



Government of India
Ministry of Health and Family welfare
Central Leprosy Teaching and Research Institute
Chengalpattu-603 001. Tamil Nadu



DOCUMENTS FOR
PROVIDING MANPOWER SERVICES
ON OUTSOURCING BASIS

DOCUMENT NO: 08/2/CLTRI/TENDER FOR
OUTSOURCING/E.1/2018
DATED: **24.08.2018**

Location:

Central Leprosy Teaching and Research Institute
Chengalpattu-603 001. Tamil Nadu



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Ministry of Health and Family welfare
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SECTION I
Notice Inviting Tender (NIT)
CLTRI, CHENGALPATTU.

**Tender Notice for providing Manpower Services & Equipment on Outsourcing Basis
at CLTRI, Chengalpattu.**

Tenders are invited from vendors for above said service:

S.No	Description	Schedule
1.	Tender Ref Number	08/2/CLTRI/TENDER FOR OUTSOURCING/E.1/2018
2.	Date & time for obtaining of Tender	24.08.2018 10.00 A.M to 10.09.2018 5.00 P.M
3.	Last date for submission Tender	25.09.2018 05.00 PM
4.	Time and date of opening of Techno Commercial Bids	26.09.2018 10.00 A.M
5.	Venue of opening of Techno Commercial & Financial Bid	Central Leprosy Teaching and Research Institute, Chengalpattu – 603 001.
6.	Service to be offered	Providing Manpower in the form of Office Assistant/Stenographer/Tailor on Outsourcing Basis
7.	Duration of the Contract	One year from the award of Contract.
8.	EMD to be deposited	Rs.20,000/- (Rupees Twenty thousand only)
9.	Tender Fee	Rs.500/- (Rupees Five hundred only)

Interested parties may visit www.cltrigov.in/www.tender.gov.in to download the Tender. Subsequent amendments/addendum if any will be published in these websites. The parties are advised to visit the websites regularly for updates. Tenders in sealed envelopes super scribing,

**“TENDER DOCUMENT FOR
PROVIDING MANPOWER SERVICES, CLTRI, CHENGALPATTU”** may be forwarded to the **“Director, Central Leprosy Teaching and Research Institute, Chengalpattu – 603 001”** within 30 days. The tender received after the due date will be rejected summarily.



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SECTION-II

GENERAL INSTRUCTIONS AND CONDITIONS TO BE COMPLIED WITH BY THE CONTRACTORS

1. The successful bidder hereinafter referred to as 'Contractor' will have to enter into a written Contract / Agreement with CLTRI, the terms and conditions of which are enclosed herewith.
2. The tender should be signed in long hand, dated, duly stamped and witnessed at all places provided therein. Also all pages, corrections/alterations should be initialed/stamped.
3. Contractor must be careful to deliver a bonafide tender. Any tender which proposes any alterations to any of the conditions laid down which proposes any other conditions or any description whatsoever is liable to be rejected.
4. **Submission of tender quotation by telegram/fax/e-mail/by hand will not be considered.**
5. Tenders must be accompanied by a certified true copy of the Power of Attorney in favour of the signatory to the tender which should inter alia empower him/her to bind the firm to Arbitration Clause given in the Articles of Agreement and Contract conditions.
6. In case a blank tender is being submitted, it should be marked prominently 'BLANK' on the envelope and signed by the authorized person.
7. The tenders should be posted sufficiently in advance of the last date fixed for receipt of tenders. Tender received late shall be liable for rejection. CLTRI will not take responsibility for any Postal or other delays.
8. Prices shall be written in ink and shall be entered both in figures and words. There should not be errors and /or over-writings. Corrections, if any, should be made clearly and initialed with dates. In case of discrepancy the figure quoted in words shall be taken as accurate. In case of any discrepancy in the unit and amount, the unit rate shall be taken as accurate.
9. Prices quoted by the Contractor shall be firm and valid even if the contract is split in two or more parts among different contractors.
10. **Direct or indirect canvassing on the part of the Contractor or his representative will be a disqualification.**
11. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The Contractor shall sign the tender form at each page and at the end, in token of acceptance of all the terms and conditions of the tender.
12. The bid shall also bear the initials of the authorized signatory and stamp of the entity thereof on each page of the bid.
13. All communication and information should be provided in writing and in English language only.



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14. CLTRI shall not provide any sort of accommodation to the personnel deployed by the contractor and no cooking/lodging will be allowed in the premises of the CLTRI at any time.

15. If any complaint of misbehavior and the misconduct by personnel employed by the contractor comes to the knowledge of CLTRI then the responsibility for all such activities shall be of the contractor and any loss owing to negligence or mishandling by the personnel employed by the contractor, the contractor shall be responsible for the losses so suffered by the CLTRI.

16. The Contractor is responsible for all mandatory compliances to social, safety and environmental issues related to the performance of the service provision in the CLTRI premises.

17. Director, CLTRI reserves the right to remove any person employed by the Contractor found unfit without any prior intimation to the Contractors and ask for a replacement at no extra cost.

18. The contractor shall not engage the personnel below the age of 18 years. All the personnel to be deployed by the contractor shall be medically fit and their antecedent (Police verification) be verified prior to the deployment at CLTRI.

19. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all compensation/damage/expenses/fines, the concerned contractor personnel shall attend the court as and when required.

20. If as a result of 'post payment audit' any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by CLTRI from the Agency.

21. The contractor shall not engage any sub-contractor or transfer the contract to any other Contractor.

22. The contractor has to maintain all the appropriate records at his own cost as required by various Government departments. In case of any violation of any statutory provisions under any applicable law related to the work, the liability of the same shall devolve on the contractor and not on CLTRI.

23. Persons suffering from contagious or infectious disease shall not be employed or permitted to work in CLTRI. CLTRI reserves the rights to examine any of the employees for medical fitness without prior notice. **Expenses, if any incurred by CLTRI on medical examination of such employees, shall be borne and paid by the contractor.**

24. No person agency is permitted to submit bid for tender whose relative(s) is (are) working in CLTRI, Chengalpattu in any official capacity or otherwise.



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SECTION-III
TENDER FORM

Date _____
To _____

CLTRI, Chengalpattu.

Ref. Your TE document no. _____ dated _____ We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum no. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to _____ (Description of services) in conformity with your above referred document for the sum of _____ (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to execute the work/service as mentioned above, in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

If our tender is accepted, we will furnish the performance guarantees of a Nationalized Bank for a sum (together with the Bid Security /EMD) of Rs.1,00,000/-.

We agree to abide by this tender for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We declare that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of



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SECTION-IV

PREAMBLE

Definitions and Abbreviations:

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings indicated below:

1.2 Definitions:

(i) "Employer" means the Organization and / or its representatives (consultants) hiring the service as incorporated in the Tender Enquiry document.

(ii) "Tender" means Bids/ Quotation/ Tender received from a firm/ Tenderer / Contractor.

(iii) "Tender" means Contractor/ the Individual or the Firm submitting Bids/ Quotation/ Tender.

(iv) "Contractor" means the individual or the firm providing services as incorporated in the contract.

(v) "Services" means service requested by the employer and other obligations of the Contractor covered under the contract.

(vi) "Earnest Money Deposit" (EMD) means Bid Security/ monetary of financial guarantee to be furnished by a tenderer along with its tender.

(vii) "Contract" means the written agreement entered into between the Employer and/ or consignee and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(viii) "Performance Security" means monetary or financial guarantee to be furnished by the Contractor for due performances of the contract placed on it. Performances Security is also known as Performance SECURITY Deposit.

(ix) "Day" means calendar day.

