**TENDER NOTICE**

Tata Memorial Centre invites sealed tenders from reputed agencies for Outsourcing of manpower services under Technical & Non-Technical Category on contract basis at Homi Bhabha Cancer Hospital/ Mahamana Pandit Madan Mohan Malviya Cancer Centre, Varanasi, UP and Homi Bhabha Cancer Hospital & Research Centre, Muzaffarpur



( Units of TATA MEMORIAL CENTRE)

AN AUTONOMOUS BODY UNDER DEPARTMENT OF ATOMIC ENERGY,

GOVT. OF INDIA

 Date of Issue : 12.04.2023

 Last Date for Submission : 03.05.2023 at 14:00 hrs

 Pre-Bid Meeting : 26.04.2023 at 15:00 hrs onwards

 Technical Bid opening : 03.05.2023 at 15:00 hrs onwards

TATA MEMORIAL CENTRE

Homi Bhabha Cancer Hospital & Mahamana Pandit Madan Mohan Malviya Cancer Centre, Varanasi, UP

**SHORT TENDER NOTICE**

**( T. N. NO. HBCH/MPMMCC/HRD/TENDER/Technical & Non-Technical/2023/01 Dated 12.04.2023)**

Tata Memorial Centre (TMC) intends to hire Manpower Services for Technical and Non-Technical (Semi-skilled, Skilled & Highly Skilled category) for Homi Bhabha Cancer Hospital & Mahamana Pandit Madan Mohan Malviya Cancer Centre, Varanasi, UP and Homi Bhabha Cancer Hospital & Research Centre, Muzaffarpur on contract basis through manpower service provider firms to provide their services / manpower.

1. Sealed tenders are invited from eligible firms / contractors / agencies on terms and conditions mentioned in Tender Document made available on TMC website <http://tmc.gov.in>. The bidder should pay Tender Processing Fee and EMD amount as mentioned.
2. Selection of Bidder will be strictly on the basis of fulfillment of the ‘Eligibility Criteria’.
3. Other Terms and Conditions are displayed on the website. Right to accept or reject or cancel any tender or relax any part of the tender offer without assigning any reason there for, is reserved by TMC.

Dy.AO ( Admin. /HRD)

For Homi Bhabha Cancer Hospital & MPMMCC,

Varanasi

TATA MEMORIAL CENTRE

**SHORT TENDER NOTICE - T. N. NO. TMH/HRD/TENDER/VNS/2023/01 Dated 12.04.2023**

**CRITICAL DATE SHEET**

|  |  |  |
| --- | --- | --- |
| Sr.No. | DETAILS | DATES / AMOUNT |
| 1. | Tender Publication  | 12.04.2023 |
| 2. | Last date & time for Submission of Bid | 03.05.2023 at 14:00 hrs |
| 3. | Opening of Technical Bids | 03.05.2023 at 15:00 hrs |
| 4. | Estimated Cost for Two years | For HBCH/ MPMMCC Varanasi – 39.96 CroreFor HBCH & RC, Muzaffarpur – 13.30 Crore**Total:-** **Rs. 53.26 Crore [Rupees Fifty-Three Crore Twenty Six Lakh(s)]** |
| 5. | EMD | 1,06,52000.00 (Rupees One Crore Six Lakh(s) Fifty-Two thousand only) |
| 6. | Validity | Bids shall remain valid for 180 days from the date of Tender opening. |
| 7. | Address forCommunication andcontact details | TATA MEMORIAL CENTREHomi Bhabha Cancer Hospital & Mahamana PanditMadan Mohan Malviya Cancer Centre, Varanasi, UP Tel.No. 05422517699 Extn. 1129E-mail: hrd@mpmmcc.tmc.gov.in  |

Any corrigendum/ addendum to this tender will be published only on the institute website (www.tmc.gov.in).

DY.AO (HRD)

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1. **Introduction:**

 Tata Memorial Centre (TMC) is an autonomous body under the administrative control of Department of Atomic Energy, Govt. of India.

1. **Requirement:**

Sealed tenders in the prescribed format are invited from the agencies having minimum Five years’ experience in the similar area for which bid is submitted in providing manpower on contract basis. The Agency will be hired initially for a period of **two** years with a probation of 3 months from the date of award of contract which is extendable at the discretion of Director, HBCH/MPMMCC after expiry of contract on mutually agreed terms and conditions, subject to satisfactory performance of the agency. However, TMC or its representative has the right to review the performance of the Agency at regular intervals. TMC may also cancel the existing contract and call for fresh bid any time, if deemed necessary. The selected agency shall be asked to provide required manpower. Details of qualification, no. of manpower required etc. shall be as per **Annexure – I.**

1. **Scope:**

Under this contract the Agency has to provide required manpower as per Annexure-I for the Technical & Non-Technical support related activities. The no. of manpower mentioned is only indicative and it can be increased or decreased as per the requirement of the organization. Some activities may require round the clock assistance.

