

National AIDS Research Institute (NARI)

(Indian Council of Medical Research – Ministry of Health & Family Welfare – Government of India)



Plot No.73, 'G' Block, M.I.D.C., Bhosari, PUNE – 411 026

Tel : +91-20-27331200, 27331321, Fax : +91-20-27121071

E-mail : establishment.nari@gmail.com

Web Site : <http://www.nari-icmr.res.in>

Sealed Tenders (Two Bids – Each Services) are invited for Engagement of Contract Services for providing the

1. House Keepers
2. Drivers
3. Securities

on outsourcing contract basis at NARI, Bhosari and various NARI clinics situated in Pune city.

Tender contains of House Keepers, Drivers and Securities in a Single (Technical-Commercial) bid will be rejected straight a way and no further communication will be entertained.

Tender Enquiry No. : NARI/3/1/GEN-ADMN/2018-19
Date : 27.07.2018
Due Date : 17.08.2018 before 01.00 pm.
Opening of Technical Bids : 20.08.2018 at 03.00 pm.

Prospective Bidders may download the Tender Documents from NARI website and submit the tender along with document fee of Rs.1,000/- (non refundable) by Cash / Demand Draft favoring to Director, National AIDS Research Institute, Pune payable at Pune.

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SECTION I : INVITATION FOR BIDS (IFB)

1. Institute Information :

THE DIRECTOR,
National AIDS Research Institute,
Plot No.73, 'G' Block, M. I. D. C., Bhosari,
PUNE – 411 026.
Maharashtra, India.
Tel : +91-20-27331200, 27331321, Fax : +91-20-27121071
E-mail : establishment.nari@icmr.org.in

2. The tender document can be downloaded from the NARI website www.nari-icmr.res.in. Bidders will have to pay the tender fees of Rs.1,000/- (Rupees One Thousand Only) which is non-refundable while submitting the tender document.

3. Details of Contract : Engagement of Contract Services for providing the House Keepers / Drivers / Securities on outsourcing contract basis as per eligibility criteria as per the terms & conditions given in this document, at NARI, Pune.

4. Venue for Submission of Tender :

THE DIRECTOR,
National AIDS Research Institute,
Plot No.73, 'G' Block, M. I. D. C., Bhosari,
PUNE – 411 026.
Maharashtra, India.

5. Two bid System :

The two bid system will be followed for this tender. In this system bidder must submit the offer in **two separate sealed envelopes for 'each services', if found all the three services (Housekeepers, Drivers and Securities) quoted in a single tender will be rejected straight away and no communication will be entertained further.** Both the technical bid and commercial bid envelopes should be securely sealed and stamped separately with a clear marking as **"Envelope No.1- Technical Bid"** and **Envelope No.2- Commercial Bid"** respectively. Both the sealed envelopes should be placed in third larger envelope clearly mentioning **"Technical Bid & Commercial bid for Engagement of Contract Services for providing the House Keepers / Drivers / Securities on outsourcing contract basis** and should be submitted to the above mentioned address so as to reach NARI, Pune on or before **10.08.2018, 1.00 pm.**

6. The envelopes must be super-scribed with the following information :

- Tender Reference Number.
- Due Date
- Name of the Vendor
- Envelope No.1 : "Technical Bid"
- Envelope No.2 : "Commercial Bid"

The Technical offer should not contain any price Information.

The Technical Bid must be submitted in an organized and structured manner. No Brochures / leaflets etc. should be submitted loosely.

The Technical Offer should comprise of the following :

The Technical offer should be complete in all respects and contain all information asked for, **except the cost**. The Technical offer should be complete to indicate that all services asked for are quoted. Each page of the bid and cutting / corrections shall be duly signed and stamped by the bidder. Failure to comply with this requirement may result in the bid being rejected.

- a. **CHECK LIST OF TECHNICAL SPECIFICATION & OTHER DETAILS TO BE SUBMITTED IN THE FORMAT ENCLOSED HEREWITH (IN SECTION ANNEXURE-A) DULY FILLED IN, SIGNED AND STAMPED, FAILING WHICH THE TENDER WILL BE REJECTED.**
- a. Cash / Demand Draft for **Rs.1,000/-** (Rupees One Thousand Only) towards tender document fees.
- b. Demand Draft for **Rs.50,000/-** (Rupees Fifty Thousand Only) towards Earnest Money Deposit.
- c. Undertaking that the successful bidder agrees to give interest free Security Deposit of One month Contract payment by way of Demand Draft or Bank Guarantee in favour of Director, National AIDS Research Institute, Pune.
- d. Duly filled in Technical Bid with proper seal and signature of authorised person on each page of the bid submitted.
- e. A certified copy of Partnership deed / Memorandum and Articles of Association as applicable.
- f. Agreements / Copy of Contracts / Completion Certificates if any, from the clients for which similar contracts has been made by the bidder in the last two years and also attach the list of customers with their Name, Address, Phone number, Fax number and e-mails etc.
- g. Document showing annual turnover for last two years out of the preceding three financial years and IT clearance certificate from the concerned authorities.
- h. Copy of registrations of GST / LABOUR LICENSE / ESI / PF / PAN / SHOP ACT / PT / MLWF & LETEST CHALLAN and TIN No. allotted by the concerned authorities.
- i. A copy of the **Un-priced Technical bid**, including services considered for the total solution.

Bid documents should be submitted as per the above sequence with Index page and page numbers. Each page of the bid should be signed & stamped in original.

7. Date of opening the Technical Bids.

Technical bid will be opened on **20.08.2018 (Friday) at 3.00 pm** at National AIDS Research Institute, Plot No.73, 'G' Block, M. I. D. C., Bhosari, PUNE – 411 026. Maharashtra, India.

The representatives of bidders may choose to attend the opening of the technical bids. In case bidder requires any clarifications / information they may contact NARI at the address given above.

The technical bids will be evaluated to shortlist the eligible bidders. The commercial bids of only the short listed bidders shall be considered for further processing.

Bidders whose technical offer is found acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.

Note : Please do not insert “Commercial Bid” (Price quoted) in the technical bid envelope. If found, the prices quoted is submitted with technical bid, the tender will be rejected.

Opening of commercial bids.

The tender opening committee of NARI, Pune, will open commercial bids of only the short listed bidders, in the presence of the bidders or their authorised representative who choose to attend, at the time and date to be informed later.

The bidder’s representative who is present shall sign the attendance register as a proof of having attended commercial bid opening.

The bidder’s name, bid price, EMD and such other details considered as appropriate by NARI, Pune will be announced at the time of opening.

ONLY, technically accepted competitive bids will be considered for award of contract.

The bid can be submitted in person or through post / courier (NARI shall not be responsible for any postal delays resulting in disqualification / rejection of any bid) so as to reach The Director, NARI, Pune on or before the due date and time. The bidder’s authorised representative (**only one**) can attend the bid opening.

8. Director NARI, Pune reserves the right to accept the offer in full or in parts or reject summarily or partly.
9. The selected firm should implement the contract immediately after award of contract with the strength mentioned in the award of contract.

**Administrative Officer,
For Director.**

SECTION II : INSTRUCTIONS TO BIDDER (ITB)

Locations for to avail the Services

The **above contract services** shall be supplied at National AIDS Research Institute, Plot No.73, 'G' Block, M. I. D. C., Bhosari, PUNE – 411 026, Maharashtra, India and our other clinics / sites at various locations in Pune city.

The Payment shall be processed by – Administration at National AIDS Research Institute, Plot No.73, 'G' Block, M. I. D. C., Bhosari, PUNE – 411 026, Maharashtra, India.

1. Eligible Bidders

- 1.1 This invitation for bids is open to all bidders who are in the business of Engagement of Contract Services for providing the House Keepers / Drivers / Securities on outsourcing contract basis for at least last three years.
- 1.2 The bidder should have executed at least more than **TWO Contracts** of similar type of the solutions required.
- 1.3 All bidders should attach a copy of their audited annual financial reports of the preceding three years.
- 1.4 The Director, NARI, Pune, reserves the right to award / reject the orders to any particular bidder without assigning any reason thereof.
- 1.5 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 1.6 Bidder should QUOTE strictly in accordance to the requirements.
- 1.7 Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.

2. Amendment to Bidding Documents

- 2.1 At any time prior to the deadline for submission of bids, The Director, NARI, Pune, may for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- 2.2 All prospective bidders who have downloaded the bidding document will be notified of the amendment through our NARI website, and such amendments / modifications will be binding on them.

The Director, NARI, Pune, at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period in order to give prospective bidders time to take into the consideration the amendments while preparing their bids.

PREPARATION OF BIDS

3. Earnest Money Deposit (EMD)

- 3.1 The tender documents must be accompanied by an Earnest Money Deposit of **Rs.50,000/-** (Rupees Fifty Thousand Only) in the form of a Demand Draft drawn only on any

Nationalized Bank payable to The Director, NARI, Pune. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash / cheque or any other form other than DD. No interest is payable on EMD.

- 3.2 The EMD will be returned to the bidder(s) whose offer is not accepted by The Director, NARI, Pune within one month from the date of the placing of the final order(s) on the selected bidder(s). In case of the bidder(s) whose offer is accepted the EMD will be returned on submission of Security Deposit (SD). (Refer Para 4.) However if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidder.
- 3.3 The successful bidder, on award of contract / order, must send the contract / order acceptance in writing, within 7 days of award of contract / order, failing which the EMD will be forfeited.
- 3.4 The EMD shall be forfeited:
 - If the bidder withdraws the bid during the period of bid validity specified in the tender.
 - In case a successful bidder, fails to furnish the Security Deposit.

4. Security Deposit

Within ten (10) days of the award of contract, the vendor shall furnish Security Deposit worth One Month payment in the form of Bank Guarantee / Demand Draft favouring the Director, NARI, Pune. The Security Deposit will be forfeited, in case the vendor fails to execute the order to the satisfaction of NARI.

5. Period of validity of bids

- 5.1 Bids shall be valid for a period of **90 days**. A bid valid for a shorter period shall stand rejected.
- 5.2 The Director, NARI, Pune may ask for the bidders consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free, not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify the bid.
- 5.3 Bid evaluation will be based on the bid cost without taking into consideration the above corrections.

SUBMISSION OF BIDS

6. Deadline for Submission of Bids

- 6.1 Bids must reach The Director, NARI, Pune, before the time, date and to the address specified in the tender. In the event of the specified date for the submission of bids being declared as a holiday for NARI, the bid-closing deadline will stand extended to the next working day.
- 6.2 Director, NARI may, extend this deadline for submission of bids by amending the bid documents. This will be informed accordingly to the bidders through NARI website.

7. Late Bids

- 7.1 Any bid inadvertently received by NARI after the deadline for submission of bids, will not be accepted and would be returned unopened to the bidder.

BID OPENING AND EVALUATION OF BIDS (Technical Bid and Commercial Bid)

8. Opening of Bids by NARI.

- 8.1 NARI will open commercial bids of only the short listed bidders, in the presence of the bidder or their representative who choose to attend the bid opening, at the time and date to be informed later.
- 8.2 The bidder's representative who attends the bid opening shall sign an attendance register as a proof of having attended the bid opening.
- 8.3 The bidders name, bid prices, EMD and such other details considered as appropriate by NARI, will be announced at the time of opening of the commercial bids.

9. Comparison of Bids

NARI will compare the bids of the short listed bidders.

AWARD OF CONTRACT

10. Award Criteria

- 10.1 NARI shall award the contract to the eligible bidder whose bid has been determined as the lowest evaluated commercial bid.
- 10.2 If more than one bidder happens to quote the same lowest price, The Director, NARI reserves the right to award the contract to more than one bidder.
- 10.3 The Director, NARI reserves the right to accept / reject any particular bid without assigning any reason thereof.

11. Contractor's Right to vary Quantities at the time of Award

The Director, NARI reserves the right at the time of award of Contract to increase or decrease the number of manpower (housekeepers / drivers / security guards) specified in the Section – IV (Bill of Quantities) without any change in price or other terms and conditions.

12. Corruption of Fraudulent Practices.

NARI requires that the bidders who wish to bid for this project have highest standards of ethics.

- 12.1 NARI will reject a bid if it determines that the Bidder recommended for award has engaged in corruption or fraudulent practices while competing for this contract.
- 12.2 NARI may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

13. Interpretation of the clauses in the Tender Document / Contract Document.

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, The Director, NARI's interpretation of the clauses shall be final and binding on all parties.

**Administrative Officer,
For Director.**

SECTION III : SPECIAL CONDITIONS FOR CONTRACT (SCC)

IMPORTANT :- Appointment of contract employee (for all the three contract services)- The selected bidder should be involved NARI for the proper selection of the contract employee as per the prescribe recruitment procedure of the Institute.

Also it is mandatory to the contractor to provide the evidence of salary disbursement every month to the contract employee and the next month's contractors bill will be released ONLY after receipt of the evidence of salary disbursement

1. HOUSEKEEPING SERVICES :

- 1.1 The tenure of service shall be for a period of One year extendable for another 2 years with effect from the date of awarding the contract, which is renewable on yearly basis, subject to satisfactory performance and subject to compliance with the Monthly Wage Structure rates (Except Basic Pay) **Strictly as per Minimum Wages Act for Employment in any shop or commercial Establishment for Zone I.** The service agency shall submit in writing to the Institute one month before the expiry of the said contract for renewal and if the Institute so desire, may accept or give one months' notice to make alternative arrangements.
- 1.2 In case of additional requirement, the agency shall provide on short notice, extra manpower on the same rates, with the same terms and conditions.
- 1.3 Bidders should provide well experienced Staff required for providing satisfactory effective Housekeeping and conservancy services. The bidders should have enough credentials and experience of having provided such Housekeeping Services to Govt. Departments Undertakings and large Organizations.

NARI Involvement of NARI at the time of selection of staff.

Provide evidence of salary disbursement every month.

i) **WORKING HOURS** : The agency shall provide the services for cleaning, conservancy and Maintenance Service, for this Institute and to other NARI Clinics in the City by deputing required number of personnel, on all days from Monday to Saturday (except on Sundays) from 8.00 a.m. to 6.00 p.m. Resorting to deployment on overtime to make up shortage of staff shall not be entertained.

ii) **NATURE OF WORKS** : The Agency's employees shall clean / sweep the entire building floor & roofs (both inside and outside), roads, paths, urinals, corridors, sewer / drainage lines (both inside and outside) maintenance of garden / play ground, cutting of grass up to three meters around the buildings, roads/path and wiping of tables/chairs/fan/tube lights, Instruments/machines/vehicles / staff quarters side area, stair case etc. They will be responsible for disposal of all garbage and dump it in the allotted area. They should also ensure that the dump (vat) is cleared at regular intervals.

iii) Any packing and unpacking of materials, shifting of any materials, loading & unloading of articles etc. as per requirement, postal work, Bank work etc. and also preparing conference halls/meeting halls/Auditorium for use, placement and management of equipment such as OHP/Mikes/LCD etc. and any other office work shall be part of services under this Contract without any extra payments/claims on that account.

iv) The agency shall also clear and dispose the jungle/unwanted vegetation of the campus in frequent intervals (at least quarterly). This will be a job contract and no separate staff will be included in the number of personnel required for the above mentioned jobs.

v) **REQUIREMENTS** : A Complete list of Personnel with their Bio-data Photographs, proof of residence etc. should be submitted to NARI. The Police verification report on the individuals should be submitted to the Office within One month from the beginning of the Contract. Any

changes in personnel should be informed to NARI, on Agency's letter head along with above mentioned requirements.

vi) The said agency shall issue identity card to their personnel bearing their photographs, duly approved by the Institute for gate entry. The cleaning/ conservancy personnel should be deployed from 8.00 a.m. to 6.00 p.m. on six days a week basis. The agency and their staff shall maintain close liaison with the local civil and municipal authorities for proper discharge of their duties.

vii) The agency shall ensure that all persons employed by them should be citizens of India. The Safai Karamcharis and other maintenance staff must be within the age group of 18 - 40. They should be efficient, skilled, honest, disciplined, punctual and conversant with the nature of work. The agency should ensure that the staff deployed in the Institute is replaced quarterly. On the request of the Institute the agency should replace the staff on discipline grounds/complaint.

viii) That before engaging the staff, the agency shall obtain a written agreement from them that after expiry of their contract with the Institute, these personnel will have no claim with the Institute for continuation of service/monetary benefits etc. and the same shall be submitted to the Institute. The Institute will bear no liability for men/material/money of the contractor after expiry of contract and or on termination of the agreement.

ix) The agency shall provide Uniforms, Liveries and cleaning materials to their employees from the day one of the Contract till the end of the Contract period, and also ensure their cleanliness. In case the Institute provides the same and other requirements, the amount spent on such items will be recovered from the bill of the said agency.

x) The agency shall make payment to staff up to 10th of every month.

2. DRIVERS SERVICES :

i) **REQUIREMENTS :** A Complete list of Personnel with their Bio-data Photographs, proof of residence etc. should be submitted to NARI. The Police verification report on the individuals should be submitted to the Office within One month from the beginning of the Contract. Any changes in personnel should be informed to NARI, on Agency's letter head along with above mentioned requirements.

ii) The said agency shall issue identity card to their personnel bearing their photographs, duly approved by the Institute for gate entry. The personnel should be deployed for from 8.30 a.m. to 6.00 p.m. duties per day on six days a week basis. The agency shall submit a panel of personnel with their two recent passport size photographs along with the bio-data for record, before entering into the contract. The agency and their staff shall maintain close liaison with the local, civil, municipal and R.T.O. authorities for proper discharge of their duties.

iii) The agency shall ensure that all persons employed by them should be citizens of India. The Drivers must be within the age group of 18 – 40. They should be efficient, skilled, honest, disciplined, punctual and conversant with the nature of work including minor repairing. The agency should ensure that the Drivers deployed in the Institute are reviewed quarterly. On the request of the Institute the agency should replace the Drivers on discipline grounds/complaint. The Drivers should submit Daily Situation report by 8.30 a.m. to the authority of the Institute.

iv) Before engaging the Drivers, the agency shall obtain a written agreement from them that after expiry of their contract with the Institute, these personnel will have no claim with the Institute for continuation of service/monetary benefits etc. and the same shall be submitted to the Institute. The Institute will bear no liability for men/material/money of the contractor after expiry of contract and or on termination of the agreement.

v) The agency shall provide Uniforms and Liveries to their employees and also ensure their cleanliness. In case the Institute provides the same and other equipment's like torches, cell, umbrella, raincoat etc., the amount spent on such items will be recovered from the bill of the said agency.

vi) The Institute shall not be liable to pay salary, allowance, provident funds, gratuity, pension, bonus, leave salary, medical benefits, accident benefits, uniforms and or any other benefits / compensation to the Drivers. The Institute shall simply provide a duty post/room only, to the Drivers and no other accommodation shall be provided.

Be it clearly understood and agreed that there will be no relationship of employer and employee between the Institute and the contract labourers engaged by the successful agency. It will be the responsibility of the said agency to pay the wages to his employees and to ensure compliance of all the labour laws. They shall be liable to abide by all related acts/laws/regulations of the Government. The Institute shall pay no compensation for any accident for these personnel while executing the job.

3. SECURITY SERVICES :

1. The tenure of service shall be for a period of One year extendable to three years with effect from the date of awarding the contract, which is renewable on yearly basis, subject to satisfactory performance. **The contract is appraised subject to compliance with the (PASARA) Private Security Agency Regulation Act, 2005.** The agency has to furnish due compliance. The agency shall submit in writing to the Institute one month before the expiry of the said contract for renewal and if the Institute so desire, may accept or give one months' notice to make alternative arrangements.

2. In case of additional requirement, the agency shall provide on short notice, extra manpower on the same rates, terms and conditions.

3. The agency shall provide round the clock full proof security coverage including on all holidays, by deputing required number of personnel. Resorting to deployment on overtime to make up shortage of staff shall not be entertained.

4. A bond on a stamp paper of Rs.100/- shall be executed by the successful agency stating that they will be responsible for maintenance of proper discipline of their staff at all times and proper fool proof security will be provided during the course of contract period, failing which the contract will be terminated without notice and required amount will be deducted from the security deposit, for making the alternative arrangement by the Institute. The successful agency should possess valid licence/permission issued by the appropriate authority to enter into such contract and in no case transfer /sub-contract/appoint caretaker without the written consent of the Institute.

5. The agency will be required to furnish interest free /security deposit of One month payment or Bank guarantee for the similar amount to be drawn in favour of the Director, National AIDS Research Institute, Pune.

6. The Agency's employees shall check the entry and exit of all the visitors\ vehicles\ materials etc. and all other related duties. The said agency shall issue identity card to their personnel bearing their photographs, duly approved by the Institute for gate entry. They should be deployed on eight hourly duties per day on six days a week basis. The agency shall submit a panel of security personnel with their two recent passport size photographs along with the bio-data for record,

before entering into the contract. The agency and their staff shall maintain close liaison with the local civil, municipal and police authorities for proper discharge of their duties.

7. The agency shall provide assistance in case of strike, riot and unrest in the campus created by the employees or by any other group. They should also provide intelligence service to detect and stop anti-Government/Institute activities including pilferage, sabotage and unauthorized occupation/encroachment.

8. The agency shall ensure that all persons employed by them should be citizen of India. The Security Supervisor / Guards must be within the age group of 18-40 years (preferably 50% Ex-Serviceman/Ex-Para Military Force men). The Gunman, Security Supervisors and the Security

Officer must be Ex-Serviceman/Ex-para Military Force men only and within the age group of 35-50 years. They should be efficient, honest, skilled, disciplined, punctual and conversant with the nature of work including firefighting. The agency should ensure that the security staff deployed in the Institute are replaced quarterly. On the request of the Institute, the agency should replace the security staff on discipline ground/complaint. The Security in charge should submit Daily Situation Report by 09.00 hours to the authority of the Institute.

9. That before engaging the security staff, the agency shall obtain a written agreement from them that after expiry of their contract with the institute, these personnel will have no claim with Institute for continuation of service/monetary benefits etc. and the same shall be submitted to the Institute. The Institute will bear no liability for men/material/money of the contractor after expiry of contract and or termination of the agreement.

10. The agency's security personnel will handle the keys of different rooms of the Institute, as required. They will also close the doors, switch off the room lights & switch on the Security lights etc., timely and other attendant duties. They shall not leave the duty post/area at any time without proper handling/taking over to another security person.

11. The agency shall provide Uniforms & Liveries to their employees and also ensure their cleanliness. In case the Institute provides the same and other equipments like torches, cell, umbrella, raincoat etc., the amount spent on such items will be recovered from the bill of the said agency.

12. Be it clearly understood and agreed that there will be no relationship of employer and employee between the Institute and the contract labourers engaged by the successful agency. It will be the responsibility of the said agency to pay the wages to his employees and to ensure compliance of all the labour laws. They shall be liable to abide by all related acts/laws/regulations of the Government.

13. The agency shall maintain deployment chart in the prescribed proforma to be supplied by the Institute, which will be the basis for working out manpower deployed for payment purpose as per the terms and conditions of the contract.

14. The agency should have the EPF number allotted by the RPFC Office. He should also be in a position to provide ESI coverage to the contractual security personnel, and a copy produced to this Institute.

15. The service charges payable towards the EPF/ESI will be paid by the agency.

16. The agency will submit the bills by 1st working day of each month duly countersigned by the authorized person of the institute which will be payable by crossed cheque normally within the shortest possible time.

17. The Institute shall not be liable to pay salary, allowances, provident fund, gratuity, pension, bonus, leave salary, medical benefits, accident benefits, uniforms and or any other benefits/compensation for the security staff. The Institute shall simply provide duty post/room only, to the security staff and no other accommodation shall be provided.

18. The Institute, as per Rule, as will be applicable, will deduct all taxes from the monthly Bill.

19. The Institute may add, amend, repeal, or modify either or all the above terms and conditions and such addition, amendment, deletion or modification shall be binding on the successful agency.

20. The Institute shall have the right to terminate the contract without assigning any reason whatsoever by serving 30 days advance notice provided. In the case of termination for reasons of loss of confidence/unsatisfactory performance, no such notice shall be served. The agency is also responsible to make good of all losses arising out of their negligence, by paying the Institute. In such circumstances, the Institute will withhold security deposit/bank guarantee for final settlement of the account.

Any dispute arising out of or in relation to the agreement between the successful contractor and the Institute shall be referred to Arbitration as per the Indian Arbitration Act, 1940 and the Institute will select the Arbitrator and the decision of the Arbitrator shall be final and binding on the parties.

OTHER TERMS & CONDITION :

1. **WAGE STRUCTURE** : Bidders should quote Monthly Wage Structure (Except Basic Pay) rates Strictly **as per Minimum Wages Act for Employment in any shop or commercial Establishment for Zone I** with all taxes and charges and will remain unchanged during the operative period of Contract and only the Special Allowance will be revised as and when revised by the Labour Department, for which copy of the same is to be submitted for revision, approval and for Payment.
2. The Agency shall ensure that it fully complies with and observes all the provisions of Contract Labour (R & A) Act 1970, Minimum Wages Act 1948, payment of Wages Act 1935, EPF, ESI Act, Gratuity Act 1972 and such other Statutory enactment rules and regulations laid by the Govt. or Local body.
3. **PENALTY : From day one of the Contract the agency should provide full strength till the last day of the Contract. On all days, the required/sanctioned number of staff shall be made available by the Agency for work. There should not be any short fall on any day in the strength of the sanctioned requirement. If anybody is absent the agency shall provide substitute within one hour from the start of the day work. If there are absenteeism in the full strength for more than 3 days, a penalty of Rs. 100/- per day will be recovered from the bill, for the number of days which are shortage of full strength. In addition to this, Payment for number of absentees, also will be disallowed and bill restricted accordingly for payment.**
4. Be it clearly understood and agreed that there will be no relationship of employer and employee between the Institute and the contract labourers engaged by the successful agency. It will be the responsibility of the said agency to pay the wages to his employees and to ensure compliance of all the labour laws. They shall be liable to abide by all related acts/laws/regulations of the Government. The Institute shall pay no compensation for any accident for these personnel while executing the job.
5. The agency shall maintain deployment chart in the prescribed proforma to be supplied by the Institute, which will be the basis for working out manpower deployed for payment purpose as per the terms and conditions of the contract.
6. The agency should have the EPF number allotted by the RPFC Officer. He should also be in a position to provide ESI coverage to the contractual personnel, and a copy produced to this Institute.
7. **PAYMENT** : The payment of salary should be made to all the contract employees every month on or before 7th of every month through their bank accounts by electronically. The agency will submit the bill, duly pre receipted by 1st working day of each month duly signed by the authorized person of the Agency, which will be payable by RTGS / NEFT normally within the shortest possible time. The Agency at the time of Submission of bills should attach along with the bill the Statutory requirements like copy of muster roll, copy of EPF, ESI, Profession Tax, Service Tax paid for previous month of the labourers, acquittance roll of Salary paid to their employees for the previous month, otherwise the bill will be returned to the Agency.
Payment of Over Time Allowance for engaging House Keeper, Drivers will be calculated on hourly basis.
8. The GST / Service Taxes and the charges levied payable towards the EPF / ESI / Profession Tax shall be paid by the agency.
9. The Institute shall not be liable to pay salary, allowance, provident funds, gratuity, pension, bonus, leave salary, medical benefits, accident benefits, uniforms and or any other benefits /

compensation to these staff. The Institute shall simply provide a single room, to all these personnel and no other accommodation shall be provided.

10. The Institute as per Rule, as will be applicable, will deduct all taxes from the monthly bill, from the agency.

11. Jurisdiction:

The disputes, legal matters, court mailers, If any shall be subject to Pune jurisdiction only.

12. Force Majeure:

The Director NARI may consider relaxing the penalty for requirements, as specified In this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of an Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

13. Arbitration:

All disputes of any kind arising, shall be referred by either party (NARI or the bidder) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be specified in the contract agreement. The jurisdiction of the courts shall be specified in the contract agreement.

**Administrative Officer,
For Director.**

SECTION IV: STRUCTURE OF WAGES

TO BE ENCLOSED IN THE COMMERCIAL BID ONLY.

BILL OF QUANTITIES

STATEMENT OF LABOUR COST

1. Engagement of Contract Services for providing the House Keepers.

Sr.No	Description	Quantity	Unit	Rate/Month	Amount
	Mandatory payment as per decided by the wage Committee				
1	For Semi-Skilled Worker (H/K Supervisor)	1			
A.	Basic		1	14,100.00	14,100.00
B.	Special Allowance (*)		1	3,564.00	3,564.00
2	Un-Skilled worker (H/K's / Attendant)	21			
A.	Basic		1	7,000.00	1,47,000.00
B.	Special Allowance (*)		1	3,564.00	74,844.00
3	Un-Skilled worker (Gardener)	2			
A.	Basic		1	7,000.00	14,000.00
B.	Special Allowance		1	3,564.00	7,128.00
	Total	24		38,792.00	2,60,636.00
4	Mandatory allowances as per Govt. Norms H.R.A. (5% on Basic + Special Allowance) (2,60,636 X 5%)				13,031.80
5	P.F.(13.36% on Basic + Special Allowance) (2,60,636 X 13.30%)				33,882.68
6	E.S.I. (4.75% on Basic + Special Allowance+ HRA) ((2,60,636 + 13,031.80 X 4.75%)				12,999.22
7	Bonus (8.33% on Basic + Special Allowance) (2,60,636 X 8.33%)				21,710.98
8	Any other Mandatory provision as per Govt. norms Leave Salary (6.71% on Basic + Special Allowance) (2,60,636 X 6.71% = 17,488.67) + MLWF (24 X 6 = 144.00)				17,684.80
	Grand Total R/O :				3,59,945.48
[Rupees Three Lakh Fifty Nine Thousand Nine Hundred Forty Five & Paise Forty Eight Only]					

The rates shall be filled up by the institute for each category (Semiskilled, un-skilled etc) as per minimum wages act and other act applicable/fixed by the Govt. Quantity shall be Provided by the institute as per requirement.

(*) **Special Allowance** (present rate) and will be allowed as per the revision time to time by the State Government & subject to the submission of the copy of the Gazzate published by the Government of Maharashtra.

Seal.

Date :

Signature of the Tenderer with Name & Address.

ANNEXURE – I

ICMR-NATIONAL AIDS RESEARCH INSTITUTE,

PRICE BID

1. Engagement of Contract Services for providing the House Keepers.

S. No.	Description	Percentage	Amount (in figures and word)
1	Labour cost as defined in Bill of Quantities (SECTION – IV)		
2	Service Charges to be paid over on above towards CP & OH which also includes tools and plants, Liveries, washing allowance, any other payment to workers and miscellaneous expenditure of the contractor etc.		
3	Total (1 + 2)		
4	GST (on 3 above) as applicable.		
5	Other mandatory tax, if any (on 3 above)		
	GRAND TOTAL (3 + 4 + 5)		

Note :-

Tender which have quoted Service Charges less than 2% will be summarily rejected

1. The rate quoted for GST / other mandatory tax shall be filled up as applicable as per rule.
2. The Service Charges shall be filled up in percentage and amount both. However the payment shall be made to the agency on the basis of rate of percentage quoted by the firm.

IMP : Copies of all government notifications for allowances & taxes levied (i.e. Special Allowance, HRA, PF, ESI, Bonus Leave Salary, MLWF, GST & other if any) may be enclosed with the tender document.

Signature with seal of the Tenderer with Name & Address

SECTION IV: STRUCTURE OF WAGES

TO BE ENCLOSED IN THE COMMERCIAL BID ONLY.

BILL OF QUANTITIES

STATEMENT OF LABOUR COST

2. Engagement of Contract Services for providing Drivers.

Sr.No	Description	Quantity	Unit	Rate/Month	Amount
	Mandatory payment as per decided by the wage Committee				
1	Semi skilled workers (Driver)	7			
A.	Basic		1	13,500.00	94,500.00
B.	Special Allowance (*)		1	3,564.00	24,948.00
	Total	7		17,064.00	1,19,448.00
2	Mandatory allowances as per Govt. Norms H.R.A (5% on Basic + Special Allowance) (1,19,448 X 5%)				5,972.40
3	P.F.(13.00% on Basic + Special Allowance) (1,19,448 X 13.00%)				15,528.24
4	E.S.I. (4.75% on Basic + Special Allowance+ HRA) ((1,19,448 + 5,972.40 X 4.75%)				5,957.47
5	Bonus (8.33% on Basic + Special Allowance) (1,19,448 X 8.33%)				9,950.02
6	Any other Mandatory provision as per Govt. norms Leave Salary (6.71% on Basic + Special Allowance) (1,19,448 X 6.71% = 8,014.96) + MLWF (7 X 6 = 42.00)				8,056.96
	Grand Total R/O :				1,64,913.09
[Rupees One Lakh Sixty Four Thousand Nine Hundred Thirteen & Paise Zero Nine Only]					

The rates shall be filled up by the institute for each category (Semiskilled) as per minimum wages act and other act applicable/fixed by the Govt. Quantity shall be Provided by the institute as per requirement.

(*) **Special Allowance** (present rate) and will be allowed as per the revision time to time by the State Government & subject to the submission of the copy of the Gazzate published by the Government of Maharashtra.

Seal.

Date :

Signature of the Tenderer with Name & Address.

ANNEXURE – I

ICMR-NATIONAL AIDS RESEARCH INSTITUTE,

PRICE BID

2. Engagement of Contract Services for providing Drivers.

S. No.	Description	Percentage	Amount (in figures and word)
1	Labour cost as defined in Bill of Quantities (SECTION – IV)		
2	Service Charges to be paid over on above towards CP & OH which also includes tools and plants, Liveries, washing allowance, any other payment to workers and miscellaneous expenditure of the contractor etc.		
3	Total (1 + 2)		
4	GST (on 3 above) as applicable.		
5	Other mandatory tax, if any (on 3 above)		
	GRAND TOTAL (3 + 4 + 5)		

Note :-

Tender which have quoted Service Charges less than 2% will be summarily rejected

1. The rate quoted for GST / other mandatory tax shall be filled up as applicable as per rule.
2. The Service Charges shall be filled up in percentage and amount both. However the payment shall be made to the agency on the basis of rate of percentage quoted by the firm.

IMP : Copies of all government notifications for allowances & taxes levied (i.e. Special Allowance, HRA, PF, ESI, Bonus Leave Salary, MLWF, GST & other if any) may be enclosed with the tender document.

Signature with seal of the Tenderer with Name & Address

SECTION IV: STRUCTURE OF WAGES

TO BE ENCLOSED IN THE COMMERCIAL BID ONLY.

BILL OF QUANTITIES STATEMENT OF LABOUR COST

3. Engagement of Contract Services for providing Securities.

Sr.No	Description	Quantity	Unit	Rate/Month	Amount
	Mandatory payment as per decided by the wage Committee				
1	Semi skilled workers (Security Supervisor)	1			
A.	Basic		1	13,500.00	13,500.00
B.	Special Allowance (*)		1	3,564.00	3,564.00
2	Un-Skilled worker (Security Guards)	18			
A.	Basic		1	13,500.00	2,43,000.00
B.	Special Allowance (*)		1	3,564.00	64,152.00
	Total	19		34,128.00	3,24,216.00
3	Mandatory allowances as per Govt. Norms H.R.A (5% on Basic + Special Allowance) (3,24,216 X 5%)				16,210.80
4	P.F.(13.00% on Basic + Special Allowance) (3,24,216 X 13.00%)				42,148.08
5	E.S.I. (4.75% on Basic + Special Allowance+ HRA) ((3,24,216 + 16,210.80 X 4.75%)				16,170.27
6	Bonus (8.33% on Basic + Special Allowance) (3,24,216 X 8.33%)				27,007.19
7	Any other Mandatory provision as per Govt. norms Leave Salary (6.71% on Basic + Special Allowance) (3,24,216 X 6.71% = 21,754.89) + MLWF (19 X 6 = 114.00)				21,868.89
	Grand Total R/O :				4,47,621.24
[Rupees Four Lakh Forty Seven Thousand Six Hundred Twenty One & Paise Twenty Four Only]					

The rates shall be filled up by the institute for each category (Semiskilled, un-skilled etc) as per minimum wages act and other act applicable/fixed by the Govt. Quantity shall be Provided by the institute as per requirement.

(*) **Special Allowance** (present rate) and will be allowed as per the revision time to time by the State Government & subject to the submission of the copy of the Gazzate published by the Government of Maharashtra.

Seal.

Date :

Signature of the Tenderer with Name & Address.

ANNEXURE – I

ICMR-NATIONAL AIDS RESEARCH INSTITUTE,

PRICE BID

3. Engagement of Contract Services for providing Securities.

S. No.	Description	Percentage	Amount (in figures and word)
1	Labour cost as defined in Bill of Quantities (SECTION – IV)		
2	Service Charges to be paid over on above towards CP & OH which also includes tools and plants, Liveries, washing allowance, any other payment to workers and miscellaneous expenditure of the contractor etc.		
3	Total (1 + 2)		
4	GST (on 3 above) as applicable.		
5	Other mandatory tax, if any (on 3 above)		
	GRAND TOTAL (3 + 4 + 5)		

Note :-

Tender which have quoted Service Charges less than 2% will be summarily rejected

1. The rate quoted for GST / other mandatory tax shall be filled up as applicable as per rule.
2. The Service Charges shall be filled up in percentage and amount both. However the payment shall be made to the agency on the basis of rate of percentage quoted by the firm.

IMP : Copies of all government notifications for allowances & taxes levied (i.e. Special Allowance, HRA, PF, ESI, Bonus Leave Salary, MLWF, GST & other if any) may be enclosed with the tender document.

Signature with seal of the Tenderer with Name & Address

ANNEXURE – II

Checklist: Eligibility Criteria for bidders

Bidders have to indicate whether the following are enclosed by them.

	YES or NO
1 The Demand Draft for Rs.1,000/- towards tender document fees.	<input type="checkbox"/>
2 The Demand draft for Rs.50,000/- towards Earnest Money Deposit.	<input type="checkbox"/>
3 Agreements / Copy of Contracts / Completion Certificates if any, from the clients for which similar contracts has been made by the bidder in the last two years and also attach the list of customers with their Name, Address, Phone number, Fax number and e-mails etc.	<input type="checkbox"/>
4 Duly filled in Technical Bid with proper seal and signature of authorized person on each page of the bid submitted.	<input type="checkbox"/>
5 If the bid is for branded makes, authorization letter from Principals clearly indicating that the vendor is competent authority to sell & provide services towards the items mentioned in the Scope of Supply given in this tender document.	<input type="checkbox"/>
6 Self Attested copy of Sales Tax Registration certificate as applicable.	<input type="checkbox"/>
7 A Certified copy of Partnership deed / Memorandum and Articles of Association as applicable.	<input type="checkbox"/>
8 Agreements / Award of Contracts / Completion certificates if any, from the clients for which similar supply has been made by the bidder in last three years.	<input type="checkbox"/>
9 Document showing annual turnover of last Two years.	<input type="checkbox"/>
10 Copy of GST / LST / CST / WCT / VAT No. and the PAN / TIN No. allotted by the concerned authorities.	<input type="checkbox"/>

I / We, am / are agreeable to and abide by all the terms & conditions prescribed by the Director, National AIDS Research Institute, Pune in respect of this Tender without any reservations.

PLACE :
Date :

**Signature of the Tenderer
with Seal.**

Declaration

1. I S/o Proprietor / director of the Firm / Agency, mentioned above, is competent to sign this declaration and execute this tender.
2. I have carefully read and understood all the terms and conditions, as mentioned in the tender documents, 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 fact that furnishing of any false information/document would lead to rejection of my/our tender besides liabilities for prosecution under appropriate law.

Full Name & signature of Authorized signatory

(Seal of Firm / Agency)

Place:
Date: