



NATIONAL INSTITUTE OF UNANI MEDICINE

Kottigepalya, Magadi Main Road, Bangalore – 560 091
(An autonomous body under Ministry of Ayush, Govt. of India)
(Accredited to NABH)



TENDER FORM

MANPOWER(OUTSOURCE) SERVICE

2019-20

**Tender for Outsourcing of Multitask (Semiskilled/Unskilled)
Clerical/Para medical Manpower for
National Institute of Unani Medicine
KOTTIGE PALYA, MAGADI MAIN ROAD,
BENGALURU- 560 091**

Tender No.

Dated.....

Not Transferable

LAST DATE FOR SUBMISSION OF SEALED TENDER: 10.02.2020, up to 3:00 P.M

PRICE OF BID DOCUMENT : Rs. 3,000/- + GST as applicable



NATIONAL INSTITUTE OF UNANI MEDICINE

Kottigepalya, Magadi Main Road, Bangalore – 560 091

TENDER NOTICE

1. Sealed tenders are invited under Two Bid Systems i.e. Qualifying Bid and Financial Bid from registrar, reputed, Experienced and Financially sound firms/Agencies for providing Services of Manpower Multitask (semiskilled/unskilled) Clerical/Para Medical Manpower to the above Institute initially for a period of one year(Extendable for further years) from the date of contract. The estimated value of the above tender is Rs. 1,00,00,000/- (One Crore per annum)(Approx.)
2. Desirous firms Agency may obtain tender documents with effect from 20.01.2020 on request from the office of the Director in writing (on all working days between 10:00 Hrs to 5:00 P.M) up to 03:00 P.M on payment of the cost of tender form of Rs 3,000/- + GST as applicable (Non refundable and non transferable) in the form of DD in favour of NIUM, BENGALURU or by cash. The renderers who are near relatives of employees working in NIUM are not eligible to participate in this tender.
3. Tender Document downloaded from the NIUM website i.e. www.nium.in are also acceptable provided the requisite tender fee/cost i.e. Rs 3,000/- + GST as applicable enclosed in the form of account payee DD (Cheques will not be accepted) from any of the Commercial Bank in favour of Director, NIUM, BENGALURU payable at BENGALURU at the time of submission of Bid Document. Tender submitted without cost of Tender form will be summarily rejected.

4. Schedule.

Date and Time of Issue of tender documents	: 20.01.2020 , from 10:00 Hrs to 5:00 P.M
Last date for issue of tender documents	: 10.02.2020, from 10:00 Hrs to 1:00 P.M
Last date and Time for submission of sealed tender documents:	10.02.2020, up to 3:00 P.M
Date and time for opening of sealed Tender	11.02.2020, at 3:00 P.M
Place of opening the Tenders	: Administrative Block, NIUM Kottigepalya, Magadi Road, BENGALURU-91

Validity of Tenders : 90 days from the date of opening of Tenders

5. The interested Firms/Agencies may put the Tender Document complete in all respects along with Earnest Money Deposit (EMD) of Rs 1,00,000/- (Rs One Lakh Only) and other requisite Documents up to on the above dates in the Tender Box kept in the Office of the Director, NIUM, Kottigepalya, Magadi Main Road, BENGALURU-91. The Tenders shall not be entertained after this deadline under any circumstances what so ever.
6. Tender Evaluation: The Tender will be evaluated on L-1 basis.
7. This Institute reserves the right to amend are withdraw any of the terms and conditions contained in the Tender Document or to reject any are all Tenders without giving any

notice or any reason. The decision of the Head of Institute of NIUM, in this regard shall be final and binding on all.

8. The Bidder is expected to examine all instructions, forms, specifications, Terms and conditions in the Bid Documents. Failure to furnish all information Documents required as per the Bid Documents or submission of Bids not substantially response to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of Bid.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The NIUM located at Kottigepalya, Magadi Main Road, BENGALURU-91 requires the services of registered, reputed financial sound firms/agencies to provide service of unskilled/semi skilled/para medical/clerical man power to this office.
2. The contact will be for one year presently. The period of the contract may be further extended for further period on one year to year basis based on the requirement of this office for the above man power at that time or may be curtailed/terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected firm/agency. This office however, reserves right to terminate this initial contract at any time after giving one month notice to selected service providing Firm/Agency.
3. This office has initial requirement for 50 approx. manpower as detailed below.
 - A. Multitask manpower (Attendants for Massage, Electrical, Plump House, Labs, Office etc.,)
 - B. Clerical manpower (LDC, Jr. Steno, Machinist, Receptionist, Computer operator etc.,)
 - C. Nursing Staff (Staff Nurses, Ward boys, OPD Attendants etc.,)
 - D. Lab Technicians.

The requirement of this Institute may increase or decrease during the initial period of contract also. His/Her antecedents should have been got verified by the Agency from local authorities.

4. The interested companies/firms/agencies may put the Tender Documents in complete in all respects along with Earnest Money Deposit (EMD) of Rs 1,00,000/- (Rs. One Lakh Only) by means of DD only (Cheque will not be accepted) in favour of NIUM, BENGALURU and other requisite documents on the above dates in the Tender Box kept in the Administrative Block of NIUM, BENGALURU.
5. The Tenders are invited under **two Bid systems i.e. Qualifying Bid and Financial Bid.** The interested Agencies are advised to submit two separate sealed envelopes super scribing "**Qualifying Bids** for Tender for the outsourcing of Manpower for NIUM, BENGALURU and **Financial Bids** for Tender for the outsourcing of Manpower for NIUM, BENGALURU. Both sealed envelopes should be kept in a third envelop super scribing "Tender for the outsourcing of Manpower for NIUM, BENGALURU.

6. The Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rs. One lakh only) refundable (without interest), should be necessarily accompanied with the qualifying Bid of the agency in the form of Demand draft of any commercial Bank drawn on NIUM, BENGALURU payable at BENGALURU valid for a period of 90 days. Offer not accompanied by Earnest Money of requisite amount or without proper validity will be rejected out rightly.
7. The successful Tenderer has to deposit 10% of the contract amount per annum as Performance Security Deposit within 15 days from the receipt of the formal order. The Performance Security shall be furnished in the form of Demand Draft in favour of NIUM, BENGALURU. The Security deposit will be forfeited if the contractor prematurely withdraws or if the services are terminated for being unsatisfactory after giving him an opportunity for hearing and one month's notice.
8. The proceeds of the Performance Security shall be payable to the NIUM as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
9. The Performance Security Deposit of the contractor shall be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, in complete work and/or violation of any terms and conditions of the contract as stipulated in the Bid Document. Refund of Security Deposit is subject to full and final settlement of the final payment for the work contracted/executed under the contract. No interest will be paid to the contractor on the Security Deposit.
10. The firm/ agency should have turnover of **Rs. 4.0 Crores per annum** in the relevant field /service, at least for 2 years.
11. The Tendering companies/firms/agencies are required to enclose photo copies of the following documents along with the qualifying Bid, failing which their Bids shall be summarily/out rightly rejected and will not be considered any further.
 - a) Registration certificate with labour Department.
 - b) Copy of PAN/GIR card;
 - c) Copy of the IT return filed for the last three financial years
 - d) Copies of EPF/ESI certificates of the company/firm/agency
 - e) Copy of the Service Tax registration certificate /GST registration
 - f) Certificate extracts of the bank account containing transactions during last two years.
12. The conditional Bids shall not be considered and will be out rightly rejected.
13. All entries in the Tender form should be legible and filled clearly. If the space for furnishing information is in sufficient, a separate sheet duly signed by the authorized signatory may be attached. No over writing or cutting is permitted in the Financial Bid form. In such cases the Tender shall be summarily rejected. However, the cuttings, if any in the Technical Bid application must be signed by the person authorized to sign the Tender Bids.