1.3 Abbreviations:

(i) "T E Documents" means Tender Enquiry Document

(ii) "NIT" means Notice Inviting Tenders.

(iii) "BG" means Bank Guarantee

(iv) "RT" means Re-Tender.

(v) "CLTRI" means Central Leprosy Teaching and Research Institute

(vi) "GIT" means General Instructions to Tenderers.



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SECTION-V

CONTRACTOR PROFILE & CERTIFICATES

1.	Name of tendering company/Firm/Agency	
2.	Type of firm i.e.,. Proprietorship/partnership or company registered under company Act 1956 (Attach Authorized Affidavit from a notary Public towards the sole proprietorship of firm/ Self Attested partnership deed or Incorporation certificate of company/Article of Association/ Memorandum of Association as applicable)	
3.	Name of proprietor/ Director of company/ Firm/Agency with PAN Number and address proof, 3 years of IT returns.	
4.	Full address of registered office with telephone no., Fax no. & Email	
5.	Full address of operating/branch office with telephone no.& E-mail	
6.	PAN/GIR/TAN No. (Attach self-attested copy)	
7.	GST registration no. (Attach self-attested copy)	
8.	E.P.F. Registration no. (Attach self-attested copy)	
9.	E.S.I Registration no. (Attach self-attested copy)	
10.	IT returns for the last 3 years (Company)	

11. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal:



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SECTION- VI

DECLARATION REGARDING BLACKLISTING / NON-BLACKLISTING

FROM TAKING PART IN GOVT. TENDER BY CLTRI/GOVT. DEPT

(To be executed on Rs. 20/- stamp paper & attested by public Notary/Executive Magistrate by the Contractor)

I/ We proprietor/ partner (s)/ Director (s) of M/s.....hereby declare that the firm/company namely M/s.....has not been blacklisted or debarred in the past by CLTRI, or any other Government organization from taking part in Government tenders.

Or

I/ We proprietor/ Partner (s) / Director (s) of M/s..... hereby declare that the firm/ company namely M/s Was blacklisted or debarred by CLTRI, or any other Department from taking part in Government tenders for a period of years w.e.f. The period is over on And now the firm/company is entitled to take part in Government tenders.

In case the above information is found to be false, I/We are fully aware that the tender/ contract will be rejected/cancelled by CLTRI and EMD/SD shall be forfeited. In addition to the above CLTRI will not be responsible to pay the bills for any completed/ partially completed work.

Signature..... Name.....

Name & address of the firm

.....

Seal of the firm should be affixed.

Dated:

Signature of Contractor with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors.



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SECTION-VII
INSTRUCTIONS TO CONTRACTORS

1.COST OF BIDDING Contractors shall bear all costs associated with the preparation and submission of the bid.

2.THE BID DOCUMENTS

The Bid Documents include:

- a. Notice Inviting Tender
- b. Bid Form
- c. Contractors Profile & certificates
- d. Instructions to Contractors
- e. General Conditions of Contract
- f. Scope of Work, Job Specifications & Schedule of Requirements
- g. Check list for Contractors
- h. Financial Bid Form
- i. Full page tender document duly signed and sealed

Contractors are expected to examine all instructions, forms, terms and conditions in the Bid documents. Failure to furnish all information required as per the Bid documents or submission of bids not substantially responsive to the Bid documents in every respect will be at the Contractor's risk and may result in rejection of the bid.

3. CLARIFICATION OF BID DOCUMENTS

- a. Contractors requiring any clarification on the Bid Documents shall notify CLTRI, in writing or by FAX at the Office's mailing address indicated in the invitation of Bid.
- b. The clarifications made as above shall form part of the Bid document and will be treated as amendment to the Bid document. These clarifications will also be made available in the website and Contractors who have downloaded Bid document from internet are to submit the bid document accordingly after taking into account all the clarifications issued.

4. AMENDMENT OF BID DOCUMENTS

- a. At any time prior to the date of submission of Bids, The Director, CLTRI may, for any reason, whether on his own initiative or in response to any clarification received from a Contractor, shall modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding on them.
- b. In order to afford prospective Contractors a reasonable time to take the amendment into account in preparing their bids, CLTRI may, at its discretion, shall extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web sites as and when it is made.
- c. Contractors who download the Bid document through internet are to take care of these amendments while submitting their bids.

5. BID FORM The Contractor shall complete the Bid form(Section-III), Contractors Profile with Certificates (Section V) and prices as per Financial Bid Form (Section IX), furnished in the Bid documents.

6. BID PRICES Rates are to be quoted based on the Schedule of work for skilled manpower services, Unskilled Manpower Service and Housekeeping Equipment on rental basis.



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SECTION-VII-A

7. DOCUMENTS ESTABLISHING CONTRACTOR'S ELIGIBILITY AND QUALIFICATION

The following the documents must be submitted along with tender document. Any tenderer submitting the bid without documents those specified below, is liable to be summarily rejected.

- i. Contractor's Profile duly filled & signed as per Section III.
- ii. Contractor must be a firm/ agency/ company that should be registered with appropriate authorities and Self Attested copy of registration may be attached.
- iii. Contractor must have GST registration number issued by competent authority.
- iv. Contractor should have EPF and ESI registration, GST Registration and License under Contract Labour Act with competent authority.
- v. Contractor must have PAN/TAN/GIR card.
- vi. Contractor should attach a copy of previous 3 years income tax return certificate for F.Y. 2015-2016, 2016-2017, 2017-2018.
- vii. Contractor should submit balance sheet, profit & loss statement for F.Y. 2015-2016, 2016-2017, 2017-2018.
- viii. Certificate of "BLACKLISTING & NON- BLACKLISTING "of Contractor firm/company to be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the Contractor.
- ix. Self-Attested copy of Partnership Deed or affidavit in original regarding sole Proprietorship in case of proprietorship firm/ Memorandum of Association / Articles as applicable.
- x. All the tender document pages should be stamped and signed.
- xi. Original "Power of Attorney" in case of person other than the tenderer has signed the tender documents.

Tender documents can be collected from Central Leprosy Teaching and Research Institute, Ministry of Health and Family Welfare, Chengalpattu on payment of Rs.500/- (Rupees Five Hundred only) in the form of Demand Draft drawn in favour of **Director, Central Leprosy Teaching and Research Institute, payable at Chengalpattu**, on all working days from **24.08.2018** between 10.00 am to 5.00 p.m. upto **10.09.2018**. The tender document can also be downloaded from the internet website www.tenders.gov.in/ www.cltri.gov.in **Rs.500/- the cost of tender fee should be submitted along with the tender in the tender box by drawing a DD drawn in favour of Director, Central Leprosy Teaching and Research Institute, payable at Chengalpattu, in addition to EMD if the document is downloaded from the website.**

8. The interested and eligible Company/Firm/Agency may submit their Tender document complete in all respect in a sealed cover along with Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty thousand only) and other requisite documents. Tender should be reached this Office on or before 25.09.2018 upto 17.00 Hours in the Despatch Section at Central Leprosy Teaching and Research Institute, Ministry of Health and Family Welfare,



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Chengalpattu-603 001. The Tender should be sent through Registered Post/Speed Post only. **Submission of tender quotation by telegram/fax/e-mail/by hand will not be considered.** The Tenders shall not be entertained after this deadline under any circumstance whatsoever.

9. This Office reserves the right to amend/withdraw any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, CLTRI, Ministry of Health & Family Welfare in this regard shall be final and binding on all.

