



(An Autonomous Institute of the Department of Biotechnology, Government of India)

NCR-Biotech Science Cluster, 3rd Milestone, Faridabad-Gurgaon Expressway, Faridabad-121001
Phone No. +91-129-2876300, Fax No. 2876402, Email: admin@thsti.res.in Website: www.thsti.res.in

TENDER DOCUMENT
FOR
OUTSOURCING OF MANPOWER SERVICES AT
Translational Health Science and Technology Institute,
NCR-Biotech Science Cluster,
3rd Milestone, Faridabad-Gurgaon Expressway, Faridabad-121001

Tender No. THS/6.4.0 dated 21st April 2017

Tender Inviting Authority
Head Administration, THSTI
Fax: +91-129 – 2876402, Tel: +91-129-2876300
E-Mail: admin@thsti.res.in, Visit us at www.thsti.res.in

CONTENTS

Sl No	Title	Page
1	NOTICE INVITING TENDER (NIT)	3-3
2	GUIDELINES TO TENDERERS	4-10
3	CONDITIONS OF CONTRACT	11-17
4	ANNEXURES	18-26
	TOTAL PAGES	26

1. NOTICE INVITING TENDER (NIT)

1.1 On behalf of the Executive Director, THSTI, Faridabad, Haryana, India sealed tenders are invited under two bid system from the experienced agencies for outsourcing of manpower services at THSTI, Faridabad.

1.2 Tender documents may be obtained from the Administrative Officer (P&A), THSTI, Faridabad on payment of non-refundable tender fee of Rs. 500/- by demand draft drawn in favor of 'Translational Health Science and Technology Institute' payable at Gurgaon.

1.3 Sale period of tender document: **21st April 2017 to 12th May 2017 up to 2:00PM** (Except Saturday, Sunday & National Holidays)

1.4 Complete tender document is also available on THSTI website: www.thsti.res.in and CPP portal www.eprocure.gov.in

1.5 The tender documents downloaded by the parties from the website shall be valid for participation in the tender process. Those making use of the tender document downloaded from the website shall have to pay the tender fee of Rs. 500/- in the form of a demand draft to be submitted along with the tender (technical bid). Tender received without the requisite fee shall be considered as invalid.

1.6 Earnest money amounting to Rs. 3,00,000/- by demand draft in favor of '**Translational Health Science and Technology Institute**' payable at **Faridabad** shall be submitted along with the tender (technical bid) in a **separate envelope**.

1.7 Tenders received without EMD/inadequate EMD shall be summarily rejected.

1.8 The complete tender including the Technical Bid and Financial Bid shall be submitted to THSTI, Faridabad on or before 2:00 PM on **12th May 2017** in the tender box available at THSTI. The technical bids shall be opened at THSTI on the same day at 3:00 PM in the presence of tenderers or their authorized representatives present at the time of tender opening.

1.9 The financial bid of only those firms/companies which qualify in the technical scrutiny shall be opened at the time and date to be notified.

1.10 THSTI reserves the right to accept or reject any or all the tenders without assigning any reason.

**Head Administration
THSTI, Faridabad**

2. GUIDELINES TO TENDERERS

2.1 DEFINITIONS

2.1.1 The “THSTI” means Translational Health Science and Technology Institute, Faridabad.

2.1.2 “Bidder” means the firm or company which participates in this tender and submits its bid.

2.1.3 The “Manpower” means supply of various types of manpower (Medical, Technical, Administrative, Accounts etc.) which the contractor is required to provide for the THSTI under the contract.

2.1.4 “Letter of intent” means the communication of the intention of the THSTI to the bidder for the award of work read with bid documents.

2.1.5 “Work order” means the order placed after issue of letter of intent by THSTI to the contractor signed by THSTI including all attachments thereto and all documents incorporated by reference therein. It, along with the letter of intent and bid documents, constitutes the contract.

2.2 ELIGIBILITY CRITERIA

2.2.1 **The agency should be registered as Private/Public Limited Company under the Indian Companies Act 1956** with experience of having successfully providing manpower services (Medical, Technical, Administrative, Accounts etc.) in Government, Autonomous bodies, PSUs and reputed private companies during the last five years: -

- Three similar completed works each costing not less than Rs. 60.00 lakh per year or
- Two similar completed works each costing not less than Rs. 72.00 lakh per year or
- One similar completed work costing not less than Rs. 96.00 lakh per year.

2.2.2 The annual turnover of the company must not be less than Rs. 36.00 lakh during last three financial years.

2.2.3 Should be registered with Income Tax, Service tax, ESI, PF department and other statutory bodies as per the requirement of the contract.

2.2.4 Should produce solvency certificate from Nationalized / Scheduled Bank of minimum of Rs.48 Lakh. This should not be more than six months old.

2.2.5 The bidder should not have been black listed by any government organization during the last five years. An undertaking in this regard shall be submitted in this regard along with the Technical Bid.

2.3 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The bidder shall bear all costs associated with the preparation and submission of the bid. THSTI in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

2.4 CONTENTS OF BID DOCUMENT

- Notice Inviting Tender (NIT)
- Guidelines to Tenderers
- Conditions of Contract
- Annexures

2.5 AMENDMENT TO BID DOCUMENT

The prospective bidders are required to keep a watch on THSTI website for any amendment to the tender document or to clarify to the queries raised by the bidders till 07 (seven) days prior to the opening of the tender. THSTI reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, THSTI, at its discretion, may extend the deadline for the submission of bids.

2.6 EARNEST MONEY DEPOSIT (EMD)

2.6.1 The bidder shall submit EMD amount as mentioned in the NIT. The EMD shall be in the form of demand draft from a nationalized / scheduled bank in favor of 'Translational Health Science and Technology Institute' payable at Faridabad.

2.6.2 The bid not secured in accordance with the above shall be rejected by THSTI as non-responsive.

2.6.3 The EMD of the unsuccessful bidder will be returned by the THSTI within 30 days of the award of contract.

2.6.4 The successful bidder's EMD will be discharged upon the bidder's submission of Security deposit

2.6.5 The EMD may be forfeited under the following circumstances: -

- a. If a bidder withdraws its bid during the period of bid validity.
- b. If the bidder fails to submit the required security deposit within the time prescribed.
- c. If the bidder fails to supply the manpower as required by THSTI.

2.6.6 No interest is payable on EMD.

2.6.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.7 PREPARATION OF BIDS

2.7.1 DOCUMENTS COMPRISING THE BID

The bid is required to be submitted in **two parts**. One part is the Technical Bid and the other part is the Financial Bid.

- Technical Bid format is in Annexure - 1.
- Financial Bid format is in Annexure - 2.

2.7.2 CHECK LIST OF DOCUMENTS REQUIRED FOR TECHNICAL SCRUTINY

The list of documents required to be enclosed with technical bid to become eligible to be considered for technical scrutiny:

- i. Demand draft of Rs. 500/- drawn in favor of 'Translational Health Science and Technology Institute' payable at Faridabad in case the tender document is downloaded from THSTI's website.
- ii. Demand draft of Earnest Money Deposit (EMD) of Rs 3,00,000/- .
- iii. Details of successfully executed similar work along with work order copies as mentioned in NIT.
- iv. A copy of registration certificate with Income Tax, Service tax, ESI, PF and other statutory bodies as per the requirement of the contract.
- v. Duly filled in and signed acceptance certificate, as per **Annexure - 3**.
- vi. Solvency Certificate from Nationalized/Scheduled Bank of minimum of Rs. 48, 00,000/-. This should not be more than six months old.
- vii. Complete copy of tender document duly signed / stamped on all pages.
- viii. Details of company setup and establishment. Copy of Certificate of Incorporation of the company.
- ix. List of current clients for whom similar works are executed citing the no. of employees employed by the contractor. (Attach documentary proof).
- x. Performance certificates from clients for successfully executing similar works.
- xi. Audited financial statement including profit and loss account and balance sheet for last successive three years ending 31.03.2016.
- xii. An undertaking that the bidder has not been black listed by any government organization during the last five years.

Note: The Bidder who provides the above documents and fulfill the minimum requirements will technically qualify subject to the submission of a satisfactory report by our inspection committee after site inspection, if required.

2.8 FINANCIAL BID

The bidders are required to quote only service charge on percentage basis on total billing amount before service tax. The Service charge quoted by the

bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause will be treated as non-responsive and may get rejected. Further, in case 'Nil' agency commission is quoted by any bidder is liable to rejected and will not be consider for award of the contract. The format of the Financial Bid is given at Annexure-2.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by THSTI as non-responsive. In exceptional circumstances, THSTI may request the consent of the bidder for an extension to the period of bid validity. A bidder accepting the request and granting extension will not be permitted to modify their bids.

2.10 FORMAT AND SIGNING OF BID

2.10.1 The Bidder shall submit the bids in two separate envelops. One envelop shall contain techno commercial un-priced bid and the other shall contain the price bid (financial).

2.10.2 The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

2.10.3 Any interlineations, erasures or overwriting shall be valid only if the person or persons sign that part of the bid document with the initials.

2.11 SEALING AND MARKING OF BIDS

The bidder shall seal the Technical Bid and the Financial Bid in two separate envelops duly marked as "Technical Bid" and "Financial Bid" respectively. Both the envelops shall then be sealed in one outer (main) envelope.

2.12 THE INNER AND OUTER ENVELOPES

2.12.1 Please send the main envelope (containing both the bids) at the following address:

**Head - Administration,
Translational Health Science and Technology Institute
NCR-Biotech Science Cluster,
3rd Milestone, Faridabad-Gurgaon Expressway,
Faridabad-121001**

2.12.2 It should bear the NIT No. / Last date for submission of tender / Date of opening of tender / Bidder's name & address and a statement.

2.12.3 If the outer envelope is not sealed and marked, THSTI will assume no responsibility for the bid's misplacement or premature opening.

2.12.4 Bids submitted through Fax or e-mail will be rejected.

2.13 DEADLINE FOR SUBMISSION OF BIDS

2.13.1 Bids must be received by THSTI not later than the time and date specified in the invitation for bids. In the event of the specified date for the submission of bids being declared a holiday for the THSTI, the bids will be received upto the appointed time on the next working day.

2.13.2 THSTI may, at its discretion, extend this deadline for submission of bids by amending the bid documents.

2.14 LATE BIDS

Any bid received by THSTI after the deadline for submission of bids prescribed by the THSTI will be rejected and/or returned to the bidder.

2.15 MODIFICATION AND WITHDRAWAL OF BIDS

2.15.1 The bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by THSTI prior to the deadline prescribed for submission of bids.

2.15.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to the specified address of THSTI. A withdrawal notice may also be sent by telex or cable or fax or email but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

2.15.3 No bid can be modified subsequent to the deadline for submission of bids.

2.15.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its EMD.

2.16 OPENING OF BIDS BY THSTI

2.16.1 THSTI will open all Technical Bids in the presence of bidders' representatives who choose to attend, as per the schedule given.

2.16.2 The bidders' representatives who will be present shall sign the tender opening sheet evidencing their attendance.

2.17 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, THSTI may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be by email and no change in the price substance of the bid shall be sought, offered or permitted. However no post bid clarifications at the initiative of the bidder shall be entertained.

2.18 PRELIMINARY EXAMINATION

2.18.1 THSTI will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

2.18.2 THSTI may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any bidder.

2.18.3 Prior to the detailed evaluation, THSTI will determine the substantial responsiveness of each bid to the tender document. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bid document without material deviations.

2.18.4 After downloading, the language of standard clauses etc. mentioned in this 'Tender Document' should not be tempered with/ changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.

2.19 EVALUATION OF TENDERS

2.19.1 THSTI shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. THSTI shall carry out detailed evaluation of the substantially responsive bids. THSTI shall also check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.19.2 A bid determined as substantially non-responsive shall be rejected by THSTI.

2.19.3 THSTI may waive any minor informal omission or non-conformity or irregularity in the bid which does not constitute a material deviation.

2.19.4 THSTI shall evaluate in detail and compare the bids which are substantially responsive.

2.19.5 THSTI shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.20 CONTACTING THSTI

Any effort by a bidder to influence THSTI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid.

2.21 CREDIBILITY OF THE BIDDERS

Evidence regarding credibility of stable performance and maintenance service capability must be provided. THSTI reserves the right to make judgment on this score and reject bids that, in the THSTI's view, do not carry sufficient credibility for performance and/or service.

2.22 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

THSTI does not bind itself to accept the lowest or any other tender bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder due to action of THSTI.

2.23 NOTIFICATION OF SUCCESSFUL BIDDER

2.23.1 Prior to the expiration of the bid period, THSTI will notify the successful bidder in writing by email / letter / fax, to be confirmed in writing by registered letter that its bid has been accepted.

2.23.2 Upon successful bidder furnishing of security deposit, the EMD of successful bidder will be discharged.

2.24 ISSUE OF LETTER OF INTENT

2.24.1 The issue of letter of intent shall constitute the intention of the THSTI to place the work order with the successful bidder.

2.24.2 The bidder shall within 5 days of issue of letter of intent should give his acceptance along with security deposit or bank guarantee (mentioned in NIT) if any in conformity with the bid documents.

2.24.3 The bidder shall also have to sign an indemnity bond in the prescribed format to safeguard the interests of THSTI.

2.25 CANCELLATIONS ON LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Security deposit in time shall constitute sufficient grounds for the cancellation of the acceptance of bid and forfeiture of the EMD, in which case THSTI may make the offer to any other bidder at the discretion of THSTI or call for new bids.

2.26 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained.

CONDITIONS OF CONTRACT

3.1 PLACE WHERE MANPOWER TO BE DEPLOYED.

Translational Health Science and Technology Institute, Faridabad or any of its centers located in NCR.

3.2 SCOPE OF WORK FOR MANPOWER

The scope of work shall cover daily operation and all routine / specialized work in various centers / departments of THSTI as directed from time to time by the concerned supervisory officials.

3.3 PAYMENT TERMS

3.3.1 Generally payment shall be made on monthly basis within 30 working days after submission of bills with necessary enclosures. However in case of delay in any particular month due to valid reasons, the contractor should ensure the payment to its employees in time. The contractor should ensure that payment to its employees deployed at THSTI is made by 4th of every month, without linking to payment receivable from THSTI.

3.3.2 The payment shall only be released on confirmation of disbursement of wages to its employees deployed at THSTI on or before 4th of every month with salary slip as per **Annexure-4**. The contractor should make payment to employees posted at THSTI through direct transfer to their respective bank accounts.

3.3.3 The contractor will have to enclose the following along with the invoice:

- Acknowledgement of receipt of wages by employees duly indicating the earnings, deductions towards PF and ESI.
- Copies of deposit challans of PF, ESI, Service Tax or any other tax levied by Government of previous month. THSTI may ask the contractor for producing the originals of any document for verification.
- Bank statement showing debits from Contractor's bank account towards payment of wages to its employees posted at THSTI.

3.4 PERIOD OF CONTRACT

The contract shall be initially for a period of one year. However, THSTI at its discretion may extend the contract for a further period as per terms & conditions of contract on the same rate.

3.5 PRE-BID INSPECTION / SURVEY

The bidder may visit THSTI to have an understanding of the requirement, during working hours of the Institute.

3.6 WORKING HOURS

The employees of the contractor would work 6 days a week except Sundays and other gazetted holidays from 9:00 AM - -5:30 PM including lunchtime. However, THSTI may stagger the working hours or direct the employees to work on Sunday / holidays duly granting them compensatory-off. In the case of clinical staff, the timings will depend upon the requirement of the hospitals to which they are attached.

3.7 DEPLOYMENT OF STAFF

3.7.1 The contractor shall recruit / deploy / depute trained, qualified and experienced personnel as per the requirement of THSTI as specified in **Annexure-5**, which may increase or decrease as per the requirement of THSTI.

3.7.2 The employees of the contractor have to work as per the directives / instructions given to the contractor / employees in this regard. The contractor has to ensure these are strictly adhered to.

3.7.3 The manpower proposed to be deployed by the contractor shall be subject to ascertaining their antecedents and checking suitability of their skills. Before deploying a person in THSTI, the contractor shall furnish complete particulars and obtain written approval of the designated officer of THSTI.

3.7.4 The contractor shall be fully responsible for any kind of accident / mishap to their staff and any loss caused to THSTI while at work in THSTI premises or elsewhere.

3.7.5 The contractor shall be responsible for the good conduct and behavior of the employees of the contractor. If any of the employees of the contractor is found misbehaving, the contractor on receipt of instructions of the designated officer of THSTI shall replace such employees immediately.

3.7.6 No person below the age of 18 (eighteen) years shall be employed at THSTI.

3.7.7 The contractor shall pay its employees' wages as agreed to by THSTI duly ensuring that all the relevant legislations are scrupulously followed. The salary shall be credited to their bank account directly through electronic transfer.

3.7.8 On the last day of every month, THSTI will forward the attendance particulars of the employees deployed at THSTI, so that their wages are disbursed on or before the 4th of the following month.

3.7.9 All the employees of the contractor will have to be covered under insurance against any personal accident by the contractor and THSTI will not be liable for payment of any compensation on that account.

3.7.10 If any claim arises from any of the employees of contractor deployed at THSTI, such claims are to be dealt with solely by the contractor on its own and at its cost. THSTI shall not be responsible or does not have any obligation either for dealing such claims or for the cost of dealing or setting such claims.

3.7.11 All the persons deployed by the Contractor at THSTI site will have to carry identity cards. Contractor shall also submit the bio-data of the employees

to be deployed by them. Any negligence/offence on their part will attract immediate removal from site.

3.7.12 Manpower deployed by the contractor at THSTI for carrying out contracted works is strictly prohibited from being associated with any other works in the campus.

3.7.13 The contractor shall issue identity card to all of its employees within 15 days from the date of signing the contract failing, which a suitable penalty (Rs. 200/- minimum) may be imposed by competent authority.

3.8 DAMAGE CAUSED TO INSTITUTION

In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the contractor, the contractor shall be responsible to compensate the loss. Decision of the designated officer of THSTI shall be final & binding on the contractor.

3.9 LABOUR LAWS

The contractor shall solely responsible to ensure that all the provisions of labor legislations are complied with regard to its employees deployed at THSTI. THSTI will not be a party at any stage in any of the contraventions relating to the above. In case, any liability arises due to non-compliance by the contractor, THSTI shall not be liable for the same. In case THSTI is made liable to pay any compensation to the employees of the contractor due to default on contractor's part, the same shall be recovered from any bills due or against any amount payable to the contractor.

3.10 STATUTORY OBLIGATION

The contractor is required to deposit a valid license from the competent authority under the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 within 30 days of the date of the award of the contract. In case of failure to obtain license will result in termination of contract.

3.11 SECURITY CONSIDERATION

The persons deployed by the contractor should not have any police record/criminal cases against them. The contractor should make adequate enquiries about the persons deployed by him

3.12 TERMINATION OF CONTRACT

The designated officer of THSTI reserves the right to terminate the contract with an advance notice of one month without assigning any reason. The contract can also be terminated at the request of contractor, with an advance notice of three month falling, which, the contractor is liable to pay liquidated damages besides forfeiture of security deposit.

3.13 FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God/any kind of natural calamity (herein after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist. In case of any dispute, the decision of THSTI, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract.

3.14 GENERAL LINE

Whenever under this contract any sum of money is recoverable from and payable by the contractor, THSTI shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the contractor, if a security is taken from the contractor. In the event of the security being insufficient or if no security has been taken from the contractor, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the contractor or which at any time thereafter may become due to the contractor under this or any other contract with THSTI. If this sum is not sufficient to cover the full amount recoverable, the contractor shall pay THSTI on demand the remaining balance due.

3.15 SUB-CONTRACTING

The bidder cannot assign or transfer and sub-contract its interest / obligations under the contract without prior written permission of THSTI.

3.16 ARBITRATION

3.16.1 In the event of any dispute arising between THSTI and the contractor in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to Executive Director, THSTI who may himself act as sole arbitrator or may name a sole arbitrator, an officer of THSTI notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act shall apply to such arbitration. The contractor expressly agrees that the arbitration proceedings shall be held at

THSTI Faridabad and the decision given by the Executive Director shall be binding on both the parties.

3.16.2 In case any contractor wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Faridabad shall have the jurisdiction.

3.17 RESOLUTION OF DISPUTE

3.17.1 If any dispute arises between the parties hereto during the subsistence or thereafter in connection with the validity, interpretation, implementation, breach of any provision of the contract or regarding a question, including the questions as to whether the termination of the contract by one party hereto has been legitimate, both parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts which shall continue for not less than 30 days, gives 15 days' notice thereof to the other party in writing.

3.17.2 The place of the arbitration shall be THSTI, Faridabad.

3.17.3 The arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

3.17.4 The proceedings of arbitration shall be in English language.

3.18 TERMINATION FOR DEFAULT

3.18.1 THSTI may, without prejudice to any other remedy for breach of contract, shall send a notice to the contractor to terminate this contract in whole or in part under the following circumstances:

- If the contractor fails to deliver any or all the services mentioned in the contract, or any extension thereof granted by THSTI.
- If the contractor fails to perform any other obligations under the contract.
- If the contractor, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as THSTI may authorize in writing) after receipt of the default notice from THSTI.

3.18.2 In the event THSTI terminates the contract in whole or in part pursuant to above para THSTI may hire the contractor at the risk and cost of working contractor under contract as THSTI deems appropriate. However the contractor shall continue the performance of the contract to the extent not terminated.

3.19 RIGHT TO BLACK LIST

THSTI reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

3.20 GENERAL TERMS & CONDITIONS

3.20.1 The employee shall be governed by the usual office secrecy rules and regulations and will not disclose to any unauthorized person any information/data that he/she may have by virtue of his/her position in the office / centre. This is also applicable after leaving the institute.

3.20.2 The contractor shall maintain muster roll, wage register, register of deductions, register of overtime and other required registers at its own cost.

3.20.3 The department will make appropriate deductions as per Income Tax Act and other relevant rules / Act.

3.20.4 The employees deployed by the contractor shall have no right to claim or have employment or otherwise seek absorption in THSTI nor shall they have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of THSTI. The contractor's employees will remain the employees of the contractor and this should be the sole responsibility of the contractor to inform and clarify it to its employees before deputing them on work at THSTI.

3.20.5 Notwithstanding the above provision, if any of the contractor's employees prefer claim for employment with THSTI, the contractor shall, at its own cost, deal with such claim and settle such claims without any obligation on the part of THSTI regarding such claims or settlements thereof.

3.21 PENALTY

3.21.1 In case the contractor does not disburse the wages to its employees on or before 4th of every month, the contractor will be penalized with an amount of Rs. 1000/- per day per employee. The penalty by THSTI will no way dilute the contractor of its responsibility and liability under the relevant labour laws. The contractor shall be solely liable for consequences initiated by any other statutory authority.

3.21.2 In case of dishonoring of cheque by the bank for want of funds etc. issued to the employees by the contractor, a penalty will be invoked at the rate of Rs.500/- per dishonored cheque in addition to the penalty mentioned at para-3.21.1.

3.21.3 The contractor and the employees of the contractor shall be penalized for any type of misconduct on the part of contractor/ its employee/s with an amount of Rs. Rs. 500/- per instant or more as deemed fit by the designated officer of THSTI.

3.22 SECURITY DEPOSIT

The successful bidder shall submit a performance bank guarantee of Rs. 10,00,000/- as security deposit within 10 days from the date of issue of letter of intent. The performance bank guaranty shall remain valid for a period of 15 months from the date of issue of letter of intent. In case the bidder fails to

submit the performance bank guarantee within the given time, the EMD amount will be forfeited and the contract will be terminated.
Also, the performance bank guarantee will be forfeited in case of any future breach of the contract.

3. ANNEXURES

TECHNICAL BID**QUESTIONNAIRE TO BE FILLED UP BY THE COMPANY APPLYING FOR
TENDER FOR PROVIDING MANPOWER SERVICES AT THSTI**

1.	Name and address of the Company	_____ _____ _____ Contact No. _____ Email ID. _____
2.	Status of Bidder including partners (Attach Certificate of incorporation)	
3.	Bio-Data of key top Official (please attach)	
4.	Financial Status of Bidder and/or his Associates including Annual Report of past 3 years with ROC (Registration of Companies) receipts duly authenticated by Chartered Accountant. (Attach documentary Proof)	
5.	Current list of clients with no. of personnel working in site (Attach documentary Proof)	
6.	Name of Contractor's 2 largest clients, to whom Contractor provides similar services. (attach documentary evidence)	
7.	Name and address of Contractor's bankers and provide a Solvency Certificate from the Bank for an amount of Rs. 48, 00,000/-. This should not more than six months old (Attach documentary Proof)	
8.	ESI Registration No. (Attach a copy of the Registration Certificate)	
9.	PF Registration No. (Attach a copy of the PF Registration letter)	
10.	Income Tax Permanent Account	

	No. (Attach documentary Proof)	
11.	Details of EMD / Bank Draft No. Date of Draft, Bank Name	
12.	Any other documentary evidence in respect of the eligibility criteria mentioned in the NIT	

SIGNATURE OF THE BIDDER :

NAME OF BIDDER :

SEAL OF BIDDER :

DATE & PLACE: :

ANNEXURE - 2

FINANCIAL BID

PRICE SCHEDULE (The tenders will be evaluated on the service charge levied on the billing amount.)

The following is to be filled up without any cutting/overwriting/ inking/ erasing etc.

1. Contractor's service charges will be @ _____percentage on the billing amount.

Billing amount = Gross monthly payment made to employees posted at THSTI on the basis of monthly attendance and as per the consolidated wages fixed by the authorized officer of THSTI.

SIGNATURE OF THE BIDDER :

NAME OF BIDDER :

SEAL OF BIDDER :

DATE & PLACE: :

ANNEXURE - 3

ACCEPTANCE CERTIFICATE

I..... (Designation).....
of (Name of the Company)
.....hereby accept the Terms & Conditions as
mentioned in the tender document of THSTI for manpower services.

SIGNATURE OF THE BIDDER :

NAME OF BIDDER :

SEAL OF BIDDER :

DATE & PLACE: :

**PERFORMA OF MONTHLY SALARY SLIP TO BE ISSUED BY CONTRACTOR
TO ITS EMPLOYEES**

Pay Slip for the month of	
Employee Number	
Name of the Employee	
Designation	
ESI Number	
PF No.	
Bank Account Number	
Monthly wages	
Deductions towards ESI	
Deductions towards PF	
Total Deductions	
Net Pay in Hand	
Any other details	

**THE DETAILS OF CATEGORIES OF MANPOWER REQUIRED AND
MINIMUM QUALIFICATION ARE GIVEN BELOW:**

S. No.	Categories	Minimum Qualification
i.	Office Attendant	10 th Pass
ii.	Lab Attendant	10 th Pass
iii.	Cook	10 th Pass
iv.	Helper to Cook	8 th Pass
v.	Clerical Assistants	Graduate with good knowledge of English, Typing and Computer
vi.	Computer Operator	Graduate with one year Diploma in Computer Applications / BCA / B.Sc (Computer Science)
vii.	Technical Assistant	12 th with Diploma / B Tech / ITI / Act-apprentice
viii.	Lab Technician	10 th / 12 th with DMLT
ix.	Driver	10 th pass with commercial Driving License for LMVs
x.	Supervisor	10 th with working knowledge of English
xi.	Nursing Assistant	B.Sc (Nursing) / 12 th with Diploma in Nursing
xii.	Clinical Associate	MBBS / MD
xiii.	Clinical Technician	Class 10 with 3 yrs. experience in a laboratory/Class 12 with 1 year experience and Diploma in MLT
xiv.	Field Technician	Class 10 with 3 yrs. experience in a laboratory/Class 12 with 1 year experience and Diploma in MLT
xv.	Field Worker	Graduate from recognized university or Equivalent 1 year experience in field work
xvi.	Data Entry Operator	Degree of recognized university or Equivalent 1 year diploma in Computer with 1 year experience
xvii.	Project Coordinator	Postgraduate diploma / degree in business / hospital administration with at least one year experience in hospital / health sector /

		projects related to clinical research (preference will be given to applicants with post-graduation in life sciences) OR MBBS with at least one year experience of working in projects related to clinical research
--	--	--

NOTE:

1. Type of manpower with different designation, qualification and wages may be added by THSTI.
2. For all the above posts, working knowledge of Hindi and English is a pre-requisite.
3. The consolidated emoluments shall be fixed for each outsourced employee based on their qualification, number of years of relevant experience, etc. and they may be eligible for appropriate increase in their consolidated emoluments every year to neutralize the increase in the consumer price index. However, the outsourced employees can not claim any employment in THSTI and hence can not demand any bonus or benefits available to employees of this institute.

INDEMNITY BOND

This Indemnity Bond is made by M/s. _____
_____ through its authorized representative Shri
_____ S/o Shri _____ R/o
_____ in favour of
THSTI at Faridabad, Haryana.

And whereas the executant have been awarded the tender for supply of various type of manpower at Translational Health Science and Technology Institute, Faridabad.

And whereas for the purpose of deployment of manpower in various sections of THSTI is sanctioned by THSTI, as manpower supply contract, till the completion of the period.

And whereas all the expenditure shall be borne by M/s. _____ and shall be paid by THSTI on verification of bill submitted by contractor.

And whereas M/s. _____ shall pay the salary to its employees as per the structure agreed by THSTI.

And whereas M/s. _____ indemnify to THSTI, against all the risks, losses, claims, damages, on account of supply of manpower.

And whereas the executant shall abide by all the rules-regulations and directions of THSTI.

In witness whereof this Indemnity Bond is made at _____ on _____, by the Executant in the presence of the following witnesses.

Witnesses:

1. EXECUTANT
- 2.