14. The Tender will be opened on the due date i.e. on 11.02.2020, at 3:00 P.M, in the office of NIUM, BENGALURU. The representatives of the companies/firms/agencies may be present at the time of opening of the tender if they wish so.
15. The competent authority of NIUM reserves the right to annul any or all Bids without assigning any reason.
16. The Bidder shall quote the qualifying and financial Bids as per the format enclosed at Annexure I & II.

TECHNICAL REQUIREMENTS FOR THE TENDERING
COMPANY/FIRM/AGENCY

1. The Tendering Manpower company/firm/agency should full fill the following technical specifications;
 - a. The Registered Office or one of the Branch Office's of the Manpower company/firm/agency should be located in BENGALURU.
 - b. The Manpower company/firm/agency should register with the appropriate Registration authority.
 - c. The Manpower company/firm/agency should have its own Bank account
 - d. The Manpower company/firm/agency should be registered with Income Tax and Service Tax departments.
 - e. The Manpower company/firm/agency should be registered with appropriate authorities under employee's provident fund and employees state insurance Acts.
 - f. The Manpower company/firm/agency should be registered with Police authorities.



NATIONAL INSTITUTE OF UNANI MEDICINE

Kottigepalya, Magadi Main Road, Bangalore – 560 091

Annexure-I

For **Technical Bid** the following Certificate should be submitted by the Firm /Agency as per the Serial Number, if serial number not mentioned by the firm/agency the technical bid summarily be rejected. Any information given by the firm /agency found misleading /false or incorrect nature throughout the contract period, the firm may be disqualified immediately and security deposit submitted by the said firm/agency shall be forfeited and also the firm will be black listed. This matter will be intimated to other clients of the company/firms.

S. No	Name of certificate	Number	Name of issuing authority	Remark
1	Tender Form Fees (By DD/Cash)			
2	EMD			
3	Turnover during the last two years (only for outsourcing contract be mentioned in remark column)			
4	Registration certificate of establishment/Firm/Agency			
5	PAN card			
6	EPF registration certificate			
7	ESI registration certificate			
8	Police registration certificate			
9	Police Verification Certificate			
10	Service Tax registration certificate			
11	GST registration certificate.			
12	Labour department registration certificate in the field of Manpower Services			
13	Professional Tax certificate			
14	IT clearance certificate for the last two years.			
15	Audited balance sheet for last two years.			
16	Latest Experience certificate in the field of Manpower Services only, other service certificate not be considered.			
17	List of clients for last ten years			
18	In addition to the above the following should be furnish by the firm /agency 1) Whether the firm /agency black listed from any office/institution during last 10 years (Y/N). If, Yes details thereof. (Separate sheet to be enclosed). 2) Whether the firm /agency file Court Case against any office/institution during last 10 years (Y/N). If, Yes details thereof. (Separate sheet to be enclosed). 3) Address of the firm/ agency in BENGALURU :			

Signature of the Bidder

DECLARATION

1. I, _____ Son/Daughter/Wife of
Shri. _____ Proprietor/Director/Authorized signatory of
the agency/Firm, mentioned above, is competent to sign this declaration and execute this
tender document;

2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;

3. The information/Documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/we. am/are well aware of the fact that
furnishing of any false information/fabricated document would lead to rejection of my
tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Name: _____

Seal: _____

Date:

Place:

TERMS AND CONDITIONS

General

1. The contracting firm/agency/company should be registered with appropriate authorities.
2. The contract shall commence from and shall continue for a period of one year, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of Manpower deployed, breach of contract, reduction or cessation of the requirements of work.
3. The contract shall automatically expire after one year from commencement of the contract unless extended further by this office.
4. The contract may be extended, on the same terms and conditions, for a further period not exceeding one year.
5. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of these Departments.
6. The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/Acts. The contract will remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the NIUM, BENGALURU. The contractor will also ensure the required subscription of EPF, ESI, Service Tax and other liabilities as prescribed in the rules, is deposited in the account of concerned employees.
7. This office, at present, has requirement of workload equivalent to 50 approx. Manpower. The requirement of this office may further increase or decrease during the period of initial contract also and the tenderer would have to provide additional manpower, if required on the same terms and conditions.
8. The tenderer will be bound by the details furnished by him/her to this Department, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
9. Financial bids of only those tenderer who are technically found fit shall be evaluated. This office reserves the right to terminate the contract during initial period also after giving a month's notice to the contracting agency.
10. In case the date fixed for opening of bids is subsequently declared as holiday by the Government the bids will be opened next working day, time and venue remaining unaltered.

11. The contracting agency shall ensure that the manpower deployed to NIUM, BENGALURU conforms to the technical specifications of age and language skills prescribed by the Institute.
12. Services shall be as per NIUM requirement/policy and also on shift basis. The personnel engage through the agency may be called upon for the services on Saturday, Sunday or Gazetted holidays also, if required, without any extra charge. No other emoluments shall be entitled.
13. The contracting Company/Firm/Agency shall furnish the following documents in respect of the individuals who will be deployed by it to this Institute before the commencement of work:
 - a. List of individuals short listed by agency for deployment at the NIUM, BENGALURU, containing full details i.e. date of birth, Education qualification marital status, address police verification report, Aadhar copy, pan no.etc;
 - b. Bio-data of the persons.
14. In case, the person employed by the successful Company/Firm/Agency commits any act of omission/commission that amounts to misconduct/Indiscipline/Incompetence and security risks, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such person, including their removal from site of work, if required by this office within 2 days of being brought to their notice either by phone/fax/letter.
15. The tendering company shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age, designation and Identification mark etc.
16. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.
17. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
18. The contractor shall be responsible for any theft of the items from the rooms or any other area of the office. The details of the stolen materials/stores will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of NIUM authorities on this will be final and binding on the contractor.
19. The person deployed shall be required to report for work as per the time prescribed by NIUM, BENGALURU. Person deployed is absent on a particular day or comes late/leaves early appropriate wages as per NIUM rules shall be deducted. In case of repetition of such instances, clause 14 will be applicable.
20. The agency shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.

21. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the Agency in providing a substitute beyond one working day shall attract liquidated damages @ Rs. 2000/- per day (per such case) on the service providing agency, besides deduction in payment on priority basis.
22. It will be the responsibility of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) and this office will have no liabilities in this regard at any stage.
23. For all intents and purposes, the service providing agency shall be the “Employer” within the meaning of different Labour Legislations in respect of 50 +Manpower so employed and deployed in this office. The persons deployed by the agency in this office shall not have claim of any Master and Servant relationship nor have any principal and agent relationship with or against the NIUM, BENGALURU.
24. The service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
25. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, adhoc, regular/confirmed employees of this office during the currency or after expiry of the contract.
26. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in this office. Contractor should make it known the above to the manpower of the contractor.
27. The payment shall be made only to the contractor and on monthly lump sum basis as per actual service and as per the minimum wages applicable as per Central Government notification from time to time.
28. No person shall be put on duty for more than 8 hours if it is found he has to be paid double the wages as per rule by the firm only and institute will not be responsible for such double payment.
29. The firm shall not engage the personnel deployed at this institute in some other places, if such cases come to the notice of the institute the firm shall be declared as blacklisted and security deposit shall be forfeited.
30. The firm shall not remove any person without the knowledge of the authorities, and memos/warning issued to the personnel should be brought to the notice of the authorities before terminating the personnel. If any fine is levied by the firm to the personnel due to whatsoever the reason while performing the duty at institute the fine levied shall become the institute revenue and the same will be recovered from the bill of the firm.
31. Due to any reason if the firm found to be practicing illegal activities which is against to the contract the firm will be blacklisted and security deposit will be forfeited.

32. The contractor should not sublet the work to any other agency/agencies.
33. The agency has to maintain Attendance register, Wages register and distribute the wages slip to all the concerned personnel and get the signature of the institute incharge every month for attendance & wages register, etc.,
34. Any concealment of fact like blacklisting or nonperformance in earlier contract will make the bid inadmissible.
35. Forfeiture: the earnest money may be forfeited if a bidder withdraws its tender during the period of bid validity or in case of a successful bidder, if a bidder fails;
 1. To sign the contract in accordance with the terms and conditions; and
 2. To furnish performance security as specified in the terms and conditions
36. Copy of the AADHAR CARD has to be produced by the firm in respect to the personnel engaged.
37. The details of the personnel engaged shall be get verified from other offices , where the agency is giving services so has to get confirmed that the personnel is not engaged in other offices / organization etc.,
38. During the working hours if any person found missing from his place of duty he will be treated as absent and no wages will be paid for such day/s
39. EMD will be refunded to the firm, which is not considered after 2 months from the date of awarding the tender.
40. Successful tenderer will have to execute an agreement after remitting the performance security deposit, in a stamp paper worth Rs. 500/- (Rs. Five Hundred Only) at its own expenses. After executing the agreement, the approved rate and contract shall be valid upto 1 year from the date of execution of the agreement.
41. The agencies has to maintain the Register of wages, Attendance register and Form-XIII, etc., whenever, the labour authorities inspect the institute the contractor shall provide the necessary documents
42. Form- B to be submitted with bill

LEGAL

43. The successful bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office and **follows terms & condition as specified by Govt. of India vide their Gazette Notification dated August 2014 and subsequent notification if any scrupulously regarding EPF.**

The payment particulars of Service Tax, EPF, and ESI etc. of previous month be submitted along with the current month bill. Failing which appropriate action will be taken, as deemed fit that is termination of contract, forfeiting the security deposit etc.
44. The successful bidder shall also be liable for depositing all taxes, levies, Cess etc., on account of service rendered by it to the NIUM, BENGALURU& Income Tax to concerned tax collection authorities from time to time as per extant rules and regulations in the matter.

45. The successful bidder shall maintain all statutory registers as applicable under the Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
46. The Tax Deduction at Source (TDS) SHALL BE DEDUCTED AS PER THE PROVISIONS OF Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
47. (a) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof this office is put to any loss/obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- (b). the firm shall indemnify and at all times keep the NIUM, BENGALURU indemnified against any direct loss to it on any claims by any third person for any personal injury to anybody or loss to property, movable or immovable, earned by or attributable to any act or omission of the agency/firm or any of his employees, agent or professional etc. while performing or purporting to perform this agreement.

FINANCIAL

48. The Qualifying Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rs. One Lakh Only) refundable after completion of process of tender or two months whichever is earlier in the form of Demand Draft/Pay Order drawn in favour of NIUM, BENGALURU payable at BENGALURU **failing which the tender shall be rejected out rightly.**
49. The EMD in respect of the agencies which do not qualify the qualifying Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest within 90 days. However, the EMD in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. **Further, if the agency failure to deploy manpower against the initial requirement within 15 days from date of placing the order the EMD/SD shall stand forfeited without giving any further notice.**
50. The successful tenderer will have to deposit an amount equivalent to 10% of the contract amount as Performance Security Deposit at the time of placing the work order within 15 days of the receipt of the formal order by adjusting the EMD all ready deposited. The performance security will be furnished in the form of the Account Payee Demand Draft in favour of NIUM, BENGALURU. The security deposit will not bear any interest. The Security Deposit shall be returned to the agency awarded contract after getting a certificate/confirmation from the EPF/ESI office that the EPF/ESI subscription has been fully deposited/remitted to the concerned individual account which should tally with the amount deposited by the agency with that of amount remitted by the institute.
51. The successful tenderer will have to execute an agreement, after remitting the performance security deposit, in a stamp paper worth Rs. 500/- (Rs. Five Hundred Only) at his own expenses. After executing the agreement, the approved rate and contract shall be valid up to ONE year from the date of execution of the agreement.

52. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides annulment of the contract.
 - a. The agency providing service of man power shall provide uniform to the entire person engaged by it along with identity card. Such person shall wear uniform during their working hour and show the ID card to the NIUM officials designated for this purpose.
53. The agency shall raise the bill, in triplicate, along with attendance sheet duly verified by the Officers designated for this purpose in respect of the persons deployed and submit the same to NIUM in the first week of the succeeding month. As far as possible the payment will be released by the 20th of the following month.
54. The claims in bills regarding Employees State Insurance, Provident Fund, and service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such time proof is furnished, at the discretion of this office.
55. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the NIUM, BENGALURU.
56. The NIUM, BENGALURU reserves right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
57. The rates quoted and contracted by the firm and the department will be amended only when the minimum wages is amended by the Central Government from time to time.
58. The contracting company/firm/agency shall make the payment of outsource personnel on or before 5th of every month without fail and without waiting for the payment to be released by this office for the service rendered. For any sort of complaint received from the outsource personnel's with regard to nonpayment of salary/wages the NIUM shall impose penalty of Rs. 10,000/- (Rs. Ten Thousand Only) per day.
59. The payment to outsource personnel shall be made directly to the Bank account of the concerned and no cash disbursement will be allowed. The firm/agency shall submit a statement in detail about recovery of PF, ESI, PT, etc., net payment made to each personnel Account number name of bank etc.
60. Every month the agency shall deposit EPF, ESI, PT, etc., to the concerned authorities separately for the outsource employees of this Institute and submit a copy of the same to this office. Consolidated copy of the remittances made to the above authorities shall not be accepted. In case it is not submitted as directed a penalty of Rs. 10,000/- shall be levied on each occasion for such actions.
61. Copy of recruitment rule for the post to be filled will be provided separately
62. The agency has to provide list of candidates to be called for interview as per the eligibility condition to the institute along with all supporting documents within the time prescribed as and when demanded
63. The agency shall issue appointment letter to such candidates engaged as well as renewal of contract to such employees.

64. The agency shall ensure verification of character antecedents of the selected candidate by police and submit the same to the institute

65. Penalty Clause

- a. For any type of short payment made to the persons engaged on Outsource basis an amount of Rs. 1,00,000/- each occasion shall be levied.
- b. If the wages is not paid on or before 5th of every month Rs. 10,000/- per day shall be levied as fine.
- c. For any infringement of instructions Rs. 10,000/- penalty
- d. For non submission of EPF, ESI challans as stated Rs. 10,000/- per day fine.
- e. If any Outsource personnel found absent during the duty hours Rs. 2,000/- fine per member per day.
- f. For any cash payment to Outsource personnel penalty of Rs. 5,000/- per employee per time
- g. For not maintaining the manual attendance register Rs. 10,000/- fine on each occasion

67. COMPLIANCE OF LABOUR LAWS:

1. The contractor shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or local as applicable to him or to this contract from time to time. These acts /rules includes without limitations to the followings;

- a. The minimum wages Act, 1948 Rules and orders issued there under from time to time.
- b. The workmen's compensation Act, 1923 with Rules, Orders and notifications issued there under from time to time.
- c. The payment of gratuity Act, 1972 with Rules, orders and notification issued there under from time to time.
- d. The mines Act, 1952, the factories Act, 1948 or the shops and establishment Act, whichever is applicable with Rules, orders and notifications issued there under from time to time.
- e. The payment of bonus Act 1965 with Rules, orders and notifications issued there under from time to time.
- f. The payment of wages Act 1936 with Rules, orders and notifications issued there under from time to time.
- g. The employees provident fund and miscellaneous provisions Act, 1952 with Rules, orders and notifications issued there under from time to time.
- h. The employees state insurance Act, 1948.
- i. The interstate migrant workmen (regulation of Employment and Condition of Service) Act, 1979 and central rules framed there- under
- j. All other Acts/Rules/Bye laws; orders notifications, etc, present or future applicable to the contractor from time to time for performing the contract job.