Scope of General Instructions for Tenders:

- i) The Central Leprosy Teaching and Research Institute, Ministry of Health and Family Welfare, Chengalpattu requires the services of a reputed, well established financially sound Manpower Company/Firms/Agency for providing Manpower services in the categories of Office Assistant/ Stenographer/Tailor.
- ii) The Contract is likely to commence from October, 2018 and would continue for a period of one year. The Period of the Contract may be further extended after the completion of Contract based on satisfactory services and provided the requirement of the CLTRI persist manpower at that time or may be curtailed/terminated before the Contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency or induction of regular manpower in this office. CLTRI, however reserves right to terminate this initial Contract at any time after giving one week's time.
- iii) In this Office's assessment, the initial requirement seems to be for 1 Nos. of Tailor/ 6 Nos. of Office Assistants and 2 Nos. of Stenographers.

Eligibility for Office Assistant/Stenographer

- Age: Between 22 – 40 years
- Educational qualification: Graduate in any field.
- Typing speed of 40 words per minute in computer.
- Proficiency in MS Office, internet, E-mail handling etc.,
- Shorthand speed of 80 wpm (for Stenographers only)
- Experience of 1 year, in a reputed Organization.
- Good Command over English.
- Good Communication Skills.
- Ability to follow given directions/instructions.

Eligibility for Tailor (Semi-Skilled)

- Age: Between 22 – 40 years
- Educational qualification: SSLC Passed.
- 1 year Experience in Tailoring field.



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iv) The various crucial dates relating to "Tender for providing to CLTRI, Ministry of Health & F.W Chennai are as under: -

- i) Last Date & Time for obtaining Tender Paper : 10.09.2018 @5.00 P.M
- ii) Last Date & Time for Deposit of Tenders : 25.09.2018 @ 5.00 P.M
- iii) Last Date & Time for Opening of : 26.09.2018 @ 10.00 A.M
- iv) Place of opening of the Tenders : CLTRI,
Technical Bids & Financial Bids. Chengalpattu 603 001.
- v) Date & Time for Opening of Financial Bids : 26.09.2018 @ 10.00 A.M
- vi) Validity of Tenders : 120 Days from the Date
of opening of tenders.

vii) The tenders have been invited under two bid system, i.e Technical Bid and Financial Bid. The interested Agencies are advised to submit two separate sealed envelopes superscribing "Financial Bid" and "Technical Bid" for providing manpower to perform jobs assigned to Office Assistant / Stenographer to CLTRI, Chengalpattu 603 001.

viii.) The Earnest Money Deposit(EMD) of Rs.20,000/- (Rupees Twenty thousand only) refundable should be necessarily accompanied with the Technical bid of the Agency in the form of Demand Draft/ Pay order from any of the Nationalized Bank drawn in favour of **The Director, Central Leprosy Teaching and Research Institute, Chengalpattu- 603 001** valid for a period of 120 days. Bid not accompanied by earnest money of the requisite amount with proper validity will be summarily rejected.

ix) The successful Contractors will have to deposit a "Performance Performance SECURITY Deposit" for a sum of Rs.1,00,000/- (Rupees one lakh only) (subject to revision) at the time of commencing the work or within 15 days of the receipt of the formal order. The performance Performance SECURITY Deposit will be furnished in the form of Bank Guarantee from a Nationalized Bank drawn in favour of, **The Director, CLTRI, Chengalpattu 603 001.**

x) The performance Security (in the form of bank Guarantee) should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the contractor.

xi) The tendering Company/firm/Agency is required to enclose photocopies of the following documents duly attested by a Gazetted Officer, along with the Technical Bid, failing which their bids shall be summarily/outrightly rejected and will not be entertained any further:

PAN/GIR No.(Attach attested copy)
GST Registration No. (Attach attested copy)
E.P.F. Registration No. (Attach attested copy)
E.S.I Registration No.(Attach attested copy)
Documents showing completing atleast one service of value not less than Rs.2.5 lakhs per annum or at least two services of values not less than Rs.1.5 lakhs per



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annum related to providing human resources in a single contract. (Attach attested copy)
Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of Public/Private/PSU/Government Departments during the last three years as per Section VIII (Attach attested copy)
Affidavit stating that the agency is/has not been black listed by centre/State Government/PSU (Attach attested copy) as per Section VI

xii) Conditional bids shall not be considered and will be outrightly rejected at the very first instance.

xiii) All entries in the tender form should be legible and filled clearly. If the space for Furnishing information is insufficient, a separate sheet may be attached. No overwriting 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 initialed by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the agency.

xiv) The envelope containing Technical Bid shall be opened first on the scheduled date and time (At 10.00 A.M on 26th Sep, 2018) CLTRI, Chengalpattu – 603 001 in the presence of the representatives of the Company/firm/Agency. The Technical Bids shall be evaluated by a Technical Evaluation Committee. Financial bids of technically qualified, eligible Contractors meeting all the requisite criteria only shall be opened on 26th Sep, 2018 in presence of short listed contractors or their authorized representatives. Tenders, whose representative is not present at the opening, the tenders will be rejected.

xv) The competent authority reserves the right to annul any or all bids without assigning any reason.

xvi) The Contractor shall quote the technical & financial bids as per the format enclosed at Annexure I & II.

II. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY/FIRM/AGENCY

The tendering Contractor Company/Firm/Agency should fulfill the following technical specifications:

1. The Registered Office or one of the Branch Offices of the Contractor company/Firm/Agency should be located either in Chennai or around Chennai.
2. The Contractor Company/Firm/Agency should have the certificate of registration of Companies, Tamil Nadu.
3. Contractor Company/firm/Agency should have atleast two years experience in providing manpower to private and /or Public Sector Company/banks and Government Departments etc., preferably in the Health Department.
4. Contractor Company/Firm/Agency should have its own Bank Account.
5. Contractor Company/firm/Agency should be registered with Income Tax and GST Departments.



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6. Contractor Company/Firm/Agency should be registered with appropriate authorities (Government of Tamil Nadu) under Employees Provident Fund and Employees State Insurance Acts.
7. Contractor Company/Firm/Agency Should have completed at least one service contract of value not less than Rs.2.5 lakh per annum or completed at least two service contracts of value not less than Rs.1.5 lakh per annum related to providing human resources in a single contract.
8. The Contractor Company/Firm/Agency must have a turnover of Rs.5.00 lakh per year during the last three financial years.
9. The Contractor Company/Firm/Agency shall submit affidavit stating that the agency is /has not been black listed by Central Government/State Government/any PSU.

Non-compliance with any of the above conditions by the Contractor/ Company/Firm/Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summararily.

III. TERMS AND CONDITIONS:

A. General

- i. The contract is likely to commence from September and shall continue for a period of one year, unless it is curtailed or terminated by this Institute owing to deficiency of service, sub-standard quality of workers deployed, breach of contract, reduction or cessation of the requirements of work.
- ii. The contract shall automatically expire after one year from the commencement of the contract unless extended further by the mutual consent of contracting Agency and this office.
- iii. 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 this Office.
- iv. The tenderer will be bound by the details furnished by it to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Contract making it liable for legal action besides termination of the contract.
- v. **Financial bids of only those tenderers who are declared qualified technically shall be evaluated.**
- vi. The CLTRI, Chengalpattu reserves the right to terminate the contract during initial period, also after giving a week's notice to the contracting Agency.
- vii. The contracting Agency shall ensure that the manpower deployed in CLTRI, Chengalpattu meet the eligibility conditions of age and educational and professional qualification etc, language skills and experience prescribed in the Tender Document.
- viii. The manpower employed by the Contracting Agency shall be required to work as per the Ministry's working days, ie. From Monday to Friday 09.00 A.M to 5.30 P.M with a lunch break of ½ hour from 13.00 hrs to 13.30 hrs.



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- ix. The Contracting Company/firm/Agency shall furnish the following documents in respect of the persons who will be deployed by it in this Office before the commencement of work.
- List of persons shortlisted by Agency for the deployment in CLTRI, Chengalpattu with their complete profile.
 - Character certificate from a Gazetted Officer of the Central/State Government.
 - Certificate of verification of antecedents of persons by local police authority.
- x) In case, the person employed by the successful Company/Firm/Agency is found to be in-disciplined then the Company/Contractor/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work, if required by this Institute within 2 days of being brought to their notice and provide a replacement.
- xi) The Contractor shall provide identity cards to the Personnel deployed in the CLTRI carrying the photograph of the personnel and personal information as to name, designation and Company logo and should be mentioned that 'Contractual Staff in CLTRI'.
- xii) The Contractor 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 the CLTRI, Chengalpattu.
- xiii) The Contractor shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- xiv) The person deployed shall be required to report for work at 9:00 hrs to the officers under whom they are deployed which will be intimated separately and would leave at 17:30 hrs. In Case, a person deployed is absent on a particular day or comes late/Leaves early on three occasions in a month, one day's Wages shall be deducted. In case of repetition of such instances, clause (xvii) will be applicable.
- xv) The Agency shall depute a coordinator, out of the deployed personnel who would be responsible for immediate interaction with the CLTRI, Chengalpattu so that optimal services of the persons deployed by the agency could be availed without any disruption.
- xvi) The Contractor shall ensure that the attrition rate of candidates will not exceed more than 5% in a year. The Contractor 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 three working days shall attract liquidated damages @ Rs.100 per day (per such case) on the Contractor, besides deduction in payment on pro-rata basis.



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xvii) It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.

xviii) For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of Workers so employed and deployed in this Office. The Persons deployed by the Agency in the CLTRI, Chengalpattu shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against CLTRI, Chengalpattu.

xix) The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. This office shall, in no way be responsible for settlement of such issues whatsoever.

xx) This Office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by Contractor in the course of their performing the function/duties, or for payment towards any compensation.

xxi) 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 the Office of CLTRI during the currency or after expiry of the contract.

xxii) The contract does not amount to employment with the Government nor confer any right on the contract/firm or the workers engaged by the contractor/firm, nor any representation by the Government as to the possibility or preference in employment at any time in future in respect of Security and other personnel of the contractor/firm in any office/establishment of the Government.

xxiii) **In case of termination of this contract on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/other capacity.**

xxiv) The Contractor should quote their service charge for providing services of persons for this Department over and above the statutory payments to be made to each worker, so deployed. Except the Administrative Service Charges, quoted by the Contractor, no other amount is to be retained by the Contractor out of the minimum wages, EPF, ESI, etc. as mandated by the statutory provisions on the subject. The proof of depositing the GST with the appropriate authorities have to be submitted to this Department periodically.

xxv) Complementary service by any firm is not acceptable. If any firm quote the **Administrative Service Charges as zero/nil, it shall be treated as an invalid quote and shall result in summary dismissal of the financial bid even though the firm otherwise technically qualifies.**

B. FRAUD AND CORRUPT PRACTICES



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- i. The applicant and their respective officers, employees, agents and advisers shall observe the highest standards of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the CLTRI, Chengalpattu may reject an Application without being liable in any manner whatsoever to the applicant if it determines that the applicant has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- ii. Without prejudice to the rights of the CLTRI, Chengalpattu under Clause I, hereinabove if an applicant is found by the CLTRI, Chengalpattu to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process such applicant shall not be eligible to participate in any tender issued by the CLTRI, Chengalpattu during a period of 2(two)years from the date such applicant is found by the CLTRI, Chengalpattu to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
- iii. For the purposes of this clause 1, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, anything of Value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the project;
 - b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding process;
 - c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process
 - d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding process; (ii) having a conflict of interest; and



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- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition of the Bidding process:

C. LEGAL

- i. The Contractor shall be responsible for compliance of all statutory provisions relating to Minimum wages, provident Fund, and Employees State Insurance etc., in respect of the persons deployed by it in this office.
- ii. The Contractor shall also be liable for depositing all taxes, levies, cess etc on account of service rendered by it to CLTRI, Chengalpattu in connection with tax collection authorities from time to time as per extent rules and regulations on the matter.
- iii. The Contractor shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand to the concerned authority of this Office or any other authority under Law.
- iv. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Institute.
- v. In case, the tendering Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the Institute is put to any loss/obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the outstanding bills or the Performance SECURITY Deposit of the Agency, either in full or to the extent of the loss or obligation in monetary terms.

D. FINANCIAL

- i. The technical Bid should be accompanied with an Earnest Money Deposit(EMD), Refundable, of Rs.20,000/- (Rupees Twenty thousand only) in the form of Demand Draft/Pay Order drawn in favour of the **Director, Central Leprosy Teaching and Research Institute, Chengalpattu-603 001** failing which the tender shall be rejected outrightly.



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- ii. The EMD in respect of the Agency which does not qualify the Technical Bid(First Stage)/Financial Bid(second competitive stage) shall be returned to it without any interest. Further if the Agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
- iii. Bids, offering rates which are lower than the minimum wages (as applicable for Chennai District) for the pertinent category, would be rejected.
- iv. The Contractor will have to deposit a Performance Performance SECURITY Deposit for a sum of Rs.1,00,000/- (Rupees One Lakh only) at the time of placing the work order within 15 days of the receipt of formal order. The performance Security will be furnished in the form of Bank Guarantee drawn in favour of **Central Leprosy Teaching and Research Institute, Chengalpattu-603 001**, or Fixed Deposit Receipt (FDR) from a Nationalized Bank made in the name of Contractor Company/Firm/Agency but hypothecated to the **Central Leprosy Teaching and Research Institute, Chengalpattu-603 001**. The performance Security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.
- v. In case of breach of any terms and conditions stipulated in the contract, a part or full, as the case may, of the Performance Performance SECURITY Deposit of the Agency will be liable to be forfeited by this office besides annulment of the contract.
- vi. The Agency shall raise the bill, in triplicate, along with attendance sheet to this Institute under whom the outsourced personnel have been deployed in the first week of the succeeding month. The Institute concerned will send the bills duly verified for passing the payment. As far as possible, the payment will be released by the second day of the succeeding month or next working day.
- vii. The claims in bills regarding Employees State Insurance, Provident Fund and GST 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 to the Agency till the proof is furnished, at the discretion of this office. Contractor is liable for full and timely payment (as per Attendance sheet) and if it comes to knowledge of CLTRI regarding under payment, CLTRI reserves the right to pay the difference from the Performance Performance SECURITY Deposit.
- viii. Settlement of disputes will be as per Indian Arbitration and Conciliation Act- 1996 and venue will be the CLTRI, Chengalpattu.



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The CLTRI, Chengalpattu reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties

10. SUBMISSION OF BIDS

The bid along with the necessary documents should be submitted to the CLTRI, Chengalpattu. Method of preparation of bid:

a) FINANCIAL BID:

Rate for outsourcing of "Skilled manpower services and Unskilled Manpower Services in CLTRI, Chengalpattu should be quoted clearly in the financial bid. **The lowest Bidder is to be evaluated on the wages including the (variable Dearness Allowance) wages.** The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any) and GST will be reimbursed as per actual along with the monthly bill on producing the original receipts.

b) Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

c) A declaration in the proforma given in Section VI (DECLARATION REGARDING BLACKLISTING/ NONBLACKLISTING), has to be submitted along with the Bid document.

d) *No person is permitted to bid for tender whose relative(s) is (are) working in CLTRI in any official capacity or otherwise or have any dealings with CLTRI Official or otherwise.*

BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

a. Earnest Money shall be paid by Demand Draft drawn on any Nationalized Bank drawn in favour of **Central Leprosy Teaching and Research Institute, payable at Chennai** as mentioned in the notice inviting tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.

b. Interest shall NOT be payable on the Bid Security /Earnest Money deposit.

c. The successful Contractor's Bid Security/ EMD shall not be converted as part of Performance Security (Performance SECURITY Deposit) (or) in case Performance Bank Guarantee is furnished for Rs. 1,00,000/- (Rupees One Lakh only) the Bid Security will be discharged upon the Contractor's acceptance of the contract. Bid Security / Earnest Money of the unsuccessful contractor will be refunded without interest within 10 days after final decision of the tender.

d. The Bid Security is required to protect the risk of Contractor's conduct, which would warrant forfeiture of Bid Security.

e. A Bid (Tender) not accompanied by the Bid Security shall be rejected by CLTRI as being non responsive at the bid opening stage itself.



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f. Bid Security (EMD) will be forfeited and the acceptance of the tender will be re-considered or revoked or cancelled at the discretion of CLTRI which will amount to imposing of penalty:
(i) If the Contractor withdraws his bid after the bids have been opened
(ii) If the Contractor fails to execute the Agreement or fails to remit the required Performance SECURITY Deposit (Performance Bank Guarantee) within seven working days of being called upon to do so.

11. LATE BIDS: Tenders will not be received after the specified time of closing of the tender and the same shall be rejected. It is the sole responsibility of the contractor that he should ensure timely submission of tender.

12. MODIFICATION AND WITHDRAWAL OF BIDS

The Contractor may withdraw his bid after submission provided that the written notice of the withdrawal is done prior to the deadline prescribed for submission of bid. No Modification is entertained after the submission of the tender. No Modification/Withdrawal is permitted after submission of tender.

13. BID OPENING

Bid opening shall be held as per the details mentioned in Section I: Notice Inviting Tender. Contractor's name, bid price, modifications, withdrawals and such other detail, as deemed fit by the authorized authority will be notified.

The financial bid will be evaluated only for technically qualified Contractors.

Note:-The Contractor shall quote the rate in English only, both in words and figures only in the manner as specified for every mentioned item separately. If any discrepancy found in figures and in words, the quoted rates in words will be considered as final.

14. EVALUATION CRITERIA

a) The Evaluation Committee will be constituted by the CLTRI, Chengalpattu to evaluate the Technical proposals on the basis of their responsiveness to the terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data sheet. Each responsive proposal will be given a technical score(ST). Proposal shall be rejected at this stage if it does not respond to important aspects of the technical proposal and particularly the criteria or sub-criteria or if it fails to achieve the minimum technical score indicated in the Data Sheet.



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SECTION-VIII

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For providing manpower to perform jobs assigned to perform Typist Cum Office Assistant/Stenographer and Tailor for the CLTRI, Chengalpattu.

1	Name of Tendering Company/Firm/Agency (Attach Certificates of Registration)	
2	Name of Proprietor / Director of Company/Firm/Agency	
3	Full address of Registered office with Telephone No. FAX and E-mail	
4	Full address of operating Branch Office with Telephone No. FAX and E-mail	
5	Banker of Company / Firm/Agency with full address (Attach Certified copy of Statement of A/C for the last three years)	
6	PAN/ GIR No (Attach attested copy)	
7	GST Registration No (Attach attested copy)	
8	E.P.F Registration No (Attach attested copy)	
9	E.S.I Registration No (Attach attested copy)	
10	Documents showing completed at least one service of value not less than Rs. 2.5 lakh per annum or at least two services of value not less than 1.5 lakh per annum related to providing human resources in a single Contract	
11	Give details of the major similar contracts handled by the tendering company/Firm Agency on behalf of PSUs and Government Departments/ Private firms during the last three years in the following format. (Attested copies of work orders may also be attached).	
12	Affidavit stating that the agency has not been black listed by Centre/State Government/PSU (Attach Copy)	
13	Declaration about fraud and practices (duly signed & attested as given in the Tender Documents- Section – XIII)	
14	Undertaking by the firm and provide Clearance from police authorities in respect of the workers	



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15	Objective testing and assessment of Professional skills of candidates/ Manpower: Agency's process of scrutinizing candidates before providing to the Ministry, number and type of tests/examinations proposed/conducted by the Agency to ensure that suitable candidates/Manpower are going to be provided to CLTRI (Attach copy)	
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Date:

Signature of authorized person

Place:

Name:

Seal:

DECLARATION

1. Shri/Smt----- Proprietor/Director, Authorized signatory of the Agency/Firm, mentioned above is competent to sign this declaration and execute this tender documents;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to 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 documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law and I cannot stake any claim, financial or otherwise, from CLTRI.

Date:

Signature of authorized person

Place:

Name:

Seal:



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SECTION- IX

Financial bid

(To be enclosed in a separate sealed envelope)

For providing manpower viz. Office Assistant, Stenographer & Tailor to CLTRI, Chengalpattu.

1. Name of tending Service provided Company /Firm / Agency:
2. Details of Earnest Money Deposit
 - Amount :
 - DD/P.O & Date :
 - Drawn on Bank :
3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the Chennai and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc)

S.No	Component of Rate	Office Assistant		Stenographer		Tailor	
		In figures	In words	In figures	In words	In figures	In words
1	Monthly Rate (as Minimum wages Act, 1948 applicable in Chennai as on date of submission of proposal) (for 30 days)						
2	Employees Provident Fund@ 13.36% of 1 above						
3	Employees State Insurance @ 4.75% of 1 above						
4	Contractors Administrative/Service Charges						
5	GST liability @ 18% of all the above						
6	Total (Column 1 to 5)						

Date:

Signature of authorized Signatory



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15. REJECTION OF TENDERS

CLTRI at its sole discretion shall reserve the right to reject or cancel consideration of any or all tenders; if any of the following conditions are not met.

- a) If the requisite Earnest Money Deposit / Bid Security in the manner does not support the tender provided therein.
- b) If the Bid Validity is less than the period prescribed norms (120 Days).
- c) If the tender is not duly signed, or not found proper or complete to the satisfaction of CLTRI in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- d) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- e) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- f) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- g) If prices are not filled properly in the Financial Bid.
- h) Without assigning any reason thereof.

16. PLACEMENT OF ORDER

CLTRI shall consider placement of work orders on those Contractor whose technical and financial bid has been successfully considered and decided as L1.

17. RIGHT TO ACCEPT OR REJECT ANY BID

Tender will be accepted and Contract will be finalized only with those of the tenderer(s), who in the opinion of CLTRI shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.

CLTRI reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. CLTRI does not bind itself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and they can also reduce the period of contract without assigning any reason.

18. LETTER OF INTENT (LOI)

CLTRI will issue an LOI conveying the intention of CLTRI to enter into a contract with the bidder. The Contractor shall within 7 days of issue of the LOI, is required to give acceptance along with Performance Bank Guarantee and also submit the Contract Agreement form as per Section XVII duly completed in all aspects.

19. SIGNING OF CONTRACT AGREEMENT



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The successful Tenderer shall be required to execute an Agreement within 7 (Seven) working days of being called upon on a non-judicial stamp paper of Rs. 100/- (One hundred only) at his own cost and in the format Section-XIII given by CLTRI to the effect that the tenderer and CLTRI are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document. Submission of the Tender document duly signed on all pages shall bind the Contractor to all the terms and conditions of this Tender document and as well as the Agreement to be signed by him. A copy of the complete set of this Tender document shall also become enclosure to the agreement as an annexure. CLTRI reserves the right to cancel the agreement executed without any compensation what so ever to the contractor anytime before the award of the work. **The action of CLTRI under this Clause shall not construe the breach of contract.**

20. ANNULMENT OF AWARD

Failure of the successful Contractor to comply with the requirement of Clause 18, 19 above shall constitute sufficient ground for the annulment of the contract and the forfeiture of the Bid Security in which event CLTRI may award the contract to any other Contractor at its discretion or call for new Tender.

21. Duration of Contract:

One Year from the date of award of contract.

22. METHOD OF SUBMISSION OF TENDER:

A. The Contractor compliance with minimum eligibility should submit the tender in a sealed envelope containing the following two envelopes by Post/Register Post or Speed Post only:

Envelope (A) --- Technical Bid

Envelope (B) --- Financial Bid

B. Envelope (A): The Contractors shall submit technical Envelope (A) with the following documents:

- 1) Bid Security.
- 2) Duly attested copy of License if any, approved by the concerned Licensing Authority.
- 3) Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director/Partner/Proprietor.
- 4) Authorization of senior responsible officer of the company to transact business.
- 5) Annual turnover statement for the last three years (ie., 2015-16, 2016-17, 2017-18) Certified by the Auditor.
- 6) Copies of Balance Sheet and Profit & Loss Account for the last three years certified by the Auditors.
- 7) Documentary evidence for meeting the eligibility Criteria.
- 8) Technical literature and other documents in support of the services.
- 9) Full Page tender document duly signed and sealed in all pages
- 10) Pre-bid MOM duly signed in all pages and sealed.



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11) PAN copy

C. Envelope (B): The Contractors shall submit Price bid Envelope (B) containing the following:

- 1) Duly filled in Financial Bid.
- 2) **Please note that Contractor run the risk of his bid being rejected if the Price Schedule contains any conditions or the price bid in Contractors own format.**



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SECTION X

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION OF THE CONTRACT DOCUMENT

CLTRI and the Contractor shall, as far as possible, by mutual consultation, try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall set forth the same, in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.

2. VALIDITY PERIOD OF RATE

The rates quoted should be firm and valid from the date of submission of bid up to the validity of contract agreement after finalization of tender for all work order without any change. However minimum wages as mentioned in Section IX shall be applicable.

3. TAXES AND DUTIES

Contractor shall pay all levies, fees, royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified CLTRI from and against the same or any default by the Contractor in the payment thereof.

4. NOTIFICATION BY CONTRACTOR

The Contractor shall give in writing to the proper person or authority with a copy to CLTRI such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Contractor shall keep all proper persons or authorities involved regularly advised of the progress of operations throughout the performance of the work together with such other information and/or supporting figures and data as may from time to time as directed or required.

5. GUARANTEE

In addition to any and all other guarantee and warranty mentioned in the contract documents the Contractor shall guarantee that the entire work will be done in a satisfactory manner.

6. INSOLVENCY OR DEATH OF CONTRACTOR

In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any



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of the conditions herein specified CLTRI shall have the power to terminate the contract without formal notice.

7. Contractor's heirs/representatives shall, have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death after informing the same to CLTRI and obtaining their consent in due course. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to CLTRI, in writing.

8. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, CLTRI shall have the option of terminating the contract without compensation to the Contractor, or anybody which does not amount to Breach of the contract.

9. SUB-CONTRACTS

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.

10. CLTRI reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to CLTRI in terms here of and for the due fulfillment of the contracted work.

11. The Contractor shall indemnify, and save harmless CLTRI from and against all actions, suits, proceedings, costs, damages, charges, claims and demands whatsoever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that CLTRI may sustain/suffer or incur arising from or out of or incidental to (in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case may be.

12. The person deployed shall be required to report for work at 09.00 A.M to CLTRI. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions without permission, one day wages shall be deducted.

13. The accountability and responsibility for maintaining & secrecy of the data will be with the contractor.

14. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.

15. CLTRI does not bind itself to accept the lowest tender and reserve the right

(i) To reject any or all tenders

(ii) The right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties. They can also reduce or extend the period of contract without assigning any reason.



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16. Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.

17. CLTRI will not be liable to pay any interest on the Earnest Money or Performance SECURITY Deposit Money. If the Contractor withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above, CLTRI reserve the right's to forfeit Earnest Money /Performance SECURITY Deposit.

18. Rate for outsourcing of "Manpower" in CLTRI, Chengalpattu should be quoted clearly in the financial bid. The minimum wages will be decided by CLTRI in reference to the letter issued by Chief Labour Commissioner and subsequent amendments on the subject matter if any (for Central Government) for skilled manpower services and Office Upkeep and Admin Manpower Services. The contractor needs to quote only the wages rates and the service charges to be claimed by contractor. The lowest Contractor is to be evaluated on the wages rates and service charge only. There may be different lowest Contractors for different categories.

19. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any) and GST will be reimbursed as per actual along with the monthly bill on producing the original receipts.

20. The manpower engaged by the contractor for executing jobs is purely the responsibility of the contractor and they will not have any claim/liability on CLTRI. The contractor will intimate to the local police station regarding identity and permanent address of the persons employed. A copy of the acknowledgement received from local police station should be submitted to this office.

21. The Contractor should ensure that all the man power should be available to carry out the work on all working days of CLTRI (minimum of 300 days)(8 hours duty excluding tea & lunch breaks) or as required by CLTRI.

22. The contractor shall ensure that any details of office, operational process, technical knowhow, Security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and utmost secrecy and confidentiality must be maintained.

23. It will be the responsibility of the contractor to meet transportation, food, medical and any other requirements if any, in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.

24. For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower Operator so employed and deployed in this office. The manpower deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against CLTRI.

25. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be



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responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.

26. The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.

27. Where the Contractor is a partnership firm, the previous approval in writing of CLTRI shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor.



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SECTION-XI

LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION

Obtaining license before commencement of work:

The contractor shall obtain a valid labour license as per requirement under the contract labour(R & A) Act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 before commencement of the work. The contractor shall also abide by the provisions of the Child labour (prohibition and regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

1. CONTRACTORS LABOUR REGULATIONS: Working hours

1.1. Normally working hours of an employee should not exceed 8 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than ten and half hours on any day.

2. PAYMENT OF WAGES

2.1. The Contractor shall fix wage periods in respect of which wages shall be payable. No wages period shall exceed one month.

2.2. The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of second day and in other cases before the expiry of fifth day after the last day of the Wages period in respect of which the Wages are payable.

2.3. Where the employment of any manpower is terminated by or on behalf of the contractor, the Wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

2.4. All payment of Wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the Wages period, final payment shall be made within 48 hours of the last working day.

2.5. Wages due for individual manpower shall be paid to him direct or the other person authorized by him in this behalf.

2.6. All Wages shall be paid in current coin or currency or in both.

2.7. Wages shall be paid without any deductions of any kind except those specified by the central government by general or special order in this behalf or permissible under the payment of Wages act 1956.

2.8. Each claim bill of the contractor must accompany details of labourers/employees engaged, duration of their engagement/wage register /amount of Wages paid/amount of EPF/ESI contributions and declaration from the contractor regarding compliance of the condition of EPF Act 1952.



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2.9. The contractor shall be responsible for providing all statutory benefits to the personnel employed by him including off day(s) after 5 days & national holidays, PF, ESI etc. & the documentary proof of the same has to be attached with each month's bill.

2.10. The contractor shall liable to make disbursement of payment among the manpower as per the approved final rates of this contract and has to submit the documentary proof of said disbursement of previous month along with the bill of next month.

3. COMPLIANCE WITH LAWS AND REGULATION

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules., regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or CLTRI, municipal boards, Government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By- laws, Rules, Regulations, orders and /or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents.

4. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF

CLTRI may, at any time, at their option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.

5. PAYMENTS

5.1 The bills submitted by the Contractor should contain Bank A/c and IFSC code for electronic transfer of fund.

5.2. Income Tax and such other Taxes applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. Necessary Income Tax deduction certificate will be issued by the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill.

5.3. The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Contractor shall be made fully after CLTRI is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Contractor on any account. Unless there are specific reasons, all accounts are expected to be settled within a period of six months from the date of completion of the work in all respects.

5.4. Though utmost care will be taken to ensure timely payment by CLTRI, the contractor shall not be justified in abandoning the contract because CLTRI has delayed making payment(s), in case of delay.



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5.5. CLTRI will not be responsible for the deduction of TDS of Office Assistant and Stenographers/Tailor sponsored by them.

6. PERFORMANCE SECURITY DEPOSIT

6.1. Earnest Money deposited at the time of submission of the tender, will not be converted into Performance Security Deposit on the acceptance of the tender.

6.2. The Contractor will have to deposit a Performance Security Deposit of Rs.1,00,000/- at the time of signing of agreement within 15 working days of the issue of the letter of intent. The performance Security will be furnished in the form of Bank Guarantee drawn in favour of CLTRI Payable at Chennai.

6.3. Performance Security Deposit shall not bear any interest for any period whatsoever, and therefore, Interest shall not be payable by CLTRI on the Performance Security Deposit or on amount payable to the Contractor under the contract.

6.4. Performance Security Deposit shall be liable for appropriation / adjustment against any liquidated damages for delayed execution. If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for CLTRI to forfeit either whole or any part of the Performance Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor.

6.5. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the Performance Security Deposit or from any sum which may be due or may become due to the contractor by CLTRI on any account whatsoever and in the event of his Performance Security Deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the Performance Security Deposit. The cash should be deposited in CLTRI's Bank Account and not to any employee of CLTRI, under any circumstances. Otherwise, they said balance in full shall be collected from the bills of the contractor.

6.6. If the contractor duly performs and completes the contract in all aspects, CLTRI shall refund the Security Deposit to the Contractor after deducting all costs and other expenses that CLTRI may have incurred for making good any loss due to any action attributable to the contractor which CLTRI is entitled to recover from the contractor.

6.7. Performance Security Deposit will be refundable only after full settlement of final bill for the works contracted/executed under the contract.

6.8. Performance Security Deposit that is due for refund to the Contractor and remain unclaimed for One years after its refund becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of CLTRI.



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SECTION: XII
GENERAL INSTRUCTIONS TO TENDERERS

7. Discrepancies in Prices

- If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Employer feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected accordingly; and
- If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause above.
- If, as per the judgement of the Employer, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the Employer, the tender is liable to be rejected.

8. Discrepancy between original and copies of Tender

In case, any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the Employer will convey its observation suitably to the tenderer by register/speed post and, if the tenderer does not accept the Employer's observation, that tender will be liable to be ignored.

9. Qualification Criteria

Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed by CLTRI, will be treated as non-responsive and will not be considered further.

10. AWARD OF CONTRACT

Employer's Right to accept any tender and to reject any or all tenders The Employer reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

11. Notification of Award

Before expiry of the tender validity period, the Employer will notify the Contractor(s) in writing, by registered / speed post/ courier or by fax/telex/cable (to be confirmed by registered / speed post/courier) that its tender for services, which have been selected by the Employer, has been accepted, also briefly indicating there in the essential details of the services and corresponding prices accepted. The Contractor must furnish to the Employer the required performance Security within thirty days from the date of dispatch of this notification, failing which the EMD will forfeited and the award will be cancelled. Relevant



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details about the performance Security have been provided under GCC Clause 50 under Section VI. The Notification of Award shall constitute the conclusion of the Contract.

11.1 Issue of Contract

Promptly after notification of award, the Employer will produce the contract agreement (as per Section XIII) duly completed and signed, in duplicate, to the Contractor by registered / speed post/courier. Within ten days from the date of the contract, the Contractor shall return the original copy of the contract, duly signed and dated, to the Employer by registered / speed post/courier.

12 Return of EMD

The earnest money of the Successful Contractor and the unsuccessful Contractor will be returned to them without any interest.

- I. will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- II. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Employer, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

13 Integrity Pact (IP)

The Integrity Pact (IP) will be one of the conditions in this tender enquiry. It will be considered to be a material deviation resulting into ignoring and rejecting the tender if the tenderers do not agree to accept it. The detailed terms of the IP are given below:

13.1 The Public Authority commits that:

- No official will demand or accept any illicit gratification to give any of the parties an advantage at any stage of the project.
- All necessary and appropriate technical, legal and administrative information related to the contract will be made public
- None of the officials will make available confidential information to a Contractor/contractor to give unfair advantage in the contract
- Declaration by all concerned officials any conflict of interest and disclosure of own and family assets
- Officials will report to appropriate government authority about any breach/attempt to breach a commitment.

13.2 The Contractor commits that:

- they will not offer any illicit gratification to obtain unfair advantage
- they will not collude with other parties to impair transparency and fairness
- they will not accept any advantage in exchange for unprofessional behaviour
- will disclose all payments made to agents and intermediaries
- it will demonstrate existence of organization – wide code of conduct for bidding unethical practices



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14 Penalties:

For failure to implement IP officials will be subject to penal action and Contractors will face cancellation of contract, forfeiture of bond, liquidated damages and blacklisting. Action will not require criminal conviction but be based on "no-contest" after the evidence is made available or there can be no material doubts. Disputes in IP implementation would be resolved by arbitration detailed in IP.

Integrity Pact has to be signed and submitted by the Tenderer along with the filled up Tenders, failing which the Tender is liable to be rejected. Integrity Pacts enclosed in Section-XII

15.Paying Authority:

The payment for the service provided by the contractor and any other payment mentioned in the tender enquiry will be made by "CLTRI".

16.Sub Contracts

The Contractor shall notify the Employer in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Contractor from any of its liability or obligation under the terms and conditions of the contract.

17.Modification of contract

If necessary, the Employer may, by a written order given to the Contractor at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract. In the event of any such modification/alteration causing increase or decrease in the cost of services to be provided, or in the time required by the Contractor to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the Contractor doesn't agree to the adjustment made by the Employer, the Contractor shall convey its views to the Employer within twenty-one days from the date of the Contractor's receipt of the Employer's/Consignee's amendment / modification of the contract.



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SECTION-XIII

Place:

Name:

Seal:

AGREEMENT FOR MANPOWER SUPPLY

This Agreement for Manpower supply is made and entered into at Chengalpattu on the----- day of 2018 between the Director, CLTRI, Chengalpattu.

And

M/s

_____ herein after referred as the Contractor (which expression shall, unless repugnant to the contract, mean and include their successors and nominees) of OTHER PART and herein after represented by _____.

WHEREAS the CLTRI, Chengalpattu vide its letter No. _____ is desirous of entrusting Contractor for Manpower supply. AND WHEREAS _____ has agreed to undertake this work on the terms and conditions as mentioned in the CLTRI, Chengalpattu letter No. _____ dated _____.

NOW IT IS agreed by and between the parties as under: -

1. This Contract for the said manpower services shall be deemed to have come into force on the ----- of the month of _____ of the Year 2018.
2. This Contract shall continue for a period of one year, unless it is curtailed or terminated by the CLTRI owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirements of work.
3. This Contract shall automatically expire after one year, from the commencement of the contract.
4. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency without the prior written consent of the CLTRI, Chengalpattu.



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5. This Contractor will be bound by the details furnished by it to the CLTRI, Chengalpattu, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it are found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
6. The CLTRI, Chengalpattu shall have right to terminate the contract during initial period also after giving a week's notice to the contractor.
7. The Contractor shall ensure that the manpower deployed in CLTRI, Chengalpattu, conforms to the eligibility conditions of age, educational and professional qualifications, language skills and experience prescribed in NIT (Notice Inviting Tenders).
8. The manpower deployed by the Contractor shall be required to work normally as per the Ministry's working days, i.e. from Monday to Friday from 09.00 to 5.30 PM. With a lunch break of ½ hours from 13-00 hrs. to 13-30 hrs.
 - a. The Contractor shall furnish the following documents in respect of the individual personnel of work: List of personnel shortlisted by contractor for deployment in CLTRI, Chengalpattu containing full details i.e date of birth, marital status, address, educational and professional qualification, experience etc.
 - b. Character certificate from a Gazetted Officer of the Central/State Government
 - c. Certificate of verification of antecedents of persons by local police authority
9. In case, the person deployed by the Contractor commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence and Security risks, the Contractor will be liable to take appropriate disciplinary action against such person(s), including their removal from site of work, if required by the CLTRI, Chengalpattu within 2 days of being brought to their notice.
10. The Contractor shall provide identity cards to the personnel deployed in the CLTRI, Chengalpattu carrying the photograph of the personnel and personal information as the name and address.
11. The Contractor shall ensure that any information such as details of offices, operation process technical know-how, Security arrangements and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in the CLTRI, Chengalpattu.
12. The Contractor shall ensure proper conduct of his personnel in office premises and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work etc.



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13. The Person deployed shall be required to report for work at 9.00 am. to the Division/ Officers under whom they are deployed, which will be intimated separately and would leave at 5.30 pm only. In case, person deployed is absent on a particular day or comes late/ Leaves early on three occasions without permission, one day's wage shall be deducted. In case of repetition of such instance, clause 17 will be applicable. The Contractor shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the CLTRI, Chengalpattu so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
14. The Contractor shall immediately provide a substitute in the event of any person leaving the job to his/her personal reasons. The delay by the Contractor in providing substitutes beyond three working days shall attract liquidated Damages @ Rs. 100 per (per such case) on the Contractor besides deduction in payment of pro-rata basis.
15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirement if any, in respect of the persons deployed by it (Contractor). The Director, CLTRI, Chengalpattu will have no liabilities in this regard.
16. For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different labour legislations in respect of persons so employed and deployed in the CLTRI, Chengalpattu. The persons deployed by the Contractor in the CLTRI, Chengalpattu shall have no claim of any Master and Servant relations nor have any principal and agent relationship with or against CLTRI, Chengalpattu.
17. The Contractor shall be solely responsible for the redressal of grievances/ resolutions of disputes relating to the persons deployed. The CLTRI, Chengalpattu shall, in no way, be responsible for settlement of such disputes.
18. The Director, CLTRI, Chengalpattu shall not be responsible for any damage, losses, claims financial or other injury to any person deployed by Contractor in the course of their performing the functions/ duties, or for payment towards any compensation.
19. The persons deployed by the Contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, adhoc, regular/ confirmed employees of the CLTRI, Chengalpattu during the currency or after of the contract.
20. In case of termination of this contract, on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity.



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21. *The Contractor shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc., in respect of the persons deployed by in the CLTRI, Chengalpattu.*
22. The Contractor shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered by it to the Institute to concerned tax collection authorities from time to time, as per extent rules and regulations in the matter.
23. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to the concerned authority of the CLTRI, Chengalpattu or any other authority under law.
24. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Act, 1961, as amended from time to time and a certificate to this effect shall be provided to the Contractor by the CLTRI, Chengalpattu.
25. In case, the Contractor fails to comply with any statutory, taxation liability under appropriated law, and as a result thereof the CLTRI, Chengalpattu is put to any loss/ obligation, monetary or otherwise, the CLTRI, Chengalpattu will be entitled to get itself reimbursed out of the outstanding bills or the Performance SECURITY Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
26. If the Contractor fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
27. The Contractor shall submit a Performance SECURITY Deposit for a sum of Rs. 1,00,000/- (Rupees One Lakh only) within 15 days of the placement of a formal order. The performance Security will be furnished in the form of Bank Guarantee drawn in favour of CLTRI, Chengalpattu or Fixed Deposit Receipt (FDR) from a Nationalized Bank made in the name of Contractor company/firm/Agency but hypothecated to the CLTRI, Chengalpattu. The performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Contractor.
28. In case of breach of any terms and conditions attached to this Contract, the Performance SECURITY Deposit of the Contractor will be liable to be forfeited by the CLTRI, Chengalpattu annulment of the contract.
29. The Contractor shall raise the bill, in triplicate, along with attendance sheet to the CLTRI, Chengalpattu under whom the outsourced personnel have been deployed in the first week of the succeeding month. The CLTRI, Chengalpattu concerned will verify and the bill will be passed for payment. As far as possible the payment will be released by the Second week of the succeeding month.
30. The claims in bills regarding Employees State Insurance, Provident fund and GST etc, should be necessarily accompanied with documentary proof pertaining to the



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concerned month's bill. *A requisite portion of the bill/ whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Authority.*

31. (i) In event of any dispute or difference between the parties here to, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the Sole Arbitrator to be appointed by the Director, CLTRI, Chengalpattu on the recommendation of the Secretary, Department of Legal affairs ('Law Secretary'), Government of India. The provisions of Arbitration and Conciliation Act 1996 (No. 26 of 1996) shall be applicable to the arbitration under this clause. The venue of such arbitration shall be in Chennai and the outcome of arbitration which shall be final and binding on the parties.

(ii) Subject to the provisions of this clause (34), the Courts at Chennai shall have exclusive jurisdiction.

(iii) In consideration to the services thus provided by the Contractor, the CLTRI, Chengalpattu shall pay to the contractor a total sum of ----- per person per month inclusive of EPF, ESI, Service Charges and GST. IN WITNESS WHEREOF the parties have signed the Agreement by putting their hand on the day, month and year mentioned herein above.

First Party

Second Party

Name & Designation

Witness 1

Witness 2



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SECTION-XIV

Declaration about fraud and corrupt practices

We certify that in last two years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We hereby certify we have taken steps to ensure that in conformity with the provisions of section B of Fraud and Corrupt practice of the Terms and Conditions of the documents, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than Security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law of indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to Security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/managers, employees.

Signature:
Name and Designation with Office Seal
of the company providing the Man Power



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SECTION: XV

CERTIFICATE OF MINIMUM WAGES TO BE SUBMITTED BY THE TENDERER

I / We M/s
....., R/o

..... hereby certify that we shall comply with minimum wages Act that are to be paid to the labourers engaged by us vide latest rate as fixed by the Chief Labour Commissioner (C) w.e.f. 01.04.2016. Any dispute arises out of the payment of minimum wages responsibility lies with us only. We also certify that we shall comply with the ESI, EPF, Service Taxes and other mandatory charges regularly as per the existing rules without any fail. It is further certified that the payments to the Stenographer/Office Assistant/Tailor will be made through RTGS/Net Banking and the proof for the same will be submitted along with monthly bill.

Date:

Place:

Name:

Sign:

Designation:

Seal: