



## **ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE**

Department of Health Research, Ministry of Health and Family Welfare, Government of India,  
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(Visit us at [www.icmrnitm.res.in](http://www.icmrnitm.res.in) )

Tender No. ICMR/NITM/HK, Electrical & Plumbing/2020-21

TENDER FOR

# **PROVIDING - MAN POWER FOR HOUSEKEEPING, ELECTRICAL & PLUMBING**

**AT NEHRU NAGAR, BELAGAVI**

Name of the tenderer \_\_\_\_\_

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**ICMR – NATIONAL INSTITUTE OF TRADITIONAL MEDICINE**  
(Indian Council of Medical Research), BELAGAVI, KARNATAKA

**TENDER NOTICE**

Sealed tenders are invited under two bid systems for PROVIDING - MAN POWER FOR HOUSEKEEPING, ELECTRICAL & PLUMBING TO ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE – BELAGAVI

SCHEDULE		
S.No.	Activity Description	Schedule
1.	Tender No	No. ICMR/NITM/ HK, Electrical & Plumbing/2020-21
2.	Issue of Tender Document	15 <sup>th</sup> February 2021 from 5.00 PM to 10 <sup>th</sup> March 2021 up to 5.00 PM Tender document can be collected from ICMR-NITM office or downloaded from our website <a href="http://www.icmrnitm.res.in">www.icmrnitm.res.in</a>
3.	Time and last date of submitting Tender / Bid	11 <sup>th</sup> March 2021 up to 12.00 Noon
4.	Time and Date of Opening of Technical Bid	11 <sup>th</sup> March 2021 at 2:30 PM
5.	Time and Date of Opening of Financial Bid	The Financial bid will be opened after evaluation of technical bid, which will be announced later.
6.	Minimum Validity of tender Offer	90 days from the date of Opening of tender.
7.	Estimated cost of tender	Rs. 31,67,000/- per annum (approx)
8.	Amount of EMD to be Deposited	Rs. 95,000/-
9.	Duration of contract	In the beginning, the contract shall be on a trial basis for three months only and thereafter, it would be extended for a further period of nine months. If the services are found to be satisfactory during the trial period of the agency, the contract may be renewed at the discretion's of ICMR-NITM on year to year basis for maximum period of three years including trial period.

**DIRECTOR**  
**ICMR-NITM, BELAGAVI**

## **INFORMATION FOR THE BIDDERS:-**

### **1. Background.**

ICMR-NITM Belagavi intends to outsource certain categories of manpower through duly registered high quality experienced Manpower Servicing Agencies. Hence ICMR-NITM, Belagavi invites tenders through web publication as well as through advertisement in news papers. Tender is invited in two cover bid system consisting of both technical and financial bids for providing services of different categories of man power as specified in the section Annexure-I of this document, through from the registered outsourcing Agencies.

### **2. Overall Responsibilities of the Manpower Servicing Agency**

- a. To identify and provide the suitable candidates for different positions as per the eligibility criteria set out by THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE (as in Annexure-1 of tender document) as and when required and places them at the disposal of THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE at Nehru Nagar Belagavi -590010
- b. The Manpower deployed by the Manpower Servicing Agency shall be fully dedicated for the services of THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE and will perform their duties wherever THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE directs.
- c. To provide additional Manpower whenever requirement arises, both short term and long term.
- d. To provide and replace the staff whenever required.
- e. To provide guidance to the outsourced staff with regard to their roles and responsibilities as per the specific services required by THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE.
- f. If any of the outsourced staff provided doesn't function satisfactorily, or is absent without reason for more than 48 hours, the agency shall provide replacement within specified period as required by THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE.
- g. To follow laws and rules of the Government and Labour Department and in particular, Minimum Wages Act and Rules and Notifications and Contract Labour (Regulation and Abolition) Central Rules as amended from time to time to ensure quality required by THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE, which is on par with the agreed terms and conditions of the Man Power Agency with THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE.
- h. Redundant to adhere to the provisions of the relevant acts & rules wherever applicable.

- i. To strictly adhere to the directions given by the Designated Officer - THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE or his representative and the agreement.

### 3. Eligibility criteria / Pre qualification

- a) The Agency should have minimum **Five years of experience up to 2019-20** in providing Manpower Services to Government of Karnataka /Government of India/ Government Institutions etc.
- b) The Agency should have experience in providing Manpower Services of workers and technical manpower/ specialists in field of Cleaners/ Housekeepers, Typist / DEO, MTS to Government Offices and Government Boards & Corporations.
- c) The Agency should not have been declared as ineligible under corruption and fraudulent practices issued by Government of Karnataka / Government of India / Government Institutions etc., or blacklisted.
- d) The Agency should have total turnover of at least Rs. 1.50 crores (cumulative) during last three years. The Agencies should submit proof of Audited Balance Sheet and Profit and Loss Accounts, Income and Expenditure Accounts.
- e) The agency should have the following Registration and other certificates & shall enclose copies of certification along with the technical bid.
  - i. Registration certificate for having registered under Contract Labour Act of competent Government authority (Certified copies of the same should be enclosed).
  - ii. PAN and TAN of Income Tax Department (Certified copies of the same should be enclosed).
  - iii. Goods Service tax as equivalent registration certificate (Certified copies of the same should be enclosed).
  - iv. Certificate of Registration under Professional Tax issued by Commercial Tax Department, Government of Karnataka. (Certified copies of the same should be enclosed).
  - v. Registration Certificate under Employees State Insurance Act (ESI ACT). Previous year's statements, yearly returns submitted to Employee State Insurance (ESI) authorities (enclose last 3 years, year wise ESI returns details). Agencies with proof of payment over Rs 10 lakhs (employees share only) return to ESI in previous three years only need apply.
  - vi. Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner. (enclose last 3 years, year wise statement of yearly returns submitted to PF authorities.). Agencies with proof of payment over Rs 30 lakhs (employees share only) return to PF in previous 3 years only need apply.

- vii. Any other registrations required as per the existing laws relating to Man Power Services. (Certified Copies of the same should be enclosed).
- f) The Agency should have administrative staff with required skills, qualifications, good service record and should be free from litigations.
- g) The Agency should have paid all statutory taxes like service tax or GST, professional tax, timely payment of TDS deducted to IT department etc. (enclose the related documents as specified)
- h) Agency should have remitted the entire service tax / GST collected for the preceding three years, 2017-18 & 2018-19, 2019-20. (Enclose the yearly returns certificates).
- i) The Agency shall abide by the provisions of Employees Provident Fund & Miscellaneous Provisions Act & Rules there under, ESI Act, the Contract Labour (R&A) Act and Workmen's Compensation Act, Minimum Wages Act and Rules etc. Should have enrolled the eligible employees working with the Manpower Agency and remitted the required contributions at applicable rates to the concerned authorities regularly.
- j) Agencies black listed by Government of Karnataka /Government of India / Government Institutions in the last ten years are liable for rejection. THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE holds the right to terminate the agreement if any of the agencies are found black listed subsequently or later.
- k) The Agency should not be involved in any litigation with any Government Department or Institution. THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE holds the right to terminate the agreement if any of the agencies are found to be involved in any litigation subsequently or later.
- l) If the selected agency doesn't have its office in Belagavi, it should open an office in Belagavi for correspondence and interaction with THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE whenever required.

#### **4. Details of Man Power & Services required**

Total No of persons to be provided: **12 (may vary)**

Approximate total amount of remuneration\*: **Rs. 31,67,000/- per annum**

EMD: Rs = **95,000/- (Rupees Ninety Five thousand only)**

\* See Annexure-I for different types of Man Power required and place of staff positioning. based on certified attendance records. EPF & ESI Contribution will be deducted out of Employees' Wages as per rules and Employer Share will be paid by THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE as per rules. **Agency Service Charges and Taxes will be paid separately.**

## 5. General Terms and Conditions for Successful Manpower Agency.

- a) The successful Lowest (L1) Man Power Agency has to deposit **3%** percent of contract value as performance security deposit or Bank guarantee to that extent.
- b) The L1 Agency shall call for suitable candidates through newspapers and shortlist eligible candidates based on eligibility criteria and submit for interview by the Tendering Authority and only after clearance by Tendering Authority after background and document verification as per required qualification and experience, will the Agency issue a formal work order to all the personnel deployed under this contract along with all the relevant details and terms and conditions of appointments and submit the copy of the same to THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE. These personnel will be employed for the entire work period and under no circumstances should any person be made to do part time duty to accommodate more persons. No temporary replacement should be made without approval of the Director, ICMR-NITM, Belagavi after verification of qualifications and records. If the Director, ICMR-NITM makes a complaint about any employee that person should be replaced immediately and should not be taken back or accommodated elsewhere in the institution.
- c) The Agency shall issue Laminated ID cards with 1 inch thick yellow satin lanyard to all the employees with Agencies logo. (ID card should have Name, Designation and Photo of the employee).
- d) The Agency shall provide 2 sets of uniform in the full year and provide washing allowance as required to each worker as per following colour code and material :
  - a. Cleaner / Attender : Blue Bush Shirt with Blue Trousers in 70% Cotton and 30% Polyester
- e) The Agency shall send monthly attendance data along with the bill and wages calculation to THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE monthly. The device will become the property of THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE after the contract period. The Agency shall furnish wages slips to all the employees indicating Gross wages and Net wages showing all the statutory deductions. The agency shall make the payment of wages to the outsourced employees within the 5th of following month and submit the bills for reimbursement within 10<sup>th</sup> of the following month along with statutory deductions with all details. The Agency shall make the payment of wages to outsourced staff deployed through individual Bank Account and shall arrange to remit all statutory deductions like ESI/PF to the designated authorities along with the Agency's contribution as per law, wherever applicable. If the Agency fails in the above or there is any complaint of delay or improper deduction, the Principal Employer shall pay directly all dues and deduct the same from the agency's bill as provided in the Contract Labour (Regulation & Abolition) Karnataka Rules.

- f) The Agency shall make timely payment of wages to its employees effecting authorized deductions and shall also be responsible to fulfill all statutory obligations such as remittance of PF, Professional Tax, TDS Amount, ESI remittance etc., in respect of its outsourced staff posted under this contract. If it fails to do so, it will be breach of contract and THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE has its discretion to cancel the contact. The Agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the relevant laws. If the Agency does not pay the full minimum wages as determined under law as per hours of work, or if the Agency deducts any amount besides the statutory deductions, it will be liable for severe penalty, prosecution, blacklisting and also cancellation.
- g) The Agency shall submit the biometric attendance record, calculation of days and hours of work, bank statements, TDS, and ESI remittance challans of the staff deployed under this contract separately with all employee wise details along with the monthly bills. The Agency shall also submit the copy of the remittance of service tax to the appropriate authorities along with the Bills.
- h) Remuneration for the outsourced Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the services as consolidated remuneration, including PF, ESI, etc. And also it includes management contribution and employee contribution to PF and ESI etc, as applicable (Cost to Company). The Agency will maintain daily attendance record in biometric form and hard copy, duly signed by a nodal officer of the Principal Employer or printout of Biometric attendance device (wherever available) three times daily : (1) When the outsourced employee reports for duty, (2) After 4 hours of duty and (3) when the employee leaves.
- i) The Agency shall maintain proper records pertaining to outsourced staff deployed including the wages slips, disbursement of wages, and remittance of payments, to the various statutory authorities and present the same to THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE / concerned authorities whenever called for verification.
- j) The Agency shall maintain the muster roll/ pay roll and other wages relevant particulars pertaining to the outsourced staff deployed and shall make available for inspection by the officials THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE, Labour Department and any other department as required by them, as and when arises.
- k) The Agency should not sublet the contract. If the Agency is found to have sublet the contract, the contract will be terminated at the risk and cost of the Agency concerned.
- l) The scopes of services in respect of number of employees are liable for addition, deletion and modification and are at the discretion of THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE.

## 6. Duration of the Contract

In the beginning, the contract shall be on a trial basis for three months only and thereafter, it would be extended for a further period of nine months. If the services are found to be satisfactory during the trial period of the agency, the contract may be renewed at the discretion's of Director, ICMR-NITM on year to year basis for maximum period of three years including trial period. However, the Director has the right to terminate the contract with 30 days prior written notice if situation arises.

## 7. General information

- (A) a. The Director, ICMR-NITM Belagavi is the TENDER INVITING AUTHORITY (TIA) as well as the Tender Accepting Authority (TAA).
- b. All the tenders shall be prepared and submitted in accordance with the instructions provided in the Tender Notification.
- c. All the tenders should be submitted within the prescribed time limits on the respective dates and will not be accepted after the fixed time and date.
- d. The Agency shall be deemed to have been carefully examined the terms and conditions before applying for tender.
- e. **Two cover bid system is adopted as per tender terms; both Technical and Financial bids are to be submitted in separate covers mentioning Technical Bid & Finance Bid on the cover**
- f. The Tender Accepting Authority reserves the right to accept/reject any application or cancel the tender process without assigning any reason what so ever.
- g. Tenders not submitted in the prescribed form will be rejected. Tenders, which propose any alterations in the service specified or containing any other conditions of any sort, will be rejected.
- h. Both Technical & Financial Bidding is through submission only. The bidders shall enclose all the specified documents, duly filled technical bid along with the financial bids for financial evaluation. Financial bids will be opened only for those bidders who qualify in the technical bid.
- i. The successful Lowest (L1) bidder shall attend the office on a date to be fixed and intimated to him for executing agreement. Failure on the part of the successful bidder to execute the contract agreement within 14 working days from the receipt of written communication, letter of acceptance to that effect would entail for rejection of tender & his EMD will be forfeited.
- (B) The "Financial Bid" should contain only rates in percentage for outsourcing services (Annexure-3). Taxes applicable if any as per law will be paid by THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE in addition to consolidated service charges rate in percentage.



- (C) The Technical Bids shall be opened in presence of the bidders or their authorized representatives. The financial bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
8. The Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria and only those found fit will be eligible for financial bid opening.
  9. The bidder will follow complete integrity and any false information will lead to cancellation of tender and confiscation of EMD / SD and also prosecution.

#### **10. RIGHT TO ACCEPT OR REJECT TENDERS**

- A. The tender may be rejected, inter-alia:
  - i. If it is not in conformity with the instructions mentioned in the tender document.
  - ii. If it is not accompanied by other requisite documents.
  - iii. If it is conditional.
  - iv. If bids are “freak bids” i.e. impracticably low or high.
- B. This office reserves the right to:
  - i. Accept or Reject any of the tender in full or part thereof.
  - ii. Revise the requirement of manpower at the time of placing the order upto 25% either way.
  - iii. Modify, relax or waive any of the conditions stipulated in the tender specification, wherever deemed necessary.
  - iv. Reject any or all the tenders in part or full without assigning any reason thereof.

#### **11. Forfeiture of EMD/Bid security- The EMD/Bid security taken from the bidder shall be forfeited in following cases:**

- i. When the bidder withdraws or modifies his bid proposals after opening of bids.
- ii. When the bidder does not execute the agreement after placement of order within specified time.
- iii. When the bidder fails to commence the supply of goods and services as per purchase/ work order/ letter of award within the time prescribed.
- iv. When the bidder does not deposit the security money after the work order is placed.

- v. To recover any dues against the firm from any other contract with THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE.
  - vi. When the successful bidder fails to complete the services satisfactorily within the time specified.
12. No interest will be paid on amount of EMD/ Security Deposit. Every bidder, participating in the bidding process must furnish the required Earnest Money Deposit as specified in Notice Inviting Bid (NIB). The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. In case of best/ successful bidder(s), the EMD, if feasible, may also be adjusted in arriving at the amount of the SD.
  13. Details of Staff with minimum qualification, Minimum and Maximum Age, Work Timings and Content are at Annexure 1.
  14. The successful bidder will have to call for applications for the various services through newspapers with wide circulation and submit applications, photo, bio data and photo copy of testimonials duly attested by the bidder at the time of deployment before the Screening Committee. The Screening Committee will conduct necessary scrutiny and interview and select the staff.
  15. In the beginning, the contract shall be on a trial basis for three months only and thereafter, it would be extended for a further period of nine months. If the services are found to be satisfactory during the trial period of the agency, the contract may be renewed at the discretion's of Director, ICMR-NITM on year to year basis for maximum period of three years including trial period. However, the Director has the right to terminate the contract with 30 days prior written notice if situation arises.
  16. The bidder should note that although the Consolidated Service Charge in percentage would be base for selection as minimum bid. However, other factors like annual turnover, financial strength, experience of Govt. sector projects execution, etc. will also be taken into consideration for finalization of tender.
  17. Period of Validity of Bids:
    - a. Bids shall remain valid for the period of 90 days, after the bid submission deadline date prescribed by the tendering authority. A bid valid for a shorter period shall be rejected by the tendering authority as nonresponsive bid.
    - b. In exceptional circumstances, prior to the expiration of the bid validity period, the tendering authority may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall

not be required or permitted to modify its bid. The request and the responses shall be made in writing.

### 18. Evaluation of Technical Bids:

- a. The Technical Evaluation will be done as per the following norms by assigning marks to the bidders as per the table below. Pass marks will be 70 out of a maximum of 100. Those who qualify technically will be considered for financial bid opening.

<b>Technical Evaluation Format</b>				
<b>SI No</b>		<b>Eligibility Criteria</b>	<b>Maximum Marks</b>	<b>Marks Achieved</b>
1	a	Registered Agency for 5 years to 10 years	15	
	b	Registered Agency for above 10 years	20	
2	a	Experience of Provision of Similar Services to Government Departments for 5 to 7 Years	20	
	b	Experience of Provision of Similar Services to Government Departments for more than 7 Years	30	
3	a	3 Years Turn Over of Rs 1.5 Crore to 2.0 Crore	10	
	b	3 Years Turn Over of Rs 2.0 Crore to 2.5 Crore	15	
	c	3 Years Turn Over of above Rs 2.5 Crore	20	
4	a	Remittance to ESI in last 3 years of Rs 5 lakhs to Rs 10 lakhs	10	
	b	Remittance to ESI in last 3 years of over Rs 10 lakhs	15	
5	a	Remittance to PF in last 3 years of Rs 15 lakhs to Rs 25 lakhs	10	
	b	Remittance to PF in last 3 years of over Rs 25 lakhs	15	
<b>TOTAL</b>			<b>100</b>	

- b. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause "Conflict of Interest" or "Disqualification", and shall be informed, either in writing about the date, time and place of opening of their financial bids
- c. The firms which could not qualify in technical evaluation will be informed about this fact.

## 19. Evaluation of Financial Bids

- a. The financial bids/ cover of bidders who qualify in technical evaluation shall be opened at the notified time, date and place in the presence of the bidders or their representatives who choose to be present.
- c. To evaluate a bid, the tendering authority shall consider the following: -
  - l. The bid price as quoted in accordance with bidding document. No other method of quoting will be accepted and bid will be rejected.

## 20. Acceptance of the Tender/ Bid :

- a. Prior to the expiration of the period of bid validity, the tendering authority shall notify the Successful bidder(s), in writing, that its bid has been accepted.
- b. The tendering authority shall award the Contract to the bidder whose proposal/ bid has been determined to be the best value bid.
- c. Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.
- d. As soon as a bid is accepted by the tendering authority, its written intimation (LOA) would be sent to the concerned bidder. In the same intimation the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value Rupees 200/- and deposit the amount of prescribed performance security deposit within 7 days from the date of issue of acceptance.
- e. The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder(s).
- g. The EMD of the bidders whose bids could not be accepted shall be refunded soon after the agreement with the successful bidder is executed and his performance security deposit is obtained. Until a formal Contract is prepared and executed, the letter of acceptance shall constitute a binding Contract.

## 21. Confidentiality:

- a. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.

- b. Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
- c. From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing

## **22. Conflict of Interest:**

- a. THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE requires that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, and will take appropriate actions against the bidder(s), if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.
  - b. A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated formally as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the bid.
23. Tendering authority's Right to accept/ Reject any or all of the Bids: The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.
24. Sub-contracting: The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Tendering Authority.
25. Termination:

### **a. Termination for Default:**

The tender sanctioning authority may, without prejudice to any other remedy for breach of contract, by a written notice of default, of at-least 30 days, sent to the supplier/ selected bidder(s), terminate the contract in whole or in part: - If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted.

If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or If the supplier/ selected bidder(s), in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

If the supplier/ selected bidder commits breach of any condition of the contract or any law like Minimum Wages Act or Rules or Contract Labour (Regulation & Abolition) Act or Rules.

- b. Termination for Insolvency: THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE, Belagavi, may at any time terminate the Contract by giving a written notice of at-least 30 days to the supplier/selected bidder(s), if the supplier/ selected bidder become bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder(s), provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter.

## **26. Settlement of disputes**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/differences or claim to the other party. Parties shall first attempt to resolve such dispute through authorized representative of the concerned parties. However if the dispute is not resolved as aforesaid within a period of 30 days then the matter will be referred to the Director of ICMR-NITM, Belagavi. His decision shall be final in that regard. Any further disputes shall be referred to the jurisdiction of Belagavi Courts.

## **27. GENERAL CONDITIONS OF CONTRACT**

1. All services deliverables shall be provided by persons qualified and skilled in performing such services as per the eligibility criteria indicated in Annexure 1.
2. The deliverables provided for service points by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the deliverables whom they are recommending. Before deployment, the character and antecedents of persons will be verified by the Service Provider preferably through local police, collecting proofs of residence, Aadhaar Card, EPIC, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted

to this office. The service provider will also ensure that the deliverables provided are medically fit and will keep in record a certificate of their medical fitness. The Birth Certificate / SSLC Certificate, the minimum and preferred educational / technical qualification certificate, the minimum and preferred experience certificate, telephone number, residence address, Bank Account number, Aadhaar Card and EPIC card shall be collected and submitted with 2 recent colour photos for interview and verification. The Service Provider shall withdraw such deliverables who are not found suitable or who do not have the required documents, by the office immediately.

3. The service provider shall engage necessary deliverables qualified and skilled in performing such services as per the eligibility criteria indicated for each category, as required by this office from time to time.
4. The service provider's deliverables shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
5. The service provider's deliverables shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as of confidential/secret nature.
6. The service provider's deliverables should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of deliverables provided by them. The agency shall be bound to prohibit and prevent any of their deliverables from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this institute. The decision of the Officer-in-charge on any matter arising under the clause shall be final and binding on the agency.
7. The functional and disciplinary control over the deliverables provided by the Agency will rest with the DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE and the administrative/Technical control will be with the Agency. ICMR-NITM will have power to impose penalty for misbehavior / absence / deliberate delay / damage to THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE property / negligence as approved by the Designated Officer.
8. This office may require the service provider to dismiss or remove from the work place, any deliverables, provided by the service provider, who may be incompetent or for his/ her/ their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its deliverable, if they are unacceptable to this office because of security risk, incompetence, conflict of

interest and breach of confidentiality or improper conduct upon receiving written notice from office.

9. The Agency will provide Photo Identity Cards and uniforms in certain cases to the deliverables provided by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
10. The transportation, food, medical and other statutory requirements in respect of each deliverables of the service provider shall be the responsibility of the service provider.
11. Subject to terms of this document, no variation in or modification of the terms of contract shall be made except by written amendment.
12. The service provider shall ensure proper conduct of his deliverables in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, Gutkha, smoking and loitering without work and if any worker is found wasting time excluding rest period of 30 minutes, and penalty will be imposed.
13. All deliverables will have to sign an attendance register and place thumb impression on biometric attendance system 3 times every day (where device is available) or in case of outdoor duty like drivers, obtain certified attendance reports else they will be considered absent from duty. The service provider will submit the bill in triplicate along with the print-out of monthly attendance in respect of a particular month in the first week of the succeeding month along with bank account number of the deliverables to which the service payments will be made through RTGS. The payment will be released within a month from the date of submission of claim, complete in all respects. Tax and statutory dues if any shall be deducted at source as per the relevant Act.
14. The service provider will also give undertaking they will not adopt any malpractices at any stage of bidding/execution.
15. Payments to the service provider would be strictly on the basis of certification by the officer with whom the deliverables is attached or as the case may be the head of the office that his services are satisfactory and attendance as per the bill preferred by the service provider.
16. The service provider shall provide uninterrupted services.
17. The service provider shall be contactable at all times and messages sent by phone /email/fax/ special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.





18. This office shall not be liable for any loss, damage, theft, burglary or robbery of any deliverable belongings, equipment or vehicles of the deliverables of the service provider.
19. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff provided by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above. The insurance for the engaged staff, as required, may be arranged by the Agency.
20. Working hour's full- time workers would be 8 hours in a day. However, the concerned deliverable may have to work beyond these hours if there is any urgency. The deliverables provided shall be punctual and shall abide by the directions of the Department in this regard.
21. Unless and otherwise specified, the work should be carried out only on the working days of the Institute.
23. Institute will provide housekeeping, electrical & plumbing items as per the requirement.
24. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Procurer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procurer in writing of such conditions and the cause thereof. Unless otherwise directed by the Procurer in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
25. Any dispute arising out of the contract shall be settled within the jurisdiction of Belagavi.

## **28. 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. 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 of ICMR-NITM, Belagavi. Updated EPF pass books of staff deployed shall be made available for inspection once in 3 months by the officer authorized by Director of ICMR-NITM, Belagavi.
3. 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.
4. The agency will pay the workmen, wages as per the Minimum Wages Act approved by the Central Government from time to time. 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, EPFA/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.

## **29. 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) will be levied 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 is found more than 4 days and up to 7 days, a penalty of 3% of the monthly contract amount will be levied for each deficient day. If deficiency is 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 of ICMR-NITM 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.

Unsatisfactory services/Deficiency in services includes, but is not limited to the following:

1. Late coming.
2. Coming in shabby, dirty uniform.
3. Reporting drunk/ill/unkept.
4. Leave without prior information.
5. Fudging/Tampering attendance register/biometric machine
6. Rude, impolite behaviour
7. Lazy, uncooperative in rendering duty
8. Damage to property of ICMR-NITM
9. Any act so as to cause damage to prestige reputation of ICMR-NITM
10. Smoking/pan/bidi/smokeless tobacco/tobacco in any form during working hours and within the premises.
11. Inappropriate use of mobile phones.
12. Violence of any kind, infighting, groupism with fellow staff
13. Insubordination
14. Financial irregularity
15. Bringing/allowing unauthorized person into ICMR-NITM premises.
16. Coming without badge/ I card
17. Refusing to attend training course designated by ICMR-NITM etc.
18. Parking of vehicles in non-designated area.

(B) Penalty for shortage of manpower.

1. The vendor should ensure to maintain adequate number of manpower as mentioned in NITM. 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 up to three occasion/days in a month. If the manpower shortage is more than three occasion/days in a month and up to seven occasion/days, a penalty@ Rs. 1,000/- per worker per day will be

deducted. If shortage of manpower is more than seven occasion/ days in a month, a penalty @ Rs. 2,000/- per worker per day will be deducted.

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.

### **30. Refund of E M D**

The EMD money will be kept in the central pooling account until the tender is awarded to the successful bidder. Based on the instructions of Tender Accepting Authority the EMD amount of the unsuccessful bidders will be refunded to the respective Bank A/c of the bidder.

The bidders Earnest Money Deposit may be forfeited if a bidder: -

- a. Withdraws his tender during the tender period.
- b. If the successful L1 bidder fails to sign the contract agreement within 14 working days after the tender is awarded.
- c. After signing the contract, if bidder fails to supply the manpower as per the specifications and the time schedule mentioned in the contract agreement.

### **31. Period of Validity**

Tender shall remain valid for minimum of 90 days after the date of opening the tender.

### **32. Financial bid**

- a. In the financial bid the bidder shall indicate only service charges in percent (%) (Both in figures and words) for the total emoluments payable to all outsourced staff.
- b. Service Charge quoted by the agency should inclusive of administrative expenses of the Agency.
- c. Goods Service taxes (GST) will be paid separately as per the applicable rates.

### **33. Details of the documents to be attached**

- i. Details of documents pertaining to 5 years experience for having satisfactorily provided Man Power Services. (Enclose the certified copies).
- b. Duly filled technical and financial bid documents.

### **34. Preview of Tender and Time Schedule**

Bid reference No.:

Issue of Advertisement inviting:

EMD: Rs. 95000/- by way of demand draft payable infavour of **Director, ICMR-NITM, Belagavi** and to be submitted along with Technical Bid only.

Last date for submitting expression of interest in the prescribed format: 11.03.2021 up to 12.00 Noon.

Time and date of opening of the technical bid: 11.03.2021 at 02.30 PM

Time and date of opening of the financial bid: will be intimated to those who qualified in the Technical Bid evaluation

Place of opening the tenders: **Office of THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE, Nehru Nagar, Belagavi - 590010**

**Address for any clarification:** I/C AO, ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE, Nehru Nagar, Belagavi-590010

## Part – I

### TECHNICAL BID

#### I. Details of outsourcing Manpower Agency.

S. No.	Details to be furnished		
1	Name and address of the Agency: (as per the Registration Certificate, (enclose copy)).:		
2	Local Address of the Agency :		
3	Registration No. and date :		
4	Details of contact person :		
a	Name		
b	Phone and Fax Number (Office)		
c	Cell Number:		
d	E-mail ID :		
5	EMD : by way of demand draft in favour of The Director, ICMR-NITM, Belagavi and to be submitted along with Technical Bid only	Amount:	Date:
		Rs.95000/-	
6	PAN and TIN numbers(Enclose copies):		
7	GST / Service tax registration certificate (Enclose copies ):		
8	Latest GST return (Enclose copies) :		
9	Professional tax registration certificate (Enclose copies):		
10	Latest professional tax returns filed (Enclose copies) :		
11	PF Registration Certificate issued by the Regional PF Commissioner. (Enclose the certified copies) :		
12	Enclose last 3 years - yearly returns filed to PF authorities (Enclose the certified copies) :		
13	Enclose copy of ESI Registration Certificate :		
14	Details of Income tax returns filed of the agency for last 3years (Enclose certified copies) :		
15	Audited final accounts / profit & loss / income & expenditure & balance sheet for the last three years (Enclose certified copies) :		
16	Any others (Enclose the certified copies). :		

II. Details of last five years' experience in providing manpower outsourcing services satisfactorily (Enclose documentary proof for providing services to Government of Karnataka/ Government of India/ Government undertakings/ Government Institutions like Universities etc).

III. Details of TDS deducted and remitted to IT department for the last 3 years (Rs. In lakhs) :-



**Technical Qualifications 2: Details of TDS deducted and remitted to IT department for the last 3 years (Rs. In lakhs)**

SI No	Year	TDS amount deducted in Rs Lakhs	Amount Remitted to Concerned Department in Rs Lakhs
1	2017-18		
2	2018-19		
3	2019-20		
	TOTAL		

*Note: Concerned Document to be enclosed*

**IV. Details of GST / service tax collected & paid (Rs. In lakhs)**

**Technical Qualifications 3 : Details of service tax / GST collected & paid (Rs. In lakhs)**

SI No	Year	GST Amount collected in Rs Lakhs	Amount Remitted to Concerned Department in Rs Lakhs
1	2017-18		
2	2018-19		
3	2019-20		
	TOTAL		

*Note: Concerned Document to be enclosed*

**V. Details of ESI remitted both employer & employee contribution (Rs. In lakhs)**

**Technical Qualifications 4: Details of ESI remitted both employer & employee contribution (Rs. In lakhs)**

SI No	Year	Number of Employees Contracted	Amount Remitted in Rs Lakhs	
			Employer Share	Employee Share
1	2017-18			
2	2018-19			
3	2019-20			
	TOTAL			

*Note: Concerned Document to be enclosed*

*Total should not be less than Rs 10.00 Lakhs (Employer share only)*

**VI. Details of PF remitted (Rs. In lakhs) Both Employer and Employee contribution**

**Technical Qualifications 5 : Details of PF remitted (Rs. in lakhs) Both Employer and Employee contribution**

Sl No	Year	Number of Employees Contracted	Amount Remitted in Rs Lakhs	
			Employer Share	Employee Share
1	2017-18			
2	2018-19			
3	2019-20			
	TOTAL			
<i>Note: Concerned Document to be enclosed</i>				
<i>Total should not be less than Rs 30.00 lakhs (Employer share only)</i>				

**VII. Annual turnover of the agency as per the audit reports (Rs. In lakhs)**

**Technical Qualifications 6: Annual turnover of the agency as per the audit reports (Rs. In lakhs)**

Sl No	Year	Amount of Turnover in Rs Lakhs
1	2017-18	
2	2018-19	
3	2019-20	
	TOTAL	
<i>Note: Concerned Document to be enclosed</i>		
<i>Total should not be less than Rs 1.50 Crore</i>		

**VIII. Address and contact numbers of the Department coming under Government of Karnataka / Government of India/ Government undertakings/ Government Institutions for having provided 3 years of services of Man Power on Outsourcing basis.**

- a. Name of the client:
- b. Narrative description of the assignment:
- c. Contact person / Designation:
- d. Contact person's address, Telephone number, Email ID and Fax no. Website:

**IX. Furnish satisfactory certificate issued by the previous Departments/Agencies for having provided satisfactory services. (Enclose the certified copies.)**



### DECLARATION BY THE BIDDER

1. I have read and understood the tender terms and conditions relevant to the tender notification no. \_\_\_\_\_ dated \_\_\_\_\_ and submitted the technical and financial bid in accordance with the terms and conditions of the above referred notification.
2. The information furnished in the technical bid are true and factual and I clearly understand that our tender is liable for rejection, if any information furnished is found to be incorrect and not factual at any point of time of the will have right to initiate any action deemed fit.
3. I have not been blacklisted or prosecuted or penalized by any Government Department or Institution where I have provided similar services in the last 5 years.
4. I am not involved in any litigation with any Government Department or Institution in relation to similar services provided by me.
5. I have not defaulted in remission of any statutory dues to EPF or ESI authorities in the last five years.
6. The financial bid is separately submitted against this tender.

Name, Seal & Signature of the Bidder

Seal of the Organization

Place:

Date:

**ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE**

**Nehru Nagar, Belagavi – 590010**

**Annexure 1**

**PROVIDING - MAN POWER FOR HOUSE KEEPING, ELECTRICAL & PLUMBING**

Sl. No.	Particulars	Category	Job description	No. of Posts	Daily wages (Basic + VDA) w.e.f. 01.10.2020	Contribution EPF Employers Share @ 12.50%	Contribution ESI Employers Share @ 3.25%	Total Wages per Day
1	Electrician	Semi-Skilled	Maintenance & Management of Electrical facilities & fittings, Generator & UPS	1	603	75	20	698
2	Plumber	Semi-Skilled	Maintenance & Management of Plumbing facilities & Fittings, water supply facilities	1	603	75	20	698
3	At tender & Cleaner	Unskilled	Sweeping & Cleaning of Office Building/Canteen/ Hostels/Guest House etc; including wash rooms/WC & Garbage removal	10	534	67	17	618
<b>TOTAL</b>				<b>12</b>				

**ICMR-NATIONAL INSTITUTE OF TRADITIONAL MEDICINE**

**Nehru Nagar, Belagavi – 590010**

**Annexure 2 – Qualification and Job Description**

**PROVIDING - MAN POWER FOR HOUSE KEEPING, ELECTRICAL & PLUMBING**

Sl. No.	Particulars	Category	Job description	No. of Posts	Age Group(years) Relax able in special Cases	Required Qualification	Required Technical Qualification	Required Experience
1	Electrician	Semi-Skilled	Maintenance & Management of Electrical facilities & fittings, Generator & UPS	1	25 to 55	SSLC	ITI/Diploma in Electrician	5 Years
2	Plumber	Semi-Skilled	Maintenance & Management of Plumbing facilities & Fittings, water supply facilities	1	25 to 55	SSLC	ITI/Diploma in plumbing	5 Years
3	Attender & Cleaner	Unskilled	Sweeping & Cleaning of Office Building/Canteen/ Hostels/Guest House etc; including wash rooms/WC & Garbage removal	10	25 to 55	SSLC		1 year
Documents to be produced – Aadhaar Card, Education certificate, Bank Account, EPIC,SSLC or Birth certificate, Experience certificate								

**PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE BOND/SECURITY DEPOSIT  
(To be stamped in accordance with Stamp Act)**

**(STAMP PAPER SHOULD BE PURCHASED IN THE NAME OF ISSUING BANK)**

Ref: \_\_\_\_\_

Dated: \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

To,

**The Director,**  
ICMR-National Institute of Traditional Medicine  
National Highway No.4,  
Nehru Nagar,  
**Belagavi- 590010.**

Dear Sir,

1. In consideration of ICMR-National Institute of Traditional Medicine (here in after referred to as ICMR-NITM which expression shall unless repugnant to the context or meaning thereof, includes all its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ with its registered office at \_\_\_\_\_ (Hereinafter referred to as the 'Contractor'. Which expression shall unless repugnant to the context or meaning thereof, include its successor, administrators, executors and assigns), a Contract by issue of Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been acknowledged by the Contractor, for \_\_\_\_\_ (Name of the work) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to 10% (\*) \_\_\_\_\_ of the said basic value of the aforesaid work under the Purchase Order.

2. We (Name of Bank) \_\_\_\_\_ registered under law of having head / registered office at (here in after referred to as "the Bank" which expression shall unless repugnant to the context or meaning there of, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing and any/all monies to the extent of Indian Rs. \_\_\_\_\_ (in figures) Indian Rs. \_\_\_\_\_ (in words) Without any demur, reservation, Contractor. Any such demand by ICMR-NITM on the Bank by serving a written notice shall be conclusive and binding without any proof on the

bank as regards the amount due and payable notwithstanding any dispute(s) pending before any court, Tribunal, Arbitrator, or any other authority and/or any other matter or thing what so ever as liability under these presents being absolute and unequivocal.

We agree that the Guarantee here in shall be irrevocable and shall continue to be enforceable until it is discharged by ICMR-NITM in writing. The guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid binding and operative against the bank.

3. The Bank also agrees to that ICMR-NITM at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and not withstanding any security or other guarantee that Institute may have in relation to the Contractor's liabilities.

4. The Bank further agree that ICMR-NITM shall have the fullest liberty without our consent and without affecting in any manner our obligations here in under to vary, any of the terms and conditions of the said contractor to extend time of performance by the said Contractor(s) from time to time to postpone for any time or from time to time exercise of any of the powers vested in ICMR-NITM against the said Contract(s) and to forebear or in force any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any such matter or thing what so ever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the guarantee here in contained shall remain in full force during the period that is taken for the performance of the Contract and all the dues of ICMR-NITM under or by virtue of the contract have been fully paid and its claim satisfied or discharged or till ICMR-NITM discharge this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of ICMR-NITM or that of the Contractor.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agree that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Court of the Place from where tender have been invited.

9. Notwithstanding anything-contained herein above, our liability under this guarantee is limited to India Rs. \_\_\_\_\_ (in figures) \_\_\_\_\_ (in words) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry).

Any claim under this Guarantee, must be received by us before the expiry of this Guarantee. If no such claim has been received by us by the said dated, the rights of ICMR-NITM under this Guarantee will cease. However, if such claim has been received by us within the said date, all the rights of ICMR-NITM under this Guarantee shall be valid and shall not cease until and we have satisfied that claim.

In witness where of, the bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

**Witness 1**

(Signature)  
 Full Name, Designation  
 Official Address

(Signature)  
 Full Name, Designation  
 Official Address with Stamp

Attorney  
 As Power of Attorney  
 No.....  
 Date.....

**Witness No.2**

(Signature)  
 Full Name and Official  
 Address (in legible letters)

**Note: This Bank Guarantee/all further communication relating to the Bank Guarantee should be forwarded to: The Director, ICMR-National Institute of Traditional Medicine, Belagavi 590010, Karnataka.**

## Part – II

### FINANCIAL BID

To,

**The Director,**  
ICMR-NITM,  
Nehru Nagar,  
Belagavi - 590010

Sir,

I/We have read and understood all the terms and conditions of the contract for deployment of manpower as mentioned in the Tender and do hereby submit my/our unqualified acceptance to the same and accordingly we submit our competitive rates towards Service Charges as below:

Sl. No.	Particulars	Rate in %
1	Service Charges on (Basic + VDA ) % in Figures	
2	Service Charges on (Basic + VDA ) % in Words	
3	GST on (Basic + VDA + Service Charges)	Extra as applicable. Presently @ 18%

**Note:**

1. The service charges shall be filled up in percentage and both in figures as well in words.
2. If there is a difference of amount in words & figures the lesser one will be considered.
3. GST, EPF & ESI amount will be reimbursed only on submission /production of proof of the payments.
4. Payment will be made for the number of working days in a month as per labour laws.
5. Statuary deductions like TDS under Income tax Act & TDS under GST Act as applicable will be made from the payment
6. Any other payments likewise Uniform, shoe, leave salary, Bonus and etc., should be met by the contractor only. ICMR-NITM has no liability towards the same.

I/We agree to forfeit of Earnest Money if I/We fail to comply with any of the terms and conditions in whole or in part laid down in the tender form.

Place:

Date:

Signature

Name & Address of the firm with Seal