1. All employees of the contractor shall be employees of the contractor. Institute will not have any liability to absorb them at any point of time nor can they claim any right for employment in institute.
2. The contractor shall have a valid license obtained from licensing authority under the contract labour (Regulation and Abolition) Act, 1970.
3. The contractor shall submit the EPF code number obtained from the authorities concerned under the employees provident fund and miscellaneous provision Act 1952.
4. The contractor shall maintain all records/ registers required to be maintained by him under various labor laws mentioned above and produce the same before the statutory authorities as and when enquired. These shall among other things include the following:
 1. Muster roll
 2. Register of wages
 3. Register of deductions
 4. Register of fines
 5. Wages slip
 6. Register of advances
5. The contractor shall also submit periodical reports / returns to the various statutory authorities such as the contract labour (Regulation and Abolition) Act 1970, Employees provident fund Act, etc.
6. The agencies has to maintain the Register of wages, Attendance register and Form-XIII, etc., whenever, the labour authorities inspect the institute the contractor shall provide the necessary documents.
7. Form- B to be submitted with bill
8. The Director, NIUM shall have powers to relax any of the above condition(s) and decision of Director is final and binding in this regard.

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE QUALIFYING BID

1. Application - Qualifying Bid and declaration;
2. Copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last two years;
4. Copy of PAN/GIR Card/GST Registration Certificate
5. Copy of the latest IT return filed by agency;
6. Copy of Service Tax registration certificate;
7. Copy of the P.F. registration certificate;
8. Copy of the ESI registration letter/certificate;
9. Police verification certificate in the name of Firm/Agency/Company;
10. Certified Documents in support of entries in column of Qualifying Bid application;
11. Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

FINANCIAL BID**(To be enclosed in a separate sealed envelope)****Tender for Outsourcing of 50 +Manpower in the NIUM, BENGALURU**

1. Name of tendering Company/Firm/Agency: _____
2. Details of Earnest Money Deposit: Rs. _____
D.D/P.O No.& Date: _____
Drawn on Bank : _____
3. Rates are to be quoted in accordance with the Minimum Wages as prescribed by Central Government, for outsourced manpower on per month basis and other bye-laws applicable (inclusive of all statutory liabilities, taxes, levies, Cess etc.,) the present monthly payment to be made to various outsource personnel as on date, are as follows.

Sl. No.	Name of Post	Number of Post	Consolidated pay P.M in Rs.	Total payment to be made per month i.e. II X III in Rs.
	I	II	III	VI
1	Attendants	44	17,640/-	
2	Office Assistants	02	22,050/-	
3	Staff Nurse	02	23,220/-	
4	Lab technician	02	23,220/-	

Firms may quote service Tax and the service charges etc., separately for the above total payment.

1	EPF(%)	as per GOI provisions
2	ESI (%)	as per GOI provisions
3	GST @	% as per GOI provisions
4	Service charges (in %) mentioned by the firm	
5	Any other specify (in %)	

Note: The number of persons to be engaged on outsourcing basis may vary from time to time. The Institute may put other terms and conditions which are not specifically mentioned above with mutual understanding.

Firms quoted service charge less than the statutory recovery shall not be considered for awarding the contract. The service charges shall not change during the term of contract.

The contract is for one year, renewable at the end of the year based on the performance and at the discretion of competent authority.

Date:

Place

Signature and seal of Tenderer

Name