

**Tender No. D-25/Misc/19-20/
Outsourcing/01
Dated : 22.10.2019
NIT No. 2019_DoHR_486197_1**

For

**Supply of Manpower
At
ICMR-NICED Buildings,
Kolkata**

Tender Documents

For

Supply of

Manpower (outsourcing)

at

ICMR-NICED-I,

ICMR-NICED-II and

JICA-NICED Building

Kolkata

ICMR-National Institute of Cholera and Enteric Diseases

(Department of Health Research, Ministry of Health & Family Welfare, Govt. of India)
P-33, C.I.T. Road, Scheme XM, Beliaghata, Kolkata – 700 010
Web site: www.niced.org.in,

Telephone No. : 033-2353-6479, 2370 -4478/5533.

Fax no. : 033-2370-5066,
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Mail- store.niced@icmr.gov.in, storniced1@gmail.com

NIT No. 2019_DoHR_486197_1
No. D-25/Misc/19-20/Outsourcing/01

Dated : 22.10.2019

TENDER NOTICE

Sealed Tenders are invited in two bids (Technical Bid & Price Bid) upto 1.30PM for **Bid – A & B** on **21.11.2019** from reputed, reliable, experienced & bonafide agencies having registration under Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Act, 1971 and other rule covered under the act for the following services separately for 3 (three) buildings in Kolkata.

Bid – A : Security Personnel (watch & ward) – Supervisor for 3 buildings and Security Guard for 3 buildings.

Bid – B : House-keeping Personnel (cleaning & conservancy) - House Keeping Supervisor for 2 buildings and House Keeping for 2 buildings.

Candidates, proposed to be engaged, should have passed at-least 10+2 standard with three years' experience for supervisor as Security Supervisor/ Housekeeping Supervisor in any government organisation/PSU/Autonomous organisation/Private firm and 10th standard for Security Guards from a recognized Board/University and be able to read and write in Hindi, English and regional Languages with minimum five years experience. The person deployed should 8th Class Pass with five years experience as a house keeping in any government organisation/PSU/Autonomous organisation/Private firm. A proof of minimum qualification is required to be submitted at the time of placement in the office. The candidates should be young in the age group of 18-40 years, active and must be having good health.

The rates should be inclusive of minimum wages, statutory obligation such as E.S.I., E.P.F., G.S.T., G.S.T. etc. Cost of cleaning materials. Tender Form and details Terms & Conditions may be obtained from our web site www.niced.org.in.

Interested agencies / firms may inspect the buildings with the prior permission from Competent Authority before submitting their Tenders.

Terms & Conditions :

01. Payment of Bonus, Overtime, Replacement of Staff and Liveries should be borne by the Agency/Firms.
02. No responsibility will be borne by the Institute for any death or casualty on any persons to be deputed in duty due to electrocutions, fire, hazards or any untoward incidence OR adequate insurance cover for any accident or injury sustained during execution of work at ICME-NICED, Kolkata should be taken for the personnel engaged for the work by the agency.
03. The bid documents should be sealed and to drop it in the tender box put before the Despatch Section (**Rooms No. 204, 1st Floor, ICMR-NICED-I Building**) on any working days from Monday to Friday during Office Hours from 11.00 AM to 05.00 PM along with DD/Pay Order of **Rs.1,500/-** (Rupees one thousand five hundred only) as cost of tender fees and DD/Pay Order of **Rs.2,40,000/-** (Rupees two lac forty thousand only) as EMD and in the name of **the Director, NICED, Kolkata** DD/Pay Order should be drawn on any nationalized bank.
04. Security personnel should be well trained up in operating fire-fighting equipment like fire extinguisher and other modern fire alarm system. It is desirable that the security personnel to be deployed will be able to handle fire equipments and circuits of these building, if necessary. Security personnel should be well behaved, smart, intelligent and disciplined with good health.

Expression of Interest Documents (EOI)

Sealed quotations are invited in two bid system (Technical & Financial) from reputed manpower providing agencies for outsourcing different categories of manpower on contract basis working with Govt. of India/ Govt. of West Bengal/Autonomous bodies of Govt. of India.

NDEX

Sl. No.	Description	Page
1	Introduction	7
2	Calendar Event	8
3	Submission of EOI	9
4	Type and Nature of Work	10
5	General Terms & Conditions	11

INTRODUCTION

ICMR-National Institute of Cholera & Enteric Diseases (**ICMR-NICED**), Kolkata is a premiere Institute of Indian Council of Medical Research and engaged for significant research work on Diarrhoeal diseases and others infectious diseases. ICMR-NICED is publishing scientific papers with high impact factors and contributing to development of manpower. Collaborative research with various national and international organizations is other scope of activities of ICMR-NICED.

It is an Autonomous body funded by Govt. of India under Department of Health Research, Ministry of health & family welfare.

CALENDER EVENT

Date of Issue of Documents	22.10.2019 at 05.00 PM
Pre-Bid meeting	04.11.2019 at 03.00 PM
Last Date of Submission	21.11.2019 at 01.30 PM.
Place of Submission of EOI Documents	Tender Box kept on the 1 st Floor, at ICMR-NICED-I Building.
Date of opening of Technical Bid	21.11.2019 at 03.00 PM.
Date of opening of Financial Bid	To be announced after Verification of Technical Documents.
Place of opening of EOI Documents	Dr. B. C. Deb Auditorium at ICMR-NICED-I Building.
Address	P-33, C.I.T. Road, Scheme-XM, Beliaghata, Kolkata-700010.
Telephone No.	033-2370-1176, 033-2370-5533/4478

Scope of Work :

1. NICED – I Building at P-33, C.I.T. Road, Scheme XM, Beliaghata, Kolkata.
2. NICED – II Building at I.D. & B.G. Hospital Campus, Beliaghata, Kolkata.
3. NICED-JICA Building at I.D. & B.G. Hospital Campus, Beliaghata, Kolkata.

Category	ICMR-NICED-I Building	ICMR-NICED II Building	JICA – NICED Building	ICMR-NICED Virus Lab
Security Guard Supervisor	For 8 hours	For 12 hours	For 12 hours	-
Security Guard	2 in each shift	2 in each shift	4 in each shift	1 in each shift
House Keeping Supervisor	-	For 12 hours	For 12 hours	-
House Keeping	-	Normal Duty	Normal Duty	-

Contact Persons :
Officer

Mr. Pradip Bhadra, Administrative

**Telephone No. : 033- 2370 1176 (direct)
033- 2370 0448/5533, Extension**

170.

Last Date of Submission of Tender : 21.11.2019 at 01.30 PM

Date of Opening of Tender : 21.11.2019 at 03.00 PM

Pre-Bid Meeting : 04.11.2019 at 03.00 PM

1. Details Scope of Work

- a) Cleaning of premises outdoor and indoor (including rooms/walls/sheds/windows/glass frames/ventilators/iron gates etc.) in the buildings situation at NICED-I, NICED-II, JICA-NICED Buildings, Beliaghata, Kolkata – 10.
- b) Cleaning of the entire road-area, in the campus.
- c) Cleaning of the premises in office in buildings situation at NICED-I, NICED-II, JICA-NICED Buildings, Beliaghata, Kolkata – 10
- d) Cleaning of the toilets (ladies & gents) in all the above buildings.

2. Operations to be carried out daily

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

3. Operations to be carried out weekly

- a) Scrubbing of floors of corridors by scrubbing machine and staircases manually using brushed with detergent of good quality/liquid soaps, switch boards etc.
- b) Cleaning of glasses of doors, windows and ventilators in the areas specified above by liquid soap/chemical/detergent including handles, knobs, switch boards etc. including removal of cobwebs.
- c) 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.
- d) Putting of sanitary cubes and naphthalene balls in urinal pots/wash basins and air freshener sticks in containers.
- e) Dusting and cleaning and mirrors, doors, windows and ventilators and removal of cobwebs in the toilets.
- f) Rubbing and polishing on old marble chips on marble stone flooring with superior quality was polish.
- g) Cleaning & scrubbing of buckets, mugs etc. once a week in toilets.

4. General Requirements

- (i) The initial sweeping and mopping of all areas should be completed by 09.00 AM subsequently by 02.30 PM.
- (ii) The toilets should be cleaned at least thrice daily by 08.00 AM, 12.00 Noon and 04.00 PM.
- (iii) A penalty @Rs. 150/- for each person shall be recovered from the contractor's bill if any sweeper is found missing/absent from any toilets/corridor as aforesaid.
- (iv) The contractors will arrange heavy-duty scrubbing machine with mopper and scrubbing floors which should be done on every Saturday and if necessary on working days after office hours.
- (v) It should be ensured that appropriate type of cleaning material suited for the cleaning of tiles, floors and stone surfaces are used. Any damage caused to the property due to substandard cleaning material or due to negligence on the part of contractor's men will be liable to be compensated by the contractor.
- (vi) The contractor will be responsible for the conduct/integrity of his workers and will also be responsible for any act of commission or omission on their part. He will vouch for their character and integrity.
- (vii) The contractor will supply fresh sets of uniform badges, gumboots to all personnel who shall wear the same while on work and also keep their uniforms clean.
- (viii) The contractor will not appoint any sub-contractor for the work under any circumstances.
- (ix) Electricity and water will be supplied free of cost but necessary arrangements for leadwire, cable etc. shall be arranged by the contractor at his cost.
- (x) NICED premises are a restricted area. The contractor will have to apply for passes for carrying out the work. The contractor will ensure the discipline and restricted unnecessary movements/assembly of their personnel in corridors.
- (xi) Any dispute regarding working hours and regarding compensation to be paid to the personnel deployed will be the responsibility of the contractor and no representation will be entertained on this issue by the office.
- (xii) The contractor will be liable for fulfilling requirements as prescribed under labour laws and social legislation such as EPF / ESI, workmen compensation act, shop and establishment act, minimum wages act etc. in respect of staff engaged by him for carrying on his business. The contractor will also reimburse all such contributions, expenses and all other charges/liabilities to which this office may be held liable in respect of staff employed by him by the authority/court competent for this purpose under the provision of any of the laws, social legislation in force as on date or which may be made applicable subsequently.
- (xiii) The decision of the care-taker or any other authorized officer regarding the satisfactory standard of cleanliness shall be final and binding on the contractor.
- (xiv) The payment will be released on monthly basis by cheque after the work for the month has been completed to the satisfaction of the Officer

mentioned in the above paras. For release of payment, pre-receipted bill maybe submitted at the end of every month.

- (xv) The contract will be valid initially for a period of one year. The case the contractor fails to comply with any of the terms and conditions of this contract or commits any breach of contract, this office may cancel the contract by giving reasonable opportunity to show cause by giving one month notice. In that case, the security deposit will be forfeited.
- (xvi) The contract can be extended with mutual consent for further period, if the services are found satisfactory.
- (xvii) The bidders shall not be at liberty to offer his/her terms and conditions with regard to the tendered work that means the bidder cannot deviate from the terms and conditions given herein. Otherwise, the tenders are liable to be summarily rejected.
- (xviii) The firm should submit a satisfactory performance report from at least three Government Departments / PSU and also income tax clearance certificate.
- (xix) The Competent Authority reserves the right to reject any/all quotations or incomplete quotations without assigning any reasons.
- (xx) The quotations are to be submitted along with refundable earnest money of **Rs. 50,000/-** (Rupees fifty thousand only). The earnest money will have to be in form of a crossed Demand Draft / Pay Order in favour of the **Director, NICED**, payable at Kolkata from a nationalized bank. The earnest money will be forfeited if the tenderer retracts from his offer for whatever reasons. Tenders received without earnest money will be summarily rejected. The earnest money in respect of the unsuccessful bidders will be returned within 15 days after award of the contract. Successful contractor will deposit in the form of Security Deposit Receipt for an amount equivalent to **10% of the contract value of one year subjected to a maximum of ₹.2,40,000/- (Rupees two lac forty thousand only)** for due performance of the contract. No interest shall be payable on the amount of earnest money / security deposit.

ICMR-National Institute of Cholera and Enteric Diseases

(Under Department of Health Research, Ministry of Health & Family Welfare, Govt. of India)

P-33, C.I.T. Road, Scheme XM, Beliaghata, Kolkata – 700 010

Web site: www.niced.org.in,

Mail- store.niced@icmr.gov.in,
storeniced1@gmail.com

**Cost of Tender Form: Rs. 1500/-
(non-refundable)**

TENDER FORM

Sealed tenders are invited in two bid for providing Services of Security Personnel (Watch and Ward) and House Keeping Personnel (Cleaning and Conservancy) for 3 (three) buildings at ICMR-NICED, Kolkata.

Sl. No.	Tender Code Number and Date	Scope of Work	Category of Personnel	Hours
1	D-25/Misc/19-20/ Outsourcing/01/ NIT No. 2019_DoHR_4861 97_1	ICMR-NICED-I Building at P-33, C.I.T. Road, Scheme XM, Beliaghata, Kolkata	Security Guard Supervisor	8 hours
			Security Guard	2 in each shift
2	D-25/Misc/19-20/ Outsourcing/01/ NIT No. 2019_DoHR_4861 97_1	ICMR-NICED – II Building at I.D. & B.G. Hospital Campus, Beliaghata, Kolkata	Security Guard Supervisor	12 hours
			Security Guard	2 in each shift
			House Keeping Supervisor	12 hours
			House Keeping	Normal Duty
3	D-25/Misc/19-20/ Outsourcing/01/ NIT No. 2019_DoHR_4861 97_1	ICMR-NICED – JICA Building at I.D. & B.G. Hospital Campus, Beliaghata, Kolkata	Security Guard Supervisor	12 hours
			Security Guard	4 in each shift
			House Keeping Supervisor	12 hours
			House Keeping	Normal Duty
4.	D-25/Misc/19-20/ Outsourcing/01/ NIT No. 2019_DoHR_4861 97_1	ICMR-NICED Virus Laboratory	Security Guard	one in each shift

TENDER EVALUATION:

Tenders evaluation will be done in two stages

1. Technical bid and
2. Price bid.

Each bid to be submitted in separate sealed envelopes superscribed as “**Technical Bid**” and “**Price Bid**”. All these 2 envelopes should be put in another envelope marked as original bid and sealed with lakh (sealing wax). The another duplicate complete set comprising of (i) & (ii) should be submitted in sealed envelope marked as duplicate bid and tagged with the original sealed envelope.

TECHNICAL BID

The firm should submit the technical bid a sealed cover separately super scribing the word “Technical Bid” mentioning tender number, Name of the work, Due date of opening and Name of the Tenderer (i.e. For providing manpower to perform jobs in the ICMR-NICED, Kolkata)

S. No	Particulars							Document s submitted or not	Page number in which documents attached
1.	Name of Tendering Company/Agency (Attach certificates of registration with a brief profile of the company)								
1A	Years since inception / Exp. (please tick)	5 to less than 6 years	6 to less than 7 years	7 to less than 8 years	8 to less than 9 years	9 to less than 10 years	More than 10 years	-	-
								-	-
2.	Name of proprietor/Director of Company/ Agency:								
3.	Full Address of Registered Office with Telephone No., FAX and E-Mail:								
4.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail:								
5.	Banker of Company/Agency with full address (Attach certified copy of statement of A/C for the last three years):								
6.	PAN/GIR No. (Attach attested copy):								
7.	GST Registration No. (Attach attested copy):								
8.	E.P.F. Registration No. (Attach attested copy):								

9.	E.S.I. Registration No. (Attach attested copy):				
10.	Documents showing completing at least one service of value not less than Rs.3.5 crore per annum or at least two services of value not less than Rs.1.5 crore each per annum related to providing human resources in a single contract. (Attach attested copy)				
	<p>The similar service contracts here mean provision of manpower services in the form of outsourced Assistant/Stenographer/Clerk/MTS or equivalent to various Ministries/Departments of Government of India, Private Sector Companies/PSUs/Banks</p> <p>Documents showing average annual financial turnover during the last three financial years ending March of the last financial year of at least 3.5 crore. The document must be certified by a Chartered Accountant.</p>				
11.	Give details of the major similar contracts handled by the tendering Company/Agency on behalf of PSUs and Government Departments during the last three years (Attach attested copies of work orders). If a contract extends for a period longer than one year, then the number of similar contracts would be counted as one for each year or part thereof.				
11A	Number of similar assignments; Manpower provided to Govt./Private/PSU in last 5 years by the Agency (Attach Copy)				
	Number of contracts of one-year term	See explanation (a) mentioned below			
	Number of contracts of less than one- year term				
	Total number of contracts [See explanation (b)]				
	Explanation: (a) Suppose a contract is of value Rs.1 lakh per month with a tenure of 18 months. Then it would be considered equivalent to Rs.12 lakh contract of one-year term and Rs.6 lakh contract of 6 months term.				
	(b) The company should have supplied manpower for at least six months in a year to any organization for the contract to be considered as a single contract in a year in "Total number of contracts"				
11B	Experience in providing manpower services in years (Please tick):				
	5 to less than 6 years	6 to less than 8 years	8 to less than 10 years	More than 10 years	

12.	Affidavit (in Non-Judicial Stamp paper of Rs.100) stating that the agency is / has not been black listed by Centre / State Government / PSU (Attach copy)				
13.	Objective Testing and Assessment of Professional Skills of Candidates / Manpower: Agency's process of Scrutinizing candidates before providing to the Ministry; Number and type of tests / examinations proposed / conducted by the Agency to ensure that suitable candidates / manpower is going to be provided to the Ministry (Attach Copy)				
14.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document)				
15.	List of other clients:				
16.	Average turnover of the company in the last three years in provision of manpower services (in crores) (Please tick)				
	3.5 to less than 4.5 crores	4.5 to less than 5.5 crores	5.5 to less than 7.5 crores	7.5 crore and above	

Signature of authorized person

Name:

Seal:

Date:

Place:

The Committee will technically evaluate the bid on the basis of ICMR guidelines vide No.5/10/15/RSS/Proc-2018 dated 29/11/2019 as per Para 14.7 following GFR Rules for the work/service. The bid accepted technically will only be considered for price evaluation (price bid). Price should not be quoted with technical bid otherwise the tender will be rejected without any correspondence.

FINANCIAL BID

a sealed cover separately super scribing the word “Technical Bid” mentioning tender number, Name of the work, Due date of opening and Name of the Tenderer (i.e. For providing manpower to perform jobs in the ICMR-NICED, Kolkata)

1. Name of tendering Service Provider Company / Agency:
2. Details of Earnest Money
Deposit Amount :
D.D. / P.O & Date : Drawn on Bank :
3. Rates are to be quoted in accordance with Rule laid down in Contract Labour Act, 1970 and Contract Labour Central Act,1971 and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.)

SN	Components of Rate	Name and Number of Posts	Rate of remuneration per person / per month	Total amount for person / per month
1	Monthly Rate of remuneration for outsourced employee (As per Rule laid down in Contract Labour Act, 1970 and 1971)			
2	Employees Provident Fund @ % per person			
3	Employees State Insurance @ % per person			
4	GST liability @ % of			
5	Any other liability, if applicable			
6	Contractor's Administrative / Services Charges per person/per month (not as % of wages)			
	Total (Column 1 to 6)			

4. The manpower deployed by the Company/Agency (as the case may be) shall be required to work normally as per the working days in the organization, i.e. from Monday to Friday from 0900 hrs. to 1730 hrs. with a lunch break of half an hour from 1300 hrs. to 1330 hrs. The manpower though provided may also be called to perform duty on Saturdays, Sundays and other holidays, if required.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

Notes:

1. The rates quoted by the tendering Company/Agency should be inclusive of all statutory taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on completion of the calendar month only on the basis of duties performed by each person during the month.

GENERAL TERMS AND CONDITIONS:-

1. The service provider shall make payment to the staff provided by him. All payment is to be credited directly into the bank account of the employees by RTGS/ any other agreed modus by 10th of every month. Any delay in payment will be penalized by Rs 2000/- (Two thousand) per day, EPF/ESI/all statutory dues/ taxes are to be deposited by 15th of succeeding month (or an earlier date if so specified by the statute). Payment Return and Challan will be presented to ICMR-NICED, on presentment of which the amount will be reimbursed to the vendor.
2. The document that is in this tender is in English language and uploaded/submitted documents of vendor should also be English.
3. As per the requirement, the monthly payment of an employee can be changed by order of the Director General at any time of the tender and also after awarding of tender to the vendor.
4. The vendor should cover his employees/establishment under EPF, Minimum Wages Act, ESI and any other relevant statutory provisions in force as per laws/rules/currently notifications at his responsibility which will be subsequently reimbursed by ICMR-NICED. Any penalties levies, fines, costs imposed due to late deposit, any other violation of Act/Rules etc. will not be reimbursed by ICMR-NICED. Also ICMR-NICED will stand technically & statutorily identified against any costs imposed by any Court, Tribunal, Statutory Authority on Labour issues.
5. The Director shall be under no obligation in respect of the affairs of such staff and employees, including their appointment, conduct, discipline, termination, wages, etc. These issues will be the sole responsibility of the vendor.
6. The vendor shall ensure that staffs deployed by him are properly and neatly dressed and shall behave in a disciplined and polite manner while handling the assigned work and their actions shall promote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The service provider shall enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
7. Every person in the above categories engaged by the vendor shall wear the prescribed uniform according to season (i.e summer uniform in summer and winter uniform in winter season) and badge bearing his name and designation while on duty. The said uniform and badge shall be provided and maintained by the vendor at its own cost.

8. The vendor shall furnish medical fitness certificate for all his employees issued by a qualified R.M.P. periodically once in 6 months.
9. The Manpower supplied by agency should not have any police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending.
10. The vendor shall furnish Local Police verification certificate for all the employees, deputed by him to ICMR-NICED. This has to be furnished at the time of execution of contract and subsequently as and when he deploys new staff. No staff of the vendor will be allowed access to ICMR-NICED without the local Police verification certificate.
11. The vendor shall be held responsible for any case of theft, damage or misappropriation of the property of ICMR-NICED or of the guests staying therein by the staff of the vendor.
12. Unattended belongings of the guests should be reported and handed over to the concerned officials of ICMR-NICED.
13. The vendor shall indemnify the Director against all claims arising out of his action under the Contract Act, Labour Act, Workmen Compensation Act, or any other Labour, Civil or Criminal laws in force, in so far as they relate to the staff employed by the vendor in the premises of the ICMR-NICED or claims arising out of such employment.
14. The vendor shall issue appointment letters to all the persons employed by him in connection with performance of his contract for Manpower supply, and furnish proof by submitting copies of such letters received by his employees is the employee of the vendor only and the Director ICMR-NICED, Kolkata where services are rendered, has no obligation or any relationship to employment or otherwise whatsoever with him/them. The out sourcing agency (service provider) shall also furnish undertakings from the staff provided to the effect and that they will not claim regularizations of services etc. the vendor will pay salary/allowances etc to his employees as per rules in force and the Director ICMR-NICED, Kolkata will not be responsible for payment to the employees of the vendor.
15. Any chance of staff shall be discussed in advance with the designated nominee of ICMR-NICED.
16. The number of Personnel may be increased/decreased depending upon the requirement.
17. The outsourcing of services will be purely of temporary nature and may be dispensed with any time if not required or found unsatisfactory with one month's notice.
18. The Director, ICMR-NICED, Kolkata may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/their misconduct and service provider shall forthwith comply with such requirement.
19. The service provider has to provide the Photo Identify Card to the persons employed by him for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.

20. All services shall be performed by persons qualified and skilled in performing such services.
21. The services provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
22. Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers.
23. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.

OTHER TERMS AND CONDITIONS:-

1. The service provider shall comply with all the requirements under the Central/Local Tax, Service Tax and any other statutory payments to the respective authorities.
2. Disputes & Arbitration:- The Director and the vendor shall make every effort to resolve amicable by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. If a dispute of any kind whatsoever that cannot be resolved, the same shall be referred to the Director, ICMR-NICED Kolkata whose decision shall be final. Any further dispute shall be subject to jurisdiction of Kolkata.
3. The service provider shall maintain regular and proper books/registers of accounts/ staff details/ payments etc and the same shall be made available for inspection by any officer authorized by the Director ICMR-NICED, Kolkata. Updated EPF pass books of staff deployed shall be made available for inspection once in 3 months by the officer authorized by the Director ICMR-NICED, Kolkata.
4. In the first and third week of every month, the Proprietor of the Agency shall call on the designated representative of the management to get the feedback on complaints, lapses, shortcomings noticed in the performance of the contract for improvement in the performance, at mutually acceptable time.
5. The agency will pay the workmen, wages as per the minimum wages act approved by the Delhi Administration from time to time or higher, for posts so designated in Table. In addition to the minimum wages the agency will have to pay statutory benefits to all the workmen such as ESI, EPF etc. as per prevalent requirements. The agency should submit particulars of each workman such ESI number, PF A/C Number etc. to the management. Compliance in this regard is the sole responsibility of the agency and any deviation noticed by management or other regulatory bodies will attract penalty as per the extant laws. Payment will ordinarily be made once a month within a week of submission of bill along with prescribed documents. While submitting the bill the contractor will submit proof of having made statutory payment of the employees for the previous month, without which the Competent Officer will not be duty bound to release payment for the bill raised.

DAMAGES/PENALTIES CLAUSES

(A) Penalty of unsatisfactory service

1. In case the services are found deficient on any one particular day in a month, a penalty of 1% (one percent) of the monthly contract amount for unsatisfactory service.
2. In case Services are found deficient for 2 to 4 days in a month, penalty of 2% of the monthly contract amount will be levied for each deficient day. If deficiency found more than 4 day and up to 7 days a penalty of 3% of the monthly contract amount will be levied for each deficient day. If deficiency found more than 7 days up to 10 days , a penalty of 5% of the monthly contract amount will be levied for each deficient day.
3. If unsatisfactory performance continues for more than a period of 10 days, the Director General reserves the right to terminate the contract without any further notice. In such an event, the Security Deposit of the Contractor shall be liable to be forfeited.
4. Unsatisfactory services/Deficiency in services includes, but is not limited to the following:
 - I. Late coming.
 - II. Coming in shoddy, dirty uniform.
 - III. 3.Reporting drunk/ill/unkempt.
 - IV. Leave without 1 day prior information.
 - V. Fudging/Tampering attendance register/biometric machine
 - VI. 6.Rude, impolite behavior
 - VII. Lazy, uncooperative in rendering duty
 - VIII. Damage to property of ICMR
 - IX. any act so as to cause damage to prestige reputation of ICMR
 - X. Smoking/pan/bidi during working hours.
 - XI. Attending personal phone calls during working hours.
 - XII. Violence of any kind, infighting, gourpism with fellow staff
 - XIII. Insubordination
 - XIV. Financial irregularity
 - XV. Bringing/allowing unauthorized person into ICMR premises.
 - XVI. 16.Coming without badge/ I card
 - XVII. 17. Refusing to attend training course designated by ICMR etc.

(B) Penalty for shortage of manpower.

1. The vendor should ensure to maintain adequate number of manpower as mentioned in NIT. In case of shortage of manpower, the deduction will be made on pro-rata basis from the total contract amount.
2. Apart from pro-rata deduction as mentioned above, a penalty @ Rs, 500/- per worker per day will be deducted for the shortage upto 3 occasion/days in a month. If the manpower shortage is more than 3 occasion/days in a month and upto 7 occasion/days, a penalty@ Rs. 1000/- per worker per day will deducted. If shortage of manpower is more than 07 occasion/ days in a month, a penalty @ Rs. 2000/per worker day will be deducted. Commissions office his men during sweeping and cleaning work and this office will deduct suitable amount from the bills payable to him or recover the same from the security deposit.
3. If it is observed any time during the period of contract that the contractor has demanded bribe from the candidates for enjoining them or any complaint received in this regard, the contract shall be terminated immediately at the cost and risk of the contractor and no earnest money/bank guarantee shall be refunded.

(C) Force Majeure

1. Director General or the bidder, as the case may be, in case of any failure or omission to complete the contractual liability or having delayed the performance of its work on account of natural calamities such as fires, floods, earthquake, hurricanes etc. and reasons beyond one's control such as civil strikes, lockouts, strikes, riots, civil war etc, shall not be held responsible for such omission, failure or delay and shall be relieved of their respective obligations to perform provided either party gives to the other party a notice within 21 days of the occurrence of such incidence.

2. Either party, as and when it gives notice of force majeure shall provide confirmation such events in the form of certificate from the Government Department or agency or Chamber of Commerce. The parties shall be relieved of their respective obligation to perform hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force Majeure is established as provided herein above. However, Director General reserves the right to terminate the contract if the performance against the contract is prevented by the event of strike, lockout etc. for a period exceeding 60 days.

TERMS AND CONDITIONS :

1. The tender documents should be typed. Any cutting/overwriting must be signed by the tenderer otherwise the rates in r/o that particular item may not be considered.
2. Each and every page of the tender must be numbered and signed by the tenderer along with seal of the firm.
3. Covering letter should clearly indicate the list of enclosures.
4. Performance Security :
 - A) The tenderer should submit Bank Guarantee from a nationalized bank of 10% of the cost of the work indemnifying the ICMR-NICED against all losses incurred by the ICMR-NICED during the working period i.e. 12 months from the date of completion the job. No interest can be paid.
 - B) Security Deposit/EMD is liable to be forfeited if the tenderer fails to complete the work. Security Deposit/EMD are liable to be forfeited if the tenderer withdraws or awards or impairs or derogates the bid in any respect.
5. EMD shall be released to unsuccessful bidders after completion of tender process, subject to compliance to all other terms & conditions of Tender.
6. THE RATES QUOTED WILL BE TAKEN AS FIRM AND FINAL.

PAYMENTS :

The payment will be released on monthly basis by cheque/PFMS/RTGS after the work for the month has been completed to the satisfaction of the Officer mentioned as in the tender. For release of payment, pre-receipted bill may be submitted at the end of every month.

EXCLUSIVE RIGHT OF DIRECTOR :

The Director, NICED, Kolkata has the full and exclusive right to accept or reject any or all the tenders without assigning any reasons, whatsoever. No enquires, verbal or written shall be entertained in respect of acceptance/rejection of the tender

Kolkata

**Administrative Officer
For Director, ICMR-NICED,**

ANNEXURE – I

ICMR-National Institute of Cholera and Enteric Diseases

(Under Department of Health Research, Ministry of Health & Family Welfare, Govt. of India)
P-33, C.I.T. Road, Scheme XM, Beliaghata, Kolkata – 700 010

(TO BE SUBMITTED ON A NON-JUDICIAL STAMP PAPER OF Rs. 100/-)

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me are valid and binding on me during the period of validity of the tender.
3. I, the undersigned hereby bind myself to the Director, ICMR-NICED, Kolkata, for providing service as per tender for ICMR-NICED, Kolkata during the period of tender.
4. The items supplied by my, would be of the best quality and as per specifications.
5. Earnest money deposited by me, may be retained till the validity of the tender.
6. Security deposit/bank guarantee will be deposited by me and the same may be retained till the working period.
7. If the ICMR-NICED authorities think it necessary to change any item/items supplied by me found to be defective/inferior quality the same will be replaced by me at no extra cost.
8. I hereby undertake to recoup any loss/damages caused to health/life of patient or loss caused to the hospital authority through the use of defective materials supplied by me.
9. I hereby undertake to pay penalty as per terms and condition for delayed supplies.
10. I agree to accept the bill to be paid by the authority after completion of all codal formalities and should any amount of bill found to have been overpaid, the amount shall be refunded by me/us.
11. There is no vigilance/CBI or court case pending against the firm
12. The decision of the Director, ICMR-NICED, Kolkata will be final and binding upon me.

Place :

Affirmation

Signature of Bidder
(Name of Bidder)
with seal of firm

I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period Director, ICMR-NICED, Kolkata will have full authority to take appropriate action as he/she may deem fit

Place :

Date :

Signature of Bidder
(Name of Bidder)
with seal of firm

ANNEXURE – II

CRIMINAL LIABILITY UNDERTAKING ON Rs. 10/- AFFIDAVIT

I S/o.
 Resident of

 do

solemnly pledge and affirm :-

- 1. That I am the proprietor/partner/authorized signatory of
 M/s.

- 1. That my firm has not been declared defaulter by any govt. agency and that no case of any nature i.e. CBI, Criminal/Income Tax/Sales Tax/Blacklisting is pending against my firm.

Name

Signature

Rubber Stamp

Affirmation/Verification

ANNEXURE – III**ICMR-National Institute of Cholera and Enteric Diseases**

(Under Department of Health Research, Ministry of Health & Family Welfare, Govt. of India)

P-33, C.I.T. Road, Scheme XM, Beliaghata, Kolkata – 700 010

(CERTIFICATES/DOCUMENT TO BE SUBMITTED WITH TENDER BID)

NAME OF THE WORK
.....

Before submitting the tender, the tenderer should check the following enclosures
(to be submitted with Technical Bid)

SL. NO.	PARTICULARS	YES	NO
1	Undertaking as per prescribed Performa on an affidavit of Rs. 100/- marked as Annexure – I in the tender document		
2	Criminal liability undertaking on an affidavit of Rs. 10/- as per prescribed Proforma regarding CBI Case/Criminal Case/Income Tax/ GST/Black listing not pending against the bidder.		
3	Cost of the tender form pay order		
4	Proof of filling latest Income Tax Return (Photocopy attested)		
5	Attested copy of PAN card issued by Income Tax department		
6	Copy of partnership Deed in case of Partnership firm with undertaking and authorization for signing the Tender Documents		
7	Whether EMD of the required amount in the form of DD is attached?		
8	Whether a copy of Tender Notice duly signed on each page by the authorized person of the firm submitted along with Technical Bid		
9	Whether the firm is in trade for over five years?		
10	Whether the firm is having experience of at least five years of cleaning and sweeping work in Government / PSU? If yes, performance certificate from at least 3 such organizations may be attached		

Please note that failure to submit any one of the above certificates/documents shall render the tender invalid

Signature of tenderer
with rubber seal(s)

Name of the tenderer(s)

Address of the tenderer(s)