for Gazetted holidays shall be claimed on month to month basis.
- ii. The deployed security personnel have to work from Monday to Sunday in three shifts and the deployed housekeeping personnel have to work from Monday to Saturday in two shifts, as mentioned above.

11. EARNEST MONEY DEPOSIT (E.M.D.):

Every bidder shall submit the Earnest Money Deposit equal (EMD) *i.e.*, bid security of Rs.1,70,000/- (Rupees one lakh seventy thousand) only in the form of Demand Draft/Pay order only in the name of “**Director, NICED, Kolkata**”, payable at Kolkata. The EMD shall be submitted in closed envelope. The EMD of all the unsuccessful and L-2 onward bidders will be returned on approval of lowest one bidder (L-1) by the competent authority of ICMR-NICED.

12. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

Security Deposit cum Performance Guarantee of Rs.8,50,000/- (Rupees eight lakh fifty thousand) only shall be submitted along with acceptance of work order in the form of Fixed Deposit/Bank Guarantee only in the name of “**Director, NICED**”, payable at Kolkata, having validity of two years. In case the contract is further extended, the performance security deposit will have to be accordingly renewed by the successful bidder. After submission of the Security Deposit cum Performance Guarantee by the successful Bidder, the corresponding EMD shall be released to him/her.

Security Deposit cum Performance Guarantee will be released by ICMR-NICED after the successful completion of the contractual period. Performance guarantee may be forfeited (partly/ fully) in case if ESI, EPF compliance is not met depending upon the cause, 10% at first instance and in multiples of ten at every next instance.

13. PROCEDURE FOR SUBMISSION OF BIDS:

Technical Bid (Sealed Cover-1) and Financial Bid (Sealed Cover-2) are to be submitted under a sealed cover addressing to the 'Director, ICMR-NICED, Kolkata' either by post or by courier or in person on or before 13.12.2019.

14. TECHNICAL BID: ELIGIBILITY CONDITIONS:

The tendering Company/Firm/Agency shall fulfill the following technical specifications for Technical Bid:-

- i.** The Company/Firm/Agency shall have at least three years' experience in successfully providing Highly-skilled, Skilled and Unskilled manpower to Government or Public Sector Companies/Banks, etc.
- ii.** The Company/Firm/Agency shall have financial turnover of at least Rs.50 lakhs per annum for each of the last three years.
- iii.** The manpower Company/Firm/Agency shall have been registered with the appropriate registration authority.
- iv.** Tenderer shall provide a self-attested copy of valid manpower license from the Regional Manpower Commissioner for specific number required for the contract under Contract Manpower (Regulation & Abolition) Act, 1970.
- v.** The Head Office/ Branch Office of the manpower Company/Firm/Agency shall be located in Kolkata.
- vi.** The Company/Firm/Agency shall have been registered with the Income Tax and Service/GST Tax Department.
- vii.** The Company/Firm/Agency shall have been registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act.

Note: Documentary evidence is required to establish the eligibility requirements for the conditions mentioned in TECHNICAL BID.

15. EVALUATION CRITERIA:

- i.** Total number of Bids received will be announced to bidders during Bid opening time.
- ii.** Technical and financial Bid will be opened by Designated Evaluation Committee in presence of bidders.
- iii.** Technical Bid will be opened first. Only Bidders who qualify Technical Bid will be considered for Financial Bid and only their financial bid will be opened. Financial Bid of the unqualified bidders in Technical Bid will not be opened.
- iv.** Price quoted in financial bid will be announced to bidders.
- v.** Evaluation committee will evaluate the Technical and Financial Bid and submit their reports to the competent authority.
- vi.** On the approval of Competent Authority, Lowest One (L-1) bidder name will be declared.

16. GENERAL INSTRUCTIONS:

- i.** Interested Parties shall submit their sealed tenders after inspection of the premises. The inspection of the premises can be made between 11.00 a.m. and 04.00 p.m. on all working days (Saturday and Sunday are Holiday) till the last date of download of Tender.
- ii.** ICMR-NICED reserves the right to accept or reject tender in part or full without assigning any reasons whatsoever.
- iii.** ICMR-NICED takes no responsibility for delay, loss or non-receipt of applications.
- iv.** The contract shall commence from the date of receipt of acceptance of the work order. The work order issued by this office shall be accepted by the tendering Company/Firm/Agency within 10 days from the receipt of the order or 15 days from the date of the said order whichever is earlier and the contract will continue initially for a period of two years from the date of award of work order and may be renewed for further period of one year unless it is curtailed or terminated by the ICMR-NICED owing to deficiency of services, sub-standard quality of highly skilled/ skilled/unskilled manpower deployed, breach of contract, reduction or cessation of the requirements or for any appropriate reason.
- v.** The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- vi.** The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the contractor and additional manpower shall be withdrawn at the given time. If the requirement is increased, the contractor shall provide additional manpower for highly skilled, skilled and unskilled manpower on the same terms and conditions in reasonable time.
- vii.** All selected manpower shall wear Identity Card provided by the contractor every day during working hours.
- viii.** The tenderer will be bound by the details furnished by him/her to this Office, while submitting the tender or at any subsequent stage. In case any of such document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract in Kolkata jurisdiction only.
- ix.** The persons deployed shall observe all etiquette and protocol while performing duty and shall be in proper formal dress.
- x.** The successful tenderer will have to deposit the Contact agreement duly signed as per draft Annexure “A ” and Data Security Certificate Annexure “B”
- xi.** All the documents should be duly signed by the Tenderer.

17. PERIOD OF CONTRACT / TERMINATION NOTICE

The contract shall be valid initially for a period of two years from the date of award of work order. This contract may be renewed for further period of one year on the same terms and conditions as mentioned in the tender document, provided the requirement of the office for the above manpower persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected

Company/Firm/Agency. Either party can terminate the contract at any time by giving three months prior notice in writing.

18. RIGHT TO ACCEPT OR REJECT TENDER

- i.** The right of acceptance of tender will rest with ICMR-NICED.
- ii.** ICMR-NICED reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

19. BIDDER TO GET INFORMED HIMSELF/HERSELF FULLY:

The authorized signatory of tender document will be deemed to have carefully read and understood the tender documents along-with the terms and conditions and thereafter he has filed the tender document for bid process.

20. LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

- i.** The contracting agency shall ensure that the individual highly skilled, skilled and unskilled manpower deployed in the ICMR-NICED having the requisite qualifications, skills and meeting the age as prescribed in the tender document.
- ii.** The contracting company shall provide Bio-data of each person deployed by him in format prescribed by this Institute.
- iii.** The contractor shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to this Institute.
- iv.** ICMR-NICED have five working days (i.e. Monday to Friday) in a week from 9.30 a.m. to 6.00 p.m. with a lunch break of half an hour from 1.30 p.m. to 2.00 p.m. Besides this, the Department observes gazetted holidays notified by the Government of India. However, highly-skilled, skilled and un-skilled manpower are required to work as per the above mentioned timing.
- v.** The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual Highly-Skilled/ Skilled/Unskilled manpower deployed by them at this Institute in the given time limit:
 - a.** List of persons deployed [monthly]
 - b.** Bio-Data with antecedents' details, if any, of the persons deployed [at the time of deployment]
 - c.** Birth proof of the candidates [at the time of deployment]
 - d.** Copy of Aadhaar Card of the candidates [at the time of deployment]
 - e.** Identity Cards issued by contractor bearing photograph [within 8 days]
 - f.** Identity proof and residential proof [at the time of deployment].
- vi.** In case, the person employed by the contractor commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence, the contractor shall be liable to take

appropriate disciplinary action against such persons, including their removal from the site of work.

- vii.** The Contractor shall replace immediately any of its personnel found unacceptable to this Institute because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.
- viii.** The office hours for the person deployed are 9.30 am to 6.00 pm. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.
- ix.** All the issues related to contract, monthly payments etc. shall be communicated and processed by the appropriate authority of ICMR-NICED.
- x.** The contractor shall provide a substitute within 10 days in the event of any person leaving the job due to his/her personal reason. The delay by the agency in providing a substitute beyond ten working days will attract pre-agreed liquidated damages @ Rs.1,000/- per day on the service-providing agency.
- xi.** For all intents and purpose, ICMR-NICED shall be the “Principal Employer” and the service providing agency shall be the “Employer” within the meaning of different Manpower Legislations in respect of the manpower employed and deployed at this Institute. The persons deployed by the contractor at ICMR-NICED shall not be treated as the employees of this Institute and cannot claim the ‘Master and Servant’ relationship in any case.
- xii.** The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The office shall, in no way be responsible for settlement of such issues whatsoever.
- xiii.** This Institute shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- xiv.** The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of this Institute during the occurrence and/or after expiry of the contract.
- xv.** In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity at this Institute.

21. LEGAL

- i.** The service providing agency shall pay the applicable minimum rate of wages as laid down by the Office of the Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India from time to time.
- ii.** The contractor shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by them in this office.

- iii.** The contractor shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- iv.** The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law.
- v.** The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.
- vi.** In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.
- vii.** The contractor shall keep ICMR-NICED indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the ICMR-NICED in connection with any claim that may be made by any workmen. The Contractor shall also execute an indemnity bond in favor of ICMR-NICED in the standard format, in this regard. The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.
- viii.** Disputes & Differences: Decision of the Director, ICMR-NICED regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to an Arbitrator.

22. TERMINATION

This agreement may be terminated by either partly or fully by giving three months' notice in writing of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the contractor shall take steps to withdraw all employees in a smooth and orderly manner.

23. MODE OF PAYMENT

- i.** The contractor shall raise the bill, in triplicate, along with attendance sheet duly verified by the appropriate authority of ICMR-NICED in respect of the persons deployed and submit the same to this Institute in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that month and shall also be accompanied with the details of ESI & EPF deposit slip for the previous month.
- ii.** The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the competent authority of this Institute.
- iii.** The successful service provider shall submit necessary bank details, duly authenticated by the concerned bank authority, for making e-payment at the time of entering into contract.

24. FORCE MAJEURE

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

25. ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID:

1. Application - Technical Bid in Form-I and Financial Bid in Form-II under a sealed cover,
2. Attested copy of the registration of agency,
3. Attested copy of the valid manpower license from the Regional Manpower Commissioner,
4. Attested copy of PAN/GIR Card,
5. Attested copy of the latest IT return filed by the agency,
6. Attested copy of the GST certificate,
7. Attested copy of the PF registration letter/certificate,
8. Attested copy of the ESI registration letter/certificate,
9. Certified documents in support of entries in column 12 and 13 of Technical Bid application,
10. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as token of their acceptance.

26. ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF HIGHLY-SKILLED, SKILLED & UNSKILLED MANPOWER:

List of highly-skilled, skilled and unskilled manpower shortlisted by the ICMR-NICED, for deployment at this Institute with details of the employees as follows:

1. Bio-Data of all persons in the format prescribed by the office
2. Birth proof of the candidates
3. Letter of deployment from the contractor.
4. Copy of Aadhaar card of the candidates
5. Contract agreement duly signed as per Annexure “A”
6. Data Security Certificate as per Annexure “B”
7. Identity Cards issued by contractor bearing photograph.
8. Identity proof and residential proof.

FORM – 1
TECHNICAL BID

For providing Highly-Skilled, Skilled and Unskilled manpower to the ICMR-NICED, Kolkata

1. Name of the Tendering Company/Firm/Agency (Attach certificate of registration): _____
2. Name of the Proprietor /Director of Company/Firm/Agency: _____
3. Full address of the Registered Office: _____

Telephone Number: _____
FAX No. _____
E-Mail Address _____
4. Full address of the Branch Office within the city limit of Kolkata, if any (mandatorily required for outstation contractor): _____

Telephone Number: _____
FAX No. _____
E-Mail Address _____
5. Banker of Company/Firm/Agency (Full Address) _____
(Attach certified copy of statement of A/c for the last three years) _____
Telephone Number of Banker _____
7. PAN/GIR No. _____
(Attach attested copy)
8. GST Registration No. _____
(Attach attested copy)
9. E.P.F. registration Number _____
(Attach attested copy)
10. E.S.I. Registration Number _____
(Attach attested copy)

11. Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years (Attach separate sheet if space provided is insufficient):

Financial Year	Amount in Lakhs	Remarks if any
2016-17		
2017-18		
2018-19		

12. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

Sl. no.	Details of client along with address, telephone numbers	Type of manpower supplied	Amount of Contract (in Lakhs)	Duration of Contract	
				From	To
1.					
2.					
3.					

(If the space provided is insufficient, a separate sheet may be attached)

13. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person

Name: _____

Seal: _____

Date:

Place:

DECLARATION:

- _____ Son/Daughter/Wife of Shri ----- signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document:
- I have carefully read and understood all the terms and conditions of the tender including Contract Agreement (Annexure A) and Data Security Certificate (Annexure B) and undertake to abide by them:
- The information/documents furnished along with the above application are true 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:

Signature of authorized person

Date:

Place:

Full Name: _____

Seal: _____

FORM – 2
FINANCIAL BID

Tender Inviting Authority: Administrative Officer, ICMR-NICED, KOLKATA							
Name of Work: FOR SUPPLY OF MANPOWER (Highly-Skilled, Skilled and unskilled)							
Tender No. D-25/Misc/19-20/Outsourcing/01							
Name of the Bidder/Bidding Firm/Company:							
PRICE SCHEDULE: Rate of daily wages should not be less than the applicable rates of minimum wages for scheduled employments in the Central Government Organizations.							
Description of manpower (1)	No. of employees deployed (2)	Daily wage rate per person per shift (3)	No. of days deployed in a week (4)	Sub-total (Rs.) (5=2x3x4)	Employees Provident Fund as per applicable rate (6)	Employees State Insurance as per applicable rate (7)	Total (Rs.) (8=5+6+7)
Highly Skilled-Supervisor (Security Service)	3 (12 hours)		7 days				
Highly Skilled-Supervisor (Housekeeping)	2 (12 hours)		6 days				
Skilled (Security Guard)	30 (8 hours)		7 days				
Unskilled (Housekeeping)	22 (8 hours)		6 days				
Weekly sub-total							
Total for the contractual year (i.e., 52 weeks)							
Contractor's Service Charge							
Total							
GST as per applicable rate							
Grand Total							
Grand Total in words:							

N.B.:

- The rates quoted by the tendering agency shall be inclusive of all statutory/taxation liabilities at the time of entering into the contract.
- The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower

Signature:

Full Name: _____

Date:

Place:

ANNEXURE 'A'

CONTRACT AGREEMENT

(Agreement to be executed on Rs.500/- Non-judicial Court Stamp)

An agreement made this day of BETWEEN
..... (hereinafter called the contractor or
contracting agency which expression shall include his legal representatives) of the **one part** and the
Administrative Officer, ICMR-NICED. Kolkata (herein after referred as “the Government” or
“Department” or “ICMR-NICED , Kolkata” which shall also include any person authorized by the
ICMR-NICED) of the **other part** and WHEREBY the contractor agrees to supply the Highly-
skilled, Skilled and Unskilled manpower to perform the work specified to them successfully on
contract basis to ICMR-NICED as mentioned in the tender document of ICMR-National Institute of
Cholera and Enteric Diseases, P-33, C.I.T. Road, Scheme XM, Beliaghata, Kolkata-700010 as per
details given below :

Sl. No.	Description of Manpower	Rate for single manpower including daily wages, EPF, ESI, Contractor services charges and any other legal liability including bonus	GST	Total	Total No. of manpower being supplied	Total amount per month
1.	Highly-Skilled manpower					
2.	Skilled manpower					
3.	Unskilled manpower					

and on the terms and conditions hereinafter mentioned viz. : -

- i. 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-NICED or any person authorized shall accrue/arise implicitly or explicitly.

- ii.** That the number of Highly-skilled, Skilled and Unskilled manpower will be purely need based. Therefore, the number of Contractor’s workers may be increased or decreased as per the requirement. ICMR-NICED will be under no obligation to engage any specific number of Contractor’s workers during the period of contract.
- iii.** That this Contract shall remain valid for a period of two years w.e.f. initially and if the services are found satisfactory the same may be extended for another one year. However the Administrative Officer, ICMR-NICED or a person authorized by him shall have full power to terminate the contract if the manpower supplied is not functioning to the satisfaction.
- iv.** that the Administrative Officer, ICMR-NICED or a person authorized by him shall have full power to reject the contract for highly-skilled, skilled and unskilled manpower which to the true intent and meaning is not in accordance with the requirement of the tender document
- v.** The Administrative Officer, ICMR-NICED or a person authorized by him reserves the right to

 - a. Terminate this contract by giving notice of three months in advance any time during the contract.
 - b. To enter in to parallel contract for similar services with other agencies/person whenever it is found necessary.
 - c. To extend the contract to further period, if required, from the date of expiry of the initial period, at the same rates, terms and conditions.
- vi.** That the contracting agency will be entirely responsible for execution of this contract in all respects in accordance with the conditions of this contract and shall not assign or sub-let the same.

- vii.** If the contracting agency becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof, the Administrative Officer or a person authorized by him may on behalf of the Government terminate the contract and forfeit the said deposit and recover from the contractor any loss suffered by the Government on account of the contract being terminated.
- viii.** If any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same shall be referred to the arbitration of the Administrative Officer, ICMR-NICED or if he is unable or unwilling to act as arbitrator to the arbitration of any person nominated by him in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.
- ix.** The contracting agency as a taxable service provider, must have registered with Central Excise Department and obtained Registration No. (15 digits Service/GST Tax Code Number) and shall attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans shall be serially numbered and it shall contain the Name and address of Service Provider, Service Receiver, Description of service, Value of GST payable thereon.
- x.** The contracting agency shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the Administrative Officer, ICMR-NICED or a person authorized by him.
- xi.** That the contractor shall keep the ICMR-NICED or any person authorized by him or ICMR-NICED indemnified against all claims whoever 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 primary responsibility of the contractor to contest the same. In case ICMR-NICED or any person authorized by him or ICMR-NICED is made party and is supposed to contest the case, the ICMR-NICED or any person authorized by him or ICMR-NICED 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-NICED or any person authorized by him or ICMR-NICED on demand. Further, the contractor will ensure that no financial or any other liability comes on ICMR-NICED or any person authorised by

him or ICMR-NICED in this respect of any nature whatsoever and shall keep ICMR-NICED or any person authorised by him or ICMR-NICED indemnified in this respect.

- xii.** That the contractor shall further keep the ICMR-NICED or any person authorised by him or ICMR-NICED indemnified against any loss to the ICMR-NICED or any person authorized by him or ICMR-NICED property and assets. The ICMR-NICED or any person authorised by him or ICMR-NICED 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.

- xiii.** That the contracting agency shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the tender document. If not, the same may be terminated and the Security deposit cum Performance guarantee will be forfeited and further the work may be got done from another agency at their risk and cost.

- xiv.** The security deposit cum Performance guarantee shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the ICMR-NICED on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

- xv.** In case of any discrepancy in the contract agreement in respect of tender document, the tender document will prevail.

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

Signed by the said contracting agency in the presence of: -

1st Witness Address

2nd Witness Address

Signed for and on behalf of the Administrative Officer, ICMR-NICED in the presence of : -

1st Witness

Address

2nd Witness

Address

DATA SECURITY CERTIFICATE

I / We hereby certify that the ICMR-National Institute of Cholera & Enteric Diseases, Kolkata, shall have absolute right on the digital data and output products processed / produced by me / us. I / We shall be responsible for security / safe custody of data during processing. I / We also certify that the digital topographical data will not be taken out of the office building premises on any media. The original input data supplied to me / us by the ICMR-NICED or digital data and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of the ICMR-NICED. I / We shall abide by all security and general instructions issued by ICMR-NICED from time to time.

I / We also agree that any data of ICMR-NICED, will be deleted from my / our computer system in the presence of the observer of the respective office after completion of the task.

Signature of the Contracting Agency

Signature of the Witnesses

(1)

(2)