

MANPOWER TENDER

**CONTRACT FOR PROVIDING
HIGHLY SKILLED, SKILLED, UNSKILLED & SEMI-SKILLED MANPOWER**

AT

**ICMR – NATIONAL INSTITUTE OF OCCUPATIONAL HEALTH,
Meghaninagar, Ahmedabad-380016**

**TENDER START DATE & TIME : 11/10/2017
(For Online Documents Downloading) 10:00 HRS**

**TENDER END / CLOSING DATE & TIME : 02/11/2017
(For Online Documents Downloading) 10:00 HRS**

**START DATE & TIME FOR SUBMISSION OF 11/10/2017
TENDER 10:30 HRS**

**LAST / END DATE & TIME FOR 02/11/2017
SUBMISSION OF TENDER 10:30 HRS**

**DATE & TIME OF OPENING OF TENDER 02/11/2017
(Technical Bid Only) : 11:00 HRS**

VENUE

ICMR–National Institute of Occupational Health

(Indian Council of Medical Research)

P.B. No.2031, Meghani Nagar, Ahmedabad-380016, Gujarat, India.

Ph.: 079-22688730, 719 & 732 Fax : 079-22686110 www.nioh.org

DETAILED TENDER DOCUMENT IS AVAILABLE AT WEBSITE OF ICMR-NIOH

www.nioh.org

ICMR–NATIONAL INSTITUTE OF OCCUPATIONAL HEALTH

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CONTENTS OF TENDER DOCUMENT

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AT
ICMR-NATIONAL INSTITUTE OF OCCUPATIONAL HEALTH
MEGHANINAGAR, AHMEDABAD-380016.

S.No.	Description	Page No.
1	Notice Inviting Tender	03
2	Terms and Conditions	06
3	Qualifying Conditions	08
4	Detailed Status of the Firm	10
5	Rate Schedule	11
6	Format of Manpower Agreement	12

**ICMR–NATIONAL INSTITUTE OF OCCUPATIONAL HEALTH
(Indian Council of Medical Research)
Meghaninagar, Ahmedabad-380016**

Advt. No.5/ManpowerServices/NIOH/2017-18

NOTICE INVITING TENDER

CONTRACT FOR MANPOWER SERVICES

Sealed Tenders are invited under Two Bid systems (Part- I: Technical Bid and Part –II : Price Bid) for outsourcing of HIGHLY SKILLED, SKILLED, UNSKILLED & SEMI-SKILLED manpower from contractors with annual turnover of Rs.80.00 Lakh and more, holding valid license under Contract Labour (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having Goods & Service Tax registration and successfully carried out at least 03 similar works for supply of properly trained/experienced manpower of 30 or more persons under a single contract during the last 05 years in Govt./Semi-Govt./Central Autonomous bodies/PSUs/Govt. Universities and/or for NIOH/ICMR or its Laboratories/Institutes/Centres.

Detailed Tender documents can be downloaded from Institute's website i.e. www.nioh.org and physically submitted as per time schedule given quoting Advt. No.5/Manpower Services/NIOH/2017-18 accompanied by crossed demand drafts for Rs.500.00 as Tender Fee and Rs.10,000.00 as Earnest Money Deposit (EMD) from any nationalized / scheduled bank drawn in favour of The Director, NIOH payable at Ahmedabad.

- i) Start Date & Time for Downloading Tender Documents : 10:00 Hrs of 11/10/2017
- ii) End Date & Time for Downloading Tender Documents : 10:00 Hrs of 02/11/2017
- iii) Date & Time for Submission of Physical Tenders : Between 11/10/2017, 10:30 Hrs to 02/11/2017 10:30 Hrs During Office Working Timings.
- iv) Date & Time of Tender Opening (Only Technical Bids) : 02/11/2017 at 11:00 Hrs.
- v) Price Bid: Date and Time will be intimated at a later date.
- vi) Cost of Tender Document : Rs.500.00 (Rupees Five Hundred Only) (Non-Refundable)
- vii) Earnest Money Deposit (EMD) to be submitted along with the Technical Bid only :
Rs.10,000.00 (Rupees Ten Thousand Only) (Refundable)
- viii) Offer by Fax/E-mail will be summarily ignored and rejected without assigning any reason.

This advertisement and detailed tender documents are available on ICMR-NIOH website www.nioh.org only. However, the mode of submission of tender is physical only.

Corrigendum of this tender, if any, will be published only on website of the Institute. Therefore, the bidders are requested to visit the website from time to time till the tender is finalized.

The Director-in-Charge, ICMR-NIOH reserves the right to accept / reject any or all the Tenders without assigning any reason.

Director-in-Charge

ICMR–NATIONAL INSTITUTE OF OCCUPATIONAL HEALTH
(Indian Council of Medical Research)
Meghaninagar, Ahmedabad-380016

Advt. No.5/ManpowerServices/NIOH/2017-18

NOTICE INVITING TENDER IN DETAIL

1. National Institute of Occupational Health invites tenders under Two Bid Systems (Part-I: Technical Bid and Part-II : Price Bid) Manpower agency with annual turnover of Rs.80.00 Lakhs and more for supply of manpower work, holding valid license under Contract Labor (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having Goods & Service Tax registration and successfully carried out at least 03 contracts of 30 or more similar type of manpower (Highly Skilled, Skilled, Semi-Skilled & Un-Skilled) in each contract, consisting of only properly trained & experienced manpower / supervisors during the last 05 years in Govt./Semi-Govt./Central Autonomous bodies/PSUs/Govt. Universities and /or for ICMR/NIOH or its Laboratories/institutes/Centres.
2. The contract will be initially for a period of Two Years which may be extended further with mutual consent and if services found satisfactory.
3. Tender Documents along with detailed terms and conditions can be downloaded from Institute's website only. The same should be submitted physically to the Director In-Charge of the Institute by Hand/Post/Courier with Tender Fee of Rs.500.00 and Earnest Money Deposit (EMD) of Rs.10,000.00 in the form of demand drafts drawn in favour of The Director, NIOH payable at Ahmedabad, as per tender schedule during office hours only. The Bidders, who want to claim exemption from paying Tender Fee & EMD should submit copies of valid documents issued by concerned & appropriate government authorities. In case where, Tender Fee / EMD or Valid Documents in support of claiming exemption for paying Tender Fee & EMD are not found, those will be rejected at the time of technical tenders opening.
4. Manpower Agency may submit their tenders with following details in Part- I (Technical Bid):-
 - i) Attested & Valid Copy of Registration Certificate of Manpower Agency issued by the appropriate authority.
 - ii) Attested & Valid copy of Labour License from the Regional Labour Commissioner for specific number required for the contract under contract Labour (Regulation & Abolition) Act, 1970.
 - iii) Attested & Valid copy of Goods & Service Tax (GST) Registration Certificate.
 - iv) Attested & Valid copy of Registration under EPFO.
 - v) Attested & Valid copy of Registration under ESI.
 - vi) Status : Whether Proprietorship / Partnership Firm / Company.
 - vii) Proof at least 03 successfully carried out manpower contracts of 30 or more properly trained personnel/supervisors during the last 05 years in Govt./Semi-Govt./Central Autonomous Bodies/PSUs/Govt. Universities and / or for ICMR/NIOH or its Laboratories/Centres Institutes. (Please enclose satisfactory completion certificate of 03 contacts)
 - viii) List of Clients.
 - ix) Customer's Satisfaction Proof. (Certificates from at least 03 Clients)
 - x) Copy of PAN & ITR of the Last 03 Years.
 - xi) Audited Copies / Certificate(s) of Annual Turnover of last 03 years.
 - xii) An undertaking that the manpower agency has not been blacklisted by any Government Department / Autonomous bodies / PSUs / Govt. Universities, ICMR/NIOH or any of its laboratories / office/ centre as on the date of submission of the bid.

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

5. The bidder is expected to examine all the instructions, forms terms and specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.
6. The tender is to be submitted in two parts comprising Part-I: Technical Bid & Part-II: Price Bid. The Part-I (Technical Bid) should contain the Tender Fee of Rs.500.00 and EMD of Rs.10,000.00 or Valid Document claiming exemption from paying Tender Fee/EMD (as the case may be) and statement showing compliance with the criteria/ detailed technical specifications as per SI No.4 above and NIT. The Part-II (Price Bid) should contain only the price offered as per attached 'Rate Scheduled' format. Both the parts should be properly marked and enclosed in separate sealed envelopes for their proper identification. The envelopes superscribed TECHNICAL BID and PRICE BID should again be sealed in a third bigger envelope superscribing the tender number and '**CONTRACT FOR MANPOWER SERVICE**'. The Part-I (Technical Bid) will be opened in presence of the tenderers or their authorized representatives on the date of tender opening and the Part-II (Price Bid) after evaluation of Part-I. The Part-II of only those tenderers shall be opened who are found technically qualified to carry out the work, for which prior intimation will be given indicating the date and time of price bid opening.
7. A non-refundable Tender Fee of Rs.500.00 (Rupees Five Hundred Only) and refundable EMD of Rs.10,000.00 (Rupees Ten Thousand Only) in the form of Demand draft from any nationalized/scheduled bank drawn in favor of The Director, NIOH payable at Ahmedabad, must accompany Part-I (Technical Bid).
8. Tenders received after due date / time, without EMD or Valid Exemption Documents and incomplete tenders shall be rejected.
9. The Director-in-Charge, ICMR-NIOH reserves the right to accept or reject any or all the offers without assigning any reason. The Director In-Charge, ICMR-NIOH does not bind himself to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reasons.
10. Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing is liable for rejection.
11. The tenderer shall not be permitted to tender for works in ICMR-NIOH if a relative is posted in the grade of Sr. Admin. Officer / Admin. Officer / Accounts Officer / Section Officer or Technical Officer-A (Engg). He shall also intimate the name of the persons who are working with him in any capacity and are relatives as mentioned above.
12. Note : A person shall be deemed to be relative of another if, and only if, (a) they are members of a Hindu undivided family, or (b) they are husband and wife, or (c) the one is related to the other in the following manner : father, mother (including step mother), son (including step son), Son's wife, Daughter (including step daughter), Father's father, Son's son, Son's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sisters husband.
13. The tenderer shall quote rates both in figures and words. He shall also work out the amount for each item of work and write in both figures and words. On check if there are difference between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed :
 - (i) When there is difference between the rates in figures and in words, the rates, which

correspond to the amount worked out by the tenderer, shall be taken as correct.

(ii) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figure or in words the rate quoted by the tenderer in words shall be taken as correct.

(iii) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.

14. The tenderer should quote the rates after assessing the work requirement.

15. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, should mention it separately in the covering letter submitted along with the tender.

16. The Tender submitted by the tenderer shall remain valid for acceptance for a period of three months from of last date of submission of tender. The tenderer shall not be entitled during the said period of three months to revoke or cancel his tender or to vary the tender or any terms thereof.

17. All notice, communications, reference and complaints made by the Manpower Agency or the Contractor concerning the work shall be in writing and no notice, communication, reference or complaint other than in writing shall be recognized.

18. Bid must be received by the employer at the address specified above not later than the date and time specified for the submission of bid. If such is declared a holiday by the Govt. / Director In-Charge, ICMR-NIOH the bid will be received up to the appointed time on the next working day.

19. The "Manpower Agency shall indemnify the Director In-Charge, ICMR-NIOH for all losses/damages, whatsoever and shall be solely responsible for consequences of any untoward, uncalled for and unforeseen circumstances and happenings including accidents, if any.

20. The Director In-Charge, NIOH reserves the right to alter/ modify any or all conditions of this tender notice.

SCOPE OF WORK:

To provide Highly Skilled, Skilled, Un-skilled & Semi-skilled manpower for different types of works in routine & projects carried by the Institute; and also assisting the scientists, technical staff and officers in different divisions, offices, library, laboratories, guest-house, canteen etc. at ICMR-NIOH, Meghaninagar, Ahmedabad.

TERMS AND CONDITIONS:

1) **Period of Contract:** The contract will be initially for a period of two years, which may be extended further with mutual consent and only if services are found satisfactory.

2) **Earnest Money Deposit (EMD):** The EMD of Rs.10,000.00 (Rupees Ten Thousand Only) in the form of Demand Draft from any nationalized / scheduled bank drawn in favor of The Director, NIOH payable at Ahmedabad, must accompany Part-I (Technical Bid). The EMD shall be refunded to unsuccessful tenderer after finalization of the tender. The EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit

work order acceptance within 15 days from the date of work order.

- 3) **Bank Guarantee:** A 'Bank Guarantee for Performance Security' equivalent to minimum 10% of the total order value for two years should be furnished by the successful bidder as per GFR rules from any nationalized / scheduled bank in the prescribed proforma to be issued by the Institute, which will be valid till 60 days beyond the expiry date of contract. The Bank Guarantee shall be kept with Director In-Charge, ICMR-NIOH till the contract period is over and shall be released only after the successful completion of the contract.

In the event of extension of contract, the contractor will be required to submit a letter from the Bank with extended Bank Guarantee, which will also be valid till 60 days beyond the extended period of contract and will be kept with Director In-Charge, ICMR-NIOH.

- 4) The offers should be downloaded from ICMR-NIOH website (www.nioh.org) only and shall be submitted physically only to the Director In-Charge, ICMR-NIOH, Meghaninagar, Ahmedabad.
- 5) All the pages of quotations including the supportive documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
- 6) The requirement of manpower personnel will be purely need based. Therefore, the requirement may be increased or decreased as per requirement. The Director In-Charge, ICMR-NIOH will be under no obligation to hire any specific number of manpower personnel during the period of contract.
- 7) The Director In-Charge, ICMR-NIOH reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
- 8) The period of contract shall be initially for two years, and can be terminated by the Director In-Charge, ICMR-NIOH by giving one month notice to the agency.
- 9) The payment on account of enhancement/escalation charges on account of revision in minimum wages (CLC), statutory charges by the appropriate Govt. (i.e. Govt. of India) from time to time, shall be payable by the ICMR-NIOH to the contractor.
- 10) Bonus under the Bonus Act 1965 will be paid to the contractor for further payment to its employees.
- 11) The pre-receipted bill shall be submitted by the Manpower Agency in duplicate duly supported by proof of attendance for the subject month. Copies of Salary / Wage Slips, Payment of Statutory Charges / Subscriptions, Taxes etc., which will be made by the Contractor through electronic mode/ECS/Cheque only should also to be made available on regular monthly basis. Payment will be made against monthly bills supported by requisite documents.
- 12) The rates and prices towards the service charges quoted by the bidder shall be fixed for the whole duration of the service contract and shall not be subject to adjustment on any account.
- 13) The tenderer should have the PAN and GST numbers. Photocopy of the same should be provided.
- 14) The tenderer who is found successful and awarded the manpower contract shall have to execute an Agreement with ICMR-NIOH on a Non Judicial Stamp Paper of Rs.100/-.
- 15) The Agency shall have to provide Telephone numbers for 24 hours contact and Supervisor.
- 16) The draft number of the EMD of Rs.10,000.00 should be clearly mentioned in the tender document.
- 17) In case of any breach of the terms and conditions of the contract, the Director In-Charge, ICMR-NIOH may write to the issuing bank of the bank guarantee for invocation of the same,

in addition to any other action, which may be taken by the Competent Authority.

- 18) The agency should abide by rules laid down by any statutory authority relevant to deputing manpower personnel.
- 19) The agency shall indemnify the Director-in-Charge, ICMR-NIOH against any liability due to noncompliance of statutory obligations by the agency for any reason whatsoever.
- 20) The tender form is not transferable. The successful tenderer/agency shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- 21) Any person who is in Govt. service or an employee of ICMR-NIOH shall not be made partner to the contract by the tenderer/agency directly or indirectly in any manner, whatsoever.
- 22) The agency shall provide all statutory benefits to its manpower personnel deputed as per requirement and order by this Institute.
- 23) All kinds of payments to manpower personnel must be made by Cheque / Electronic Transfer / ECS mode only in the accounts of respective individual beneficiaries.
- 24) The contract will be initially for a period of three months trial basis, which may be extended to two year(s) including three months of trial period on satisfactory completion of the trial period. On successful completion of two years contract period, Institute may consider for further extension with mutual consent and agreement.
- 25) All pages / documents / enclosures of the tender (technical and financial bid separately) must bear page numbers and those page numbers must be indicated in the sheet provided with NIT, entitled as 'DETAILED STATUS OF THE FIRM'.
- 26) Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.

QUALIFYING CONDITIONS:

Manpower Agencies with annual turnover of Rs.80.00 Lakhs and holding valid license under Contract Labour (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having Goods & Service Tax registration and successfully carried out at least 03 manpower contracts of 30 or more manpower personnel/supervisors only for similar type of manpower contract (Highly Skilled, Skilled, Semi-Skilled & Un-Skilled) during the last 05 years in Govt. / Semi-Govt. / Central Autonomous Bodies / PSUs /Govt. Universities and / or for ICMR-NIOH or its Laboratories / Institutes / Centres with following details in Part-I (Technical Bid):-

- i) Attested copy of valid registration certificate of the Manpower Agency issued by the appropriate authority.
- ii) Attested copy of valid Labour License from the Regional Labour Commissioner for specific number required for the contract under Contract labour (Regulation & Abolition) Act, 1970.
- iii) Attested copy of valid Goods & Service Tax registration certificate.
- iv) Attested copy of valid registration under EPFO.
- v) Attested copy of valid registration under ESI.
- vi) Status: Whether Proprietary Firm / Partnership Firm / Company.

vii) Proof : At least 03 successfully carried out Manpower contract of 30 or more persons in each contract, consisting of only properly trained & experienced manpower personnel / supervisors (Highly Skilled, Skilled, Semi-Skilled and Unskilled workers) during the last 05 years in Govt./Semi-Govt./Central Autonomous bodies/PSUs/Govt. Universities and/or for ICMR-NIOH or its Laboratories/Institutes/Centres.
(Pl. enclose satisfactory completion certificate of 03 contracts).

viii) List of clients.

ix) Customers satisfaction proof for at least 03 Current Clients.

x) Copy of PAN & ITR of the last 03 years.

xi) Audited Copies / Certificate(s) of Annual Turnover of last 03 years.

xii) An undertaking that the manpower agency has not been blacklisted by any Government Department / Autonomous bodies / PSUs / Govt. Universities / ICMR / NIOH or any of its laboratories/offices/centres as on the date of submission of the bid.

ICMR–NATIONAL INSTITUTE OF OCCUPATIONAL HEALTH

(Indian Council of Medical Research)

P.B. No. 2031, Meghaninagar, Ahmedabad-380016.

**Name of the Work : CONTRACT FOR MANPOWER SERVICE AT ICMR-NIOH PREMISES /
CAMPUS Located at Meghaninagar, Ahmedabad-380016.**

DETAILED STATUS OF THE FIRM

	Particulars	Details	Annexure / Page No.
1	Name of the Firm		
2	Address of the Firm with Contact Number, Fax & Email ID		
3	Full Contact Details of Company's Authorized Representative (Phone, Fax, Mobile, email ID etc.)		
4	License No. issued by Office of the Labour Commissioner	_____ (Attach copy)	
5	EPF Account No.	_____ (Attach copy)	
6	ESI Registration No.	_____ (Attach copy)	
7	PAN	_____ (Attach copy)	
8	Goods & Service Tax No. (GST)	_____ (Attach copy)	
9	Annual Turnover	Rs.	
10	Proof of Annual Turnover (FY 2016-17) (With Audited Reports / Certificates)	_____ (Attach copy)	
	(a) Total Experience (in years) (in manpower services only)	Total _____ Years (Attach copy)	
	(b) Name of at least 03 Manpower Contracts of 30 similar type of personnel (Highly Skilled, Skilled, Semi-Skilled and Unskilled) or more in each Govt./Semi Govt./State Govt. / Central Govt./Autonomous Bodies/PSUs/Govt.Univ./ICMR/ NIOH or its Offices, Labs., Centres during last 05 Years	(i) _____ (Attach copy) _____ (ii) _____ (Attach copy) _____ (iii) _____ (Attach copy) _____ (iv) _____ (Attach copy) _____	_____ _____ _____ _____
11	Customer's satisfaction certificate issued by at least 03 Govt. Deptt. / Institute (Current) , where the contractor is rendering services presently .	(i) _____ (Attach copy) _____ (ii) _____ (Attach copy) _____ (iii) _____ (Attach copy) _____ (iv) _____ (Attach copy) _____	_____ _____ _____ _____
12	Whether agency has been blacklisted by any Govt. Dept. / Autonomous Body / ICMR / NIOH or any of its laboratories as on date of submission on the bid?	_____ (Attach an Undertaking in support)	

Date :
Place :

(Signature & Stamp)

ICMR–NATIONAL INSTITUTE OF OCCUPATIONAL HEALTH

P.B. No. 2031, Meghaninagar, Ahmedabad-380016.

RATE SCHEDULE

[to be submitted in Part-II (Price-Bid)]

(Rates MUST be Quoted On Per Worker Per Day Basis Only)

(In Rupees)

Item No.	Item Description	HIGHLY-SKILLED Per Worker Per Day Rate	SKILLED Per Worker Per Day Rate	SEMI-SKILLED Per Worker Per Day Rate	UNSKILLED Per Worker Per Day Rate
1	Minimum Wage Per Day (CLC wage rate schedule compliance)				
2	EPF (13.16%)				
3	ESI (4.75%)				
4	Total				
5	Weekly off/Leave relief in lieu of Holiday/National Holidays (Subject to change on revision of minimum wages)				
6	Cost Per Head Per Day				
7	Service Charge (to be quoted in % on SI No.6 above)				
8	Any other Charges / Bonus / Payables / Tax etc. (i) _____ (ii) _____ (iii) _____ (iv) _____				
9	Total Per Head Per Day				
10	Goods & Service Tax (_____ %)				
11	Total with GST (In Figures) (Per Worker Per DAY)				
12	Grand Total with GST (In Figures) (Per Worker Per MONTH)				
13	Grand Total with GST (In Words) (Per Worker Per MONTH)				

Date :
Place :

(Signature & Stamp)

AGREEMENT FOR MANPOWER CONTRACT

This AGREEMENT made on this _____ day of _____ between the Indian Council of Medical Research–National Institute of Occupational Health (ICMR-NIOH), P.B. No. 2031, Meghaninagar, Ahmedabad – 380 016 (hereinafter referred to as ICMR-NIOH) of the ONE PART.

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

WHEREAS the ICMR-NIOH is desirous of giving a contract for providing Highly Skilled, Skilled, Un-skilled and Semi-skilled workers/manpower at ICMR-NIOH Complex, Meghaninagar, Ahmedabad-380016 which is a constituent unit of Indian Council of Medical Research (ICMR) (hereinafter referred to as Institute) and whereas the Contractor has offered to provide Contractor's workers on the terms and conditions hereinafter stated.

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

WHEREAS ICMR-NIOH has agreed to award the contract of providing Highly Skilled, Skilled, Un-Skilled & Semi-Skilled manpower in ICMR-NIOH, Meghaninagar, Ahmedabad-380016.

And WHEREAS the contractor has agreed to furnish to the ICMR-NIOH a 'Bank Guarantee for Performance Security' equivalent to minimum 10% of the total order value for two years should be furnished by the successful bidder as per GFR rules from any nationalized / scheduled bank in the prescribed proforma to be issued by the Institute,

which will be valid till 60 days beyond the expiry date of contract. The Bank Guarantee shall be kept with Director In-Charge, ICMR-NIOH till the contract period is over and shall be released only after the successful completion of the contract. The contractor has also agreed that in the event of extension of contract, the contractor will be required to submit a letter from the Bank with extended Bank Guarantee, which will also be valid till 60 days beyond the extended period of contract and will be kept with Director In-Charge, ICMR-NIOH.

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

A. GENERAL CONDITIONS:

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the ICMR-NIOH shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing Contractor's Worker, the contractor shall formulate the mechanism and duty assignment in consultation with the Director In-Charge, ICMR-NIOH or his nominee. Subsequently, the contractor shall review work arrangement from time to time and advise of the Director In-Charge, ICMR-NIOH for further streamlining the system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Director In-Charge, ICMR-NIOH or the officer designated by the Director In-Charge, ICMR-NIOH in this respect from time to time.
3. That the Director In-Charge, ICMR-NIOH or any other person authorized by him shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case of the persons so deployed by the contractor does not come up to the mark or does not perform his/her duties properly or indulges in any unlawful activities or riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Director In-

Charge, ICMR-NIOH. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director In-Charge, ICMR-NIOH, in case of any of the aforesaid acts on the part of the said person.

5. The number of Highly Skilled, Skilled, Un-Skilled & Semi-Skilled manpower will be purely need based. Therefore, the Number of Contractor's worker may increase or decrease as per requirement. The Director In-Charge, ICMR-NIOH will be under no obligation to engage any specific number of contractor's worker during the period of contract.

B. CONTRACTOR'S OBLIGATIONS:

1. That the contractor shall provide Highly Skilled, Skilled, Un-Skilled & Semi-Skilled worker in ICMR-NIOH, Ahmedabad as per requirement from time to time. Before deployment, such personnel/workers will have to pass the skill test/personal interview by/with officials of authorized by Director In-Charge, ICMR-NIOH at the Institute's premises.
2. That the contractor shall submit required details like Names, Parentage, Residential Address, Aadhaar Card, Age Proof, Phone/Mobile Number, Email IDs, Passport Size Photograph, Qualification Documents, Experience Certificates etc. of the persons deployed by him in the premises of the ICMR-NIOH for the purpose of proper identification of the employees of contractor deployed at various laboratories/points/sections/library/office/divisions etc. along with Police Verification & Physical Fitness Certificate of the concerned. He shall issue Identity Cards bearing their Photographs /Identification Marks, Date of Birth, etc. and such employees shall display their identity cards at the time of duty without fail. Employees without I-Card will not be allowed to enter in the premises to perform the duties and will not be considered on duty.
3. That for performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are physically fit, punctual and disciplined and remain vigilant in performance of their duty.
4. That the persons so deployed shall be exclusively for duties in ICMR-NIOH, Ahmedabad.

5. That the contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936. The Employees Provident Fund (and miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer' Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statues that may be applicable to them and shall further keep the ICMR-NIOH indemnified from all acts of omission, fault breaches and /or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these the ICMR-NIOH shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
6. That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at ICMR-NIOH in the respective accounts/names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents in addition to suitable legal action by ICMR-NIOH.
7. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948.
8. That the contractor shall be required to maintain **permanent attendance register & muster roll** at the ICMR-NIOH premises which shall be open for inspection and checking by the authorized officers of ICMR-NIOH. Overtime work done by the workers deployed will also be noted and registered, which may be verified at any time of inspection by authorized officer of ICMR-NIOH.
9. That the contractor shall make the payment of wages, etc. to persons so deployed through RTGS/NEFT/Online Payment Mode or by Cheque only in the presence of representative of ICMR-NIOH and shall on demand furnish copies of wage register/muster roll, salary slips, bonus, any other kind of remuneration, reimbursement and compensation paid if any, etc.
10. The contractor shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct or acts of his employees so deployed.

11. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of provisions of the Labour Laws including the provisions of Contractor Labour (Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director In-Charge, ICMR-NIOH a sum as may be claimed by ICMR-NIOH.
12. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hour / leave for which the work is taken from them, do not violate relevant provisions of shops and Establishment Act.

C. NIOH'S OBLIGATIONS:

1. That in consideration of the service rendered by the contractor, he shall be paid minimum wages, EPF, ESI, Bonus, Charges for weekly off /Holidays /National Holiday, Overtime Allowance, Service charges & Goods & Service Tax each month. Payment shall be made by the 7th day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by the Director In-Charge, ICMR-NIOH in this regard.
2. That payment of account of enhancement/escalation charges on account of revision in wages (CLC) or statutory payments by the appropriate Govt. (Govt. of India) from time to time shall be payable by the ICMR-NIOH to the contractor.
3. That the Director In-Charge, ICMR-NIOH shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the service rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by contractor.
4. The security deposit / EMD will be refunded only on submission of Bank Guarantee for Performance Security in the prescribed format by the Contractor within 15 days awarding contract.
5. Bank Guarantee for Performance Security will be returned on expiry of the contract with satisfactory performance by the Agency. Only in case where the services of the

contractor are not found satisfactory, ICMR-NIOH will approach the issuing bank for invocation of Bank Guarantee for Performance Security.

D. INDEMNIFICATION

1. That the contractor shall keep the ICMR-NIOH indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to contest the same. In case ICMR-NIOH is made party and is supposed to contest the case, ICMR-NIOH will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to ICMR-NIOH on demand. Further, the contractor shall ensure that no financial or any other liability comes on ICMR-NIOH in this respect of any nature whatsoever and shall keep ICMR-NIOH indemnified in this respect.
2. The contractor shall further keep the ICMR-NIOH indemnified against any loss to the ICMR-NIOH property and assets. The ICMR-NIOH shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

E. PENALTIES / LIABILITIES

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

negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

F. COMMENCEMENT AND TERMINATION

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

G. ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to the Director In-Charge, ICMR-NIOH or his nominee.
2. The award of the arbitrator appointed by the Director In-Charge, ICMR-NIOH shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason

whatsoever, the Director In-Charge, ICMR-NIOH shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

3. The expression Director In-Charge, ICMR-NIOH shall mean and include an acting/ officiating Director.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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

For and on behalf of
ICMR-National Institute of Occupational Health,
Meghaninagar, Ahmedabad-380016.

For and on behalf of the contractor _____

WITNESSES:

1. Name: _____ Sign. : _____
Address & Contact

2. Name: _____ Sign. : _____
Address & Contact