

NATIONAL INSTITUTE OF INDIAN MEDICAL HERITAGE
(Central Council for Research in Ayurvedic Sciences)
Revenue Board Colony, Gaddiannaram, HYDERABAD-500 036

REF No: NIIMH/Admn/Allied. & Misc. Works/2015-16

Dated 29-12-2015

**TENDER DOCUMENT FOR ANNUAL JOB CONTRACT FOR PROVIDING SUPPORT
TO MAINTENANCE OF ALLIED AND MISC., WORKS IN NIIMH, AT HYDERABAD**

- | | |
|----------------------------|--|
| 1. ORIGINAL | : To be submitted at NIIMH, Hyderabad-36 |
| 2. DUPLICATE | : To be retained by the tender for reference |
| 3. COST OF TENDER DOCUMENT | : Rs.1000/- (Non-Refundable) |
-

TENDER TO BE ISSUED FROM : 29-12-2015 to 19-01-2016
(On all working days from 09:30am to 06:00pm
except Saturday, Sunday & Govt. Holidays)

LAST DATE & TIME FOR SUBMISSION
OF FILED IN TENDERS : 19-01-2016 at 11:00AM

TENDER OPENING DATE & TIME : 19-01-2016 at 11:00AM

E.M.D TO BE DEPOSITED ALONG WITH TENDER: Rs. 1,50,000/-

CONTENTS

| Sl. No. | Description | Page Nos. |
|----------------|--------------------------------|------------------|
| 1. | NOTICE INVITING TENDER | 02 |
| 2. | TENDER AGREEMENT | 03 |
| 3. | Instructions to Tenders | 04-05 |
| 4. | PART I (Technical) | 06-07 |
| 5. | PART II (Price Bid) | 08 |
| 6. | Technical details | 09-11 |
| 7. | General terms and Conditions | 12-19 |
| 8. | Price bid | 20-21 |
| 9. | Under taking by the Contractor | 22 |

Tender issued to:
Name and Address

SIGNATURE OF TENDER


SIGNATURE OF THE OFFICER OF
NIIMH, ISSUING TENDER

NATIONAL INSTITUTE OF INDIAN MEDICAL HERITAGE
(Central Council for Research in Ayurvedic Sciences)
Revenue Board Colony, Gaddiannram, HYDERABAD-500 036

REF No: NIIMH/Admn/Allied. & Misc. Works/2015-16

Date: 29-12-2015

NOTICE INVITING TENDERS

Director, NIIMH invites sealed tenders from experienced registered contractors holding a valid labour license under the provisions of Contractor Labour (Regular and Abolition) Act 1970 and registered with ESIC, EPF and Service Tax Authorities for Job contract of the following work.

| Sl. No. | Name of work | Estimated Cost (Rs.) | Cost of Tender Document (Rs.) | Earnest Money Deposit (Rs.) |
|---------|--|----------------------|--|--|
| 1 | Annual Maintenance of Allied and Misc., Works at NIIMH, Hyderabad for the year 2015-16 | Rs.50 Lakhs | Rs. 1000/- by way of Demand Draft in favour of "DIRECTOR, NIIMH Hyderabad" payable Hyderabad | Rs. 1,50,000/- Demand Draft in favour of "DIRECTOR, NIIMH" payable Hyderabad |

The tender document can be obtained in person from the Office Section from **29-12-2015 to 19-01-2016**, on all working days between 09:30 am to 06:00 pm or can be downloaded from website <http://niimh.nic.in>. If the tender form is downloaded from website then bank draft of Rs.1000/- in favour of the "**DIRECTOR, National Institute of Indian Medical Heritage**", payable at Hyderabad, may invariable be attached with the tender at the time of submission. The Last date for submission of Sealed Tenders is 19-01-2016 till 11:00 AM. EMD of Rs. 1,50,000 (Rupees One Lakh Fifty Thousands only) is to be submitted in the form of Demand Draft/bankers cheque payable at Hyderabad, drawn in favour of "**DIRECTOR, National Institute of Indian Medical Heritage**", payable at Hyderabad, from any one of the scheduled banks. EMD in any other form is not acceptable. **Please note that tender received with insufficient EMD or without EMD shall be summarily rejected.**

Late and delayed receipt of tenders will not be opened and summarily rejected. Detailed NIT and complete tender document is available on our website <http://niimh.nic.in>.


DIRECTOR

TENDER AGREEMENT

Date: _____

To
The Director
NIIMH, Hyderabad

Tender Ref. No. : _____

Name of Work: **Annual Maintenance of Allied and Misc., Works at NIIMH, Hyderabad**

Sir,

I/We understand the nature and quantum of work to be carried out and read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 60 (Sixty) days from the date fixed for opening the Part I and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted, I/We understand that my/our "Earnest Money Deposit" submitted along with the tender to "**NIIMH, Hyderabad**" will be liable for forfeiture. The rate quoted is firm and I/We will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the NIIMH, general conditions of the contract as amended from time to time and to carry out the work according to the drawings, specifications and special conditions of the contract laid down by NIIMH.

A sum of Rs. 1,50,000 (Rupees One Lakh Fifty Thousands only) is hereby enclosed as Earnest Money in the form of Demand Draft/Banker's Cheque drawn in favour of "**NIIMH, Hyderabad**" from any Scheduled Bank. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if:-

a. I/We do not execute the contract documents immediately after getting information from NIIMH.

b. I/We do not commence the work within 7 days after issue of the letter/contract to that effect.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s) with Stamp, Address:



NATIONAL INSTITUTE OF INDIAN MEDICAL HERITAGE

Tender No. NIIMH/Admn/Allied. & Misc. Works/2015-16

Name of Work: Annual Maintenance of Allied and Misc., Works at NIIMH, Hyderabad.

Sale of tender document : From 29-12-2015 to 19-01-2016

Submission of tender : On or before 19-01-2016 by 11-00 am

Tender (Part I) Opening date and time: On 19-01-2016 at 11-00 am

INSTRUCTION TO TENDERERS

Tender comprises of three Covers/Envelopes – Part I (Technical), Part II (Price Bid) and EMD. The Cover super-scribed 'Part I(Technical Bid)' should consist of all the technical details including the previous experience, nature of work to be carried out, details of manpower provided for each work etc and other statutory points in the format given at Annexure 'A'. The acceptance of the Tenderer to the General Terms and Conditions should also be submitted inside the Part I (Technical Bid) cover. The cover super-scribed 'Part-II (Price Bid)' shall consist of the Price Bid in the format given at Annexure 'B'. The EMD should be kept in a separate sealed cover super-scribed as "EMD-Annual contract for Maintenance of Allied and Misc., Works" for the year 2015-16 at NIIMH, Hyderabad and all the three signed and sealed covers (i.e. Part I, Part II and the EMD) should be kept in a big single sealed cover super-scribed as "Tender for Annual Maintenance of Allied and Misc., Works for the year 2015-16 at NIIMH, Hyderabad".

a. Submission of EMD of Rs. 1,50,000 (Rupees One Lakhs Fifty Thousand Only) is a must and should be submitted along with the tender. The EMD is to be furnished only in the form of DD/Banker's cheque from any schedule bank drawn in favour of "NIIMH" payable at Hyderabad. EMD in any other form including cheque/Banker's Guarantee etc. will not be accepted as valid EMD. In respect of the successful bidder, this EMD will be adjusted as part of **security deposit (Performance Security)**. **EMD submitted by other bidders will be returned after finalization of the contract.** Tenders received without valid EMD or insufficient EMD shall be summarily rejected.

b. For due performance of his/their obligations under the contract, during the validity, the successful tenderers shall have to deposit 10% of the contract value as Security Deposit which will be free of interest, immediately after conclusion of the contract. This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute from any of the Nationalized Banks or SBI or in the form of DD from any one of the scheduled banks. The security deposit will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit will be refunded after adjusting dues if any to the NIIMH from the Contractor.

c. The tenderer should read the 'General Terms and Conditions' annexed hereto and give their acceptance at the end and submit it with the Technical Bid (Part I). The tenderer is advised to visit the NIIMH on any working day between 9.30 am to 6.00 pm to assess the nature and quantum of work before tendering and ascertain details from the concerned In-charge.

d. The tender should be clearly filled and signed with date in ink legibly or type written giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature & date shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.

e. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.

f. Failure to fulfill any of the conditions given above shall render the tender liable for rejection.

g. The Director, NIIMH does not bind himself/herself to accept the lowest or any tender and reserves to himself/herself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.



PART – I (TECHNICAL)

Technical Details should be provided in the prescribed format i.e. Annexure "A" which should inter alia contain the following:

a. The tenderer should be a registered contractor/Cooperative Society having a valid license under the Contract Labour Act and should furnish the proof of his experience of providing support to Maintenance of Allied and Misc., Works in Government/Private Organisations/Public Sector Undertakings/any CSIR Laboratory/large hospital or any other similar organization of repute. The contractor should furnish the details in the Annexure 'A' of the Tender Document.

The estimated cost of the Tender is Rs.50.00 Lakhs per annum.

The work done certificate for having successfully executed/completed similar works during the last 5 years as on the date of this notification, should be either of the following:

- Three similar completed works during the last 5 years, each costing not less than the amount equal to Rs. 20.00 Lakhs OR
- Two similar completed works during the last 5 years, each costing not less than the amount equal to Rs. 30.00 Lakhs OR
- One similar completed work during the last 5 years costing not less than the amount equal to Rs.50.00 Lakhs.

“Similar Work” means Maintenance and up keep of Guest Houses and other supporting allied & misc., works.

b. An Earnest Money Deposit of Rs. 1,50,000 (Rupees one Lakh fifty Thousand Only) will have to be furnished along with tender documents in the form of DD/Bankers cheque from any one of the Scheduled banks drawn in favour of “NIMH” and payable at Hyderabad, which will be adjusted towards the Security Deposit, if the contract is awarded to him/her/firm.

c. The tenderer must have annual financial turnover during the last 3 years ending 31st March of the previous financial year not less than 30% the amount to tender (estimated cost) in each financial year which shall be duly certified by his Banker/Chartered Accountant.

d. PAN details of the firm have to be indicated along with a certified copy.

e. An affidavit (latest) duly certified by a Notary that the Partners of the firm or sole proprietor or company as the case may be, has never been black listed or changed the name of the firm. The persons deployed for work should not be involved in any police case or any case should be pending against them. Police verification certificate for the persons deployed for work to be submitted.

f. An affidavit (latest) duly certified by a Notary that there is no police case/vigilance enquiry pending against the partners of the firm or sole proprietor or company as the case may be, and that has never been punished by any Hon'ble Court.



g. Names/addresses of two persons who can vouch for the credentials of the contractor and stand surety.

h. The entire tender document (each page) should be duly signed with date & sealed by the tenderer.

i The tenderer shall submit the information regarding his firm in the format enclosed as Annexure "A" as part of Technical bid along with the General Terms & Conditions (duly signed) of Annual contract for providing support to Maintenance of Allied and Misc., Works on job contract basis for the year 2015-16 at NIIMH, Hyderabad.

j. The workers must be provided with uniform and other materials as approved by the authority (Both Males & Females) while on duty by the contractor. They should maintain personal hygiene. They should behave politely and amenable to discipline.

k. The Tenderer must have E.P.F./E.S.I.C Registration number as per the rules to contribute to E.P.F./E.S.I.C. The successful Contractor if operating from outside of Hyderabad but having branch office in the city will have to obtain EPF and ESI subcodes in Hyderabad within 1 month of award of Contract for administrative convenience without which the tender is liable to be rejected.

l. If in the opinion of the NIIMH authorities, the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced immediately.

m. All copies of documents submitted by the tenderer should be attested by a Gazetted Officer or a Notary, otherwise the bids are liable for disqualification. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which; the bids are liable for disqualification.

n. The Part I (Technical Bid) will only be opened on **19-01-2016 at 11.00 AM**. Thereafter the technical bids will be evaluated by a Committee and based on the recommendations of the Committee only those tenders who fulfill the Technical bid conditions will be called to participate in the opening of Part II (Price Bid).



PART – II (PRICE-BID)

- a. Price bid should be in the format enclosed with tender at Annexure "B" (Schedule of quantities) in separate sealed cover. **Failure to provide price bid in a sealed separate cover will result in invalidation of the offer.**
- b. Tender envelope should be sealed by sealing wax. **The envelopes containing Technical Bid, Price Bid & EMD should be in separate sealed covers and all the three covers should be put in one sealed cover** as indicated above.
- c. The tender should be clearly filled and signed in ink with date legibly or type written giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any unless legibly attested by the tenderer with his full signature with date shall invalidate the tender. The tenderer should duly sign each page of the entire tender document personally.
- d. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
- e. Failure to fulfill any of the conditions given above shall render the tender liable for rejection.
- f. The service charges will be the primary criteria for evaluation of Price Bid. However mere quoting of low profit margin does not entitle a contractor for award of the Job Contract in NIIMH. The workability of the contractor, past track record and experience will be evaluated before award of work. **The Director NIIMH reserves the right to accept or reject the lowest tender or any tender in part or full without assigning any reason whatsoever.**



TECHNICAL DETAILS**A. Documents/details to be invariably submitted: -**

| Sl. No. | Particulars | Fill in the details |
|---------|--|------------------------------------|
| 1. | Name of Firm/Tenderer/Company (in block letters) | |
| 2. | Year of incorporation of the Firm/Company | |
| 3. | Office address for Correspondence along with contact Nos. & Email ID/FAX | |
| 4. | Permanent Address, Telephone/Fax No./E-mail: | |
| 5. | Details of experience of providing support to Maintenance of Allied and Misc., Works of Manpower in Govt./Private Organizations/ PSUs/ NIIMH/Labs/ any Large Hospital / R&D organization /any other reputed organization during last five years (separate sheet may be attached). Names of the major clients with their addresses, telephone numbers along with copies of experience certificates/credentials issued by such clients duly attested by a gazetted officer/notarized. The work done certificate should contain the details of work executed, the value of work, the date of commencement and date of completion of the work. | (Attach as enclosure & refer here) |
| 6. | Details of infrastructure, persons employed along with their qualification & experience, number of offices/branches available (attach separate sheet) | (Attach as enclosure & refer here) |
| 7. | Details of persons exclusively to be deployed for this work | (Attach as enclosure & refer here) |
| 8. | Earnest Money Amount Rs. 1,50,000/- Bank Draft No. & Date, Banker's Name & Branch | |
| 9. | Proof of Financial Capacity from his bankers/Chartered Accountant (including current financial year) | (Attach as enclosure & refer here) |



| | | |
|-----|---|------------------------------------|
| 10. | An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been black listed/not involved in any Police Case/Vigilance enquiry pending or ever been punished by any Hon'ble Court. | (Attach as enclosure & refer here) |
| 11. | Latest Income Tax Return (last three years), TAN/PAN No., Professional Tax, Sales tax and Service Tax Regn. Nos. & Clearance (last three years) (enclose photo copies) | (Attach as enclosure & refer here) |
| 12. | Details of establishment Registration with date obtained from the various authorities (enclose photo copies) | (Attach as enclosure & refer here) |
| 13. | Copy of a valid License issued by the State /Central Labour Department under Contract Labour Act duly attested by a gazetted office/notarized. | (Attach as enclosure & refer here) |
| 14. | Details of E.S.I.C. Registration with Date and proof of registration | (Attach as enclosure & refer here) |
| 15. | Details of E.P.F. Registration with date and proof of registration | (Attach as enclosure & refer here) |
| 16. | Audited balance sheet and Profit/Loss A/c for the last 3 years (enclose photo copies) | (Attach as enclosure & refer here) |

- Particulars of the technical details have to be clearly mentioned in all the columns and in case of incomplete particulars, the tender is liable to be summarily rejected without assigning any reason.

Signature of Tenderer
Seal & address

Date:

B. Documents to be submitted by the successful Tenderer before award of work

| | |
|---|--|
| 1 | Proof of Financial Capacity from his bankers/Chartered Accountant |
| 2 | Audited balance sheet and Profit/Loss A/c for _____ |
| 3 | Names/addresses of two persons who can vouch for the credentials of the contractor and stand surety. |

Date:

Signature of Tenderer, Seal & address



GENERAL TERMS & CONDITIONS

(Please read the following carefully and give acceptance for the same at the end and submit it with the Technical Bid)

A. GENERAL INSTRUCTIONS

1. The tenderer submitting tender would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. The Director NIIMH reserves the right to cancel or reject in full or part any or all tenders received, without assigning any reasons.
3. Any action on the part of the tenderer to influence any officer of the NIIMH or canvassing in any form shall make the tender liable for rejection.
4. The contract will be for a period of one year initially, which can be curtailed or extended based on the satisfactory performance of the initial period of the contract. The Director NIIMH may renew/extend the contract to such further period(s), as it may deem fit and proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.
5. All works shall be executed as per detailed specifications and as directed by an officer/official nominated by the Director.
6. The contractor shall deploy the required number of highly skilled, skilled, semiskilled and unskilled workers per day as per the requirement. The Director, NIIMH reserves the right either to increase or decrease the manpower/man days at any time as per exigency of the work.
7. Time is the essence of this contract. In case the Contractor fails in fulfilling the obligations fully and in time, the Director NIIMH shall have the absolute right to take up the work at the Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit. The Institute shall have right to impose penalty commensurate with the fault and amount towards damages, if any, shall be recovered from the bill.
8. The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the NIIMH from any claims in this regard.
9. The Contractor will be required to post skilled manpower as may be needed to supervise and guide the workers Skilled as well as unskilled for proper execution of the work as per directions of the Officer-in-charge nominated by Director of the Institute to administer the contract.



10. All letters posted to Contractor at the address given by him will be considered to have been delivered in time.

11. For due performance of his/their obligations under the contract, during the validity, the successful tenderer shall have to deposit **Rs.5,00,000/- as Security Deposit** which will be free of interest, immediately after commencement of the contract. This security deposit is to be furnished in the form of **Bank Guarantee/Demand Draft/Banker's cheque in favour of Director "NIIMH"** from any of the **Nationalized Banks or SBI or in the form of DD** from any one of the scheduled banks. The security deposit will be forfeited in case of any breach of contract. After successful completion of the contract, the security deposit will be refunded after adjusting dues, if any, to the NIIMH from the contractor.

12. If it is observed at any stage that the quality of the work is not satisfactory, the contract/work order as a whole may be terminated and security deposit forfeited. The Contractor will have no claims what so ever on the NIIMH.

13. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Institute for the inferior works as determined by the NIIMH and in case all payments have been made to the Contractor for this work, this amount may be deducted from any sum due to the contractor or any other work within the Institute/NIIMH.

14. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the contractor and the contractor would pay claims made by these victims. The Contractor shall indemnify the NIIMH from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The contractor will fully indemnify NIIMH against all claims in this regard.

15. It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:

- Employment of Children Act;
- Workmen compensation Act
- Employment of Labour/Contract Labour Act
- Industrial Employment Act
- Contract Labour (Abolition & Regulation) Act 1970
- Minimum Wages Act 1948
- Employee Provident Fund Act
- Any other act or legislation, which may govern the nature of the contract.

16. Any liability arising on the NIIMH shall be deducted from the bills of the contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the contractor. There would be no liabilities towards the workers of the contractor by the NIIMH.



17. The NIIMH through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.

18. The Contractor is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer (to be nominated by the Director) from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.

19. In the event of the contractor failing to execute the Annual Maintenance of Allied and Misc., Works for the year 2015-16 at NIIMH, Hyderabad surrounding premises under contract in whole or in part an alternative arrangement will be made by the NIIMH, totally at the cost & risk of contractor besides any suitable fine/penalty.

20. The contractor shall be liable to pay compensation for any loss & damage caused to the property of the NIIMH or its Staff Members/Students/ Visitors by the contractor or his workers.

21. The contractor shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff; the contractor will be under an obligation to change the worker concerned when instructed by the Director, NIIMH or his nominee. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The NIIMH shall not and cannot hold any responsibility with regard to staff on the role of the contractor whatsoever.

22. The contractor & his staff shall follow the rules & regulations of the NIIMH in force and instructions issued from time-to-time. The NIIMH will be free to take action against the contractor for violating the same.

23. The NIIMH reserves the right to terminate the contract without assigning any reason by giving a notice of three months. The contractor will also have to serve a notice of 3 months, if he wishes to terminate the contract.

24. In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter the matter shall be referred to the Director, NIIMH or any other officer nominated by the Director, NIIMH for arbitration whose decision shall be final and binding on both the parties. The contractor agrees that the arbitrator could be an employee of the Institute & shall not have any objection in this regard. The proceedings before the arbitrator would be governed by the provisions of the Arbitration & Reconciliation Act 1996 and modifications thereof.



25. The services of employees of contractor should be made available in the following man-days.

| | | |
|------|---------------------------|------|
| i) | Data Entry Operator | : 03 |
| ii) | Electrician | : 01 |
| iii) | MTS | : 03 |
| iv) | Hindi Assistant | : 01 |
| v) | Hindi DEO | : 01 |
| vi) | House Keeping | : 09 |
| vii) | Security Guard (Un-armed) | : 07 |

The required man days under various categories are indicative only. However the deployment shall be as per actual requirement which shall be decided in consultation with the concerned. Any increase/decrease in the actual deployed man days, shall increase/reduce the payments proportionately.

26. A verification report in respect of all the personnel of contractor from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data including Aadhar Card No. of each employee posted to NIIMH along with photo and thumb impression should be handed over to the Director of the NIIMH. Any changes should be informed immediately.

27. The Contractor shall be fully responsible for providing leave benefits, weekly offs, National & Festival holidays etc., to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.

B. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

1. The NIIMH with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.

C. NIIMH OBLIGATIONS

The NIIMH will not charge any amount from the contractor for water & electricity towards supplied for Annual Maintenance of Allied and Misc., Works at NIIMH Hyderabad.

D. CONTRACTOR'S OBLIGATIONS

1. The contractor shall pay his workers the minimum wages fixed by the Central Govt. which will include Basic Pay, EPF, Maternity Leave, Welfare charges, Paid Holidays, etc. for unskilled/semiskilled/skilled & highly skilled workers from time-to-time, throughout the tenure of contract in the presence of the representative of the Director, NIIMH. **The contractor shall pay wages to all workers employed by him not less than the minimum wages by 7th of every month to their respective Bank Accounts along with pay slip as per directives of Central Labour Enforcement Authority.**

In the event of local problems arising while discharging the functions at NIIMH, the contractor will deal with them appropriately and he will not bring NIIMH on the scene for such matters. The Controller of Administration/Administrative Officer should be kept informed of any such occurrence and the solution found.

E. THE CONTRACTOR WILL PROVIDE:

Identity Cards/Employment Card:

The contractor will issue identity cards to his workers/supervisors after getting them verified by the Director, NIIMH or his nominee. Any worker found without Identity Card will not be permitted to enter the NIIMH premises. He will post a supervisor at a specific point to receive & manage complaints & instructions.

Uniforms:

The contractor should provide Two (2) sets of uniform and one (1) set of shoes to Security Personal, Electrician & Two (2) sets of uniform and one (1) set of Chappal to Housekeeping employees at Agency cost be provided annually, as approved by the authority (Both Males & Females) while on duty. Sufficient number of uniforms would have to be provided so that the worker is always present with neat and tidy uniform. It will be strictly monitored & severe fine will be imposed and will be deducted from the bill, if the worker is found without uniform. **Under any circumstances workers should not be charged.**

F. REPORT

1. The contractor or his representative shall daily report to the Director, NIIMH or his nominee to supervise the work under the contract and take instruction every day from him for the work on a Book/Register maintained by the contractor exclusively for the purpose. He shall preserve the said book and produce the same as and when required.
2. The contractor will prepare a schedule on the works to be carried out in the areas of works allotted before commencement of actual works.
3. The contractor will prepare a list of protocol and daily checks for the works assigned by the concerned and displaying the same on all areas of work to be carried out.
4. The contractor/his representative should approach the supervisor/in-charge, if he needs any instructions/help or has any difficulties.
5. The contractor/his representative should all the time be available at work site during the course of his work.



G. SCOPE OF WORK

1. The guidelines for Maintenance of Allied and Misc., Works is supply of manpower having exposure to maintenance and up keep of Guest Houses and other supporting allied & misc., works as explained by the Competent Authority.
2. The Personnel deployed by the contractor shall be present in the premises and carry out duty for entire eight hours excluding meals/tea hrs. in shifts/staggered duties as assigned by competent authorities.
3. The workers should maintain highest discipline and behave politely and proper manner with the Staff Members and guests. They should not argue with the staff Members and guests.

H. PAYMENT CONDITONS:

1. **The Contractor will be responsible for making the payment directly to its workers by 7th of each month from his own sources and subsequently raise the bill for reimbursement, which will be verified on the basis of actual amount disbursed and attendance etc.**
2. **The contractor shall make payment to the workers by deposition the payment towards the wages in their bank accounts and submit the bank details to the office with the bill for verification as decided by the Competent Authority.**
3. The Contractor will submit the monthly bills for reimbursement in duplicate after satisfactory completion of the work and payment to the workers, to the Office for certification for pro-rate reimbursement. The office on receipt of the bill will check the work record and there after process the bill for payment.
4. All bills should be submitted on printed forms, duly signed and pre-receipted.
5. Payment will be made by the Institute to the contractor on monthly basis on submission of bills in duplicate along with the certificate of satisfactory performance of work from the concerned officer of the NIIMH. The payment towards EPF, ESI contributions, Professional Tax and Service tax shall be claimed by the contractor on submission of proof of remittance.
6. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the contractor.
7. No overtime shall be paid to contract worker. For any extra duties alternate standby persons shall have to be provided by the contractor.



I. COMMENCEMENT OF WORK

The Contractor is required to start the work of Providing support to Maintenance of Allied and Misc., Works with effect from the date of acceptance of the contract. In case it is found that the work has not been taken up from the above date, the NIIMH at its sole discretion may cancel the work order and the EMD shall be forfeited without any further reference to the Contractor.

J. CANCELLATION OF CONTRACT

1. Notwithstanding any other provisions made in the contract, the NIIMH reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.

2. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the NIIMH shall be forfeited without any claim whatsoever on NIIMH and the contractor is liable for action as appropriate under the extant laws.



LETTER OF ACCEPTANCE

I have read the Tender conditions including the General Terms and Conditions of the Job Contract given in the tender document for the work Maintenance of Allied and Misc., Works in NIIMH and I agree to abide by the same.

Signature of the Contractor & Seal:

Address for Correspondence: _____

Date:

Contractor's Seal & Signature

A handwritten signature in blue ink, consisting of stylized cursive letters, followed by a long horizontal line extending to the right.

PART – II – PRICE BID

TO BE FILLED BY THE CONTRACTOR:

RATE PER PERSON PER MONTH

| | | | | | | | |
|--|----------------------------------|--------------------|------------|------------------------|------------------|----------------------|----------------------------------|
| Name and address of the firm: | | | | | | | |
| Contact Persons with Phone Nos. | | | | | | | |
| Labour License No. | | | | | | | |
| ESIC registration No. | | | | | | | |
| EPF registration No. | | | | | | | |
| Service Tax No. | | | | | | | |
| PAN No. | | | | | | | |
| | Data Entry Operator (DEO) | Electrician | MTS | Hindi Assistant | Hindi DEO | House Keeping | Security Guard (Un-armed) |
| | 01 | 02 | 03 | 04 | 05 | 06 | 07 |
| Minimum Wages (Per month) | Rs.16000/- | Rs.16000/- | | Rs.20,000/- | Rs.16000/- | | |
| EPF @ 13.61% (incl. of 12% EPF Employer's contributions, Admin charges @ 1.11%, EDLI @ 0.5%) | | | | | | | |
| ESIC @ 4.75% | | | | | | | |
| Service Charges | | | | | | | |
| Sub Total | | | | | | | |
| Service Tax as notified from time to Time | | | | | | | |
| Total (Per Month) | | | | | | | |

- Particulars of the Payment details have to be clearly mentioned in all the columns and in case of incomplete particulars, the tender is liable to be summarily rejected without assigning any reason. Minimum Wages will be revised from time to time as per the Govt. orders.

- The rates quoted are as per the latest rates fixed by the Government of India Ministry of Labour & Employment Office of the Regional Labour Commissioner(Central) A.T.I Campus, Vidyanagar, Hyderabad for unskilled, semiskilled and skilled workers.

Date :

Signature of the contractor
with date and Rubber Stamp

A handwritten signature in blue ink, consisting of a stylized name followed by a long horizontal stroke extending to the right.

UNDERTAKING BY CONTRACTOR

I/We hereby certify that:

1. Full manpower will be engaged on daily basis for the Services sought under this contract on rotation basis (if required) as per given schedule or as per instructions of Officer-in-charge.
2. I/We have made the site visit in order to evaluate their level of services to be rendered and quoted accordingly.
3. I/We have specified the number of persons to be engaged daily (manpower) to execute all the works as mentioned above at NIIMH.
4. We agree that the payment will not be made for the work not carried out by the contractor in any of the above areas.
5. I/We agree for the bills payment on monthly pro-rata basis.
6. I/We agree to pay minimum wages as per Labour Enforcement Authority.
7. The holiday's list of the Maintenance of Allied and Misc., Works staff should be approved by the Competent Authority.
8. I/We agree to pay minimum wages as per the Labour Enforcement Authority + PF + ESIC + Paid Holidays. Payment will be made on or before 7th day of every month.
9. Substitute will be made available as and when required by the competent authority. Extra manpower if any called during conference/meetings etc. will be provided on 24 hour's notice.
10. Qualified, experienced Supervisors will be provided.
11. Identity Card/Employment Card in Form XIV of Minimum Wages Act., will be given to all the workers within 15 days of award of work and it will be replaced as and when required and a copy of the Identity Card of the personnel deployed by me/us be submitted to Competent Authority.

Place:

Date:

Contractor's Seal & Signature