1. **Minimum Eligibility Criteria:**

 The following shall be minimum eligibility criteria for selection of bidders technically.

1. **Legal Valid Entity:** The Bidder shall necessarily be a legal entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or a Partnership firm or Proprietorship firm or a society registered under Society registration Act. Bidder in the form of JV/Consortium is not permitted.
2. **Registration:** The Bidder should also be registered~~/~~comply with various statutory compliances.
3. **Experience :**The Bidder should have five years experience in last seven years providing services involving Manpower in work in reputed. However, preference will be given to Agencies who have experience in Hospitals as **Annexure IV**.
4. **Turn over:** The agency should have a minimum turnover of Rs. 21,30,40,000.00 [Twenty-One crore Thirty Lakh(s) Forty- Thousand] per annum for the last three years 2019-2020, 2020-2021 & 2021-2022 duly certified by Chartered Accountant.

* 1. **Documents supporting the Minimum Technical Eligibility Criteria:**
1. Registration under the shops and Establishment Act/ Companies Act/Society Act/SSI
2. PAN and TAN no.
3. Goods and Service Tax registration no.
4. Registration no. EPFO
5. Registration no. ESIC
6. IT returns 03 years( latest)
7. Audited balance sheet 03 years( latest)
8. Bidder should have Minimum 05 years relevant experience in reputed Institution /Organizations/PSU’s/Government Organizations.
9. Labour License (minimum 100 for any other site)
10. Bank Solvency certificate [Rupees Ten Crore]
11. EMD/Security Deposit/Bank Guarantee not forfeited certificate as per Annexure – V.
12. An undertaking (self-certificate) on a stamp paper that the bidder hasn’t been blacklisted by a central/any state Government institution and there has been no litigation with any Government department on account of similar services is to be submitted.
13. The bidder shall submit “Financial Bid form” as per Annexure – VIII. For the bids to be considered, the Bidders are requested to furnish documents for each of the above clauses. The tender bid must be submitted containing an index of page numbers where the above information is furnished.
14. Undertaking for Payment of Wages on time as per Annexure IX

A committee can also be constituted for visiting the different sites of bidders to asses their capacity and capability, if required.

Note:- Bidders must attach copy of valid certificate of the above documents along with tender document

1. **Bidding Process:**

The Bidder is expected to read / examine all instructions, forms, terms, conditions and specifications in the Tender Documents. Failure to furnish information required as per the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder’s risk and may result in rejection of its tender offer.

* 1. **Submission of Tender**
1. The tender should be submitted under **Two bid system**, i.e. Technical Bid and Financial Bid. Both the ‘Technical Bid’ & ‘Financial Bid’ should be kept in two separate sealed envelopes and both these envelopes should be put again in a single sealed envelope super-scribed “Tender for supply of manpower for Homi Bhabha Cancer Hospital/ Mahamana Madan Mohan Malviya Cancer Centre , Varanasi and Homi Bhabha Cancer Hospital & Research Centre, Muzaffarpur addressed to Director, Mahamana Pandit Madan Mohan Cancer Centre, Varanasi, and it should be submitted to HRD Office, 01st floor, Mahamana Pandit Madan Mohan Malviya Cancer Centre, Sunderbagiya, Benaras Hindu University, Varanasi, Uttar Pradesh - 221005 on or before 03.05.2023 upto 14.00 hours.
2. The Tender Fee- nil.
	* 1. **Earnest Money Deposit**

Bidders are required to deposit EMD amount (refundable) which will not bear any interest. The bid security may be submitted in the form of Account Payee Demand Draft, Fixed Deposit Receipts, Banker’s Cheque or Bank Guarantee from any of the Commercial Banks or Payment online in an acceptable form. The Demand Draft / Pay Order drawn in favor of ‘**’Mahamana Pandit Madan Mohan Malviya Cancer Centre’’, payable at Varanasi** only. **The D.D. / Pay Order or** original TMC receiptmust be attached along with the Technical Bid, failing which their bids will not be considered valid. Cheque will not be accepted. No offer will be accepted unless full amount of E.M.D. is paid. Offers, submitted without EMD, will be rejected. EMD of the unsuccessful Bidders will be returned after the finalization of the contract. EMD of the successful Bidders will be returned on executing the Contract and furnishing the Security Deposit or EMD will be adjusted against Security Deposit. Exemption from submission of EMD will be given as per Govt of India guidelines for MSME subject to submission of valid documentary proof etc.

1. The EMD / Bid Security will be forfeited:
* If a Bidder withdraws its tender during the period of bid validity or
* In case of successful Bidder, if the Bidder fails
1. to execute the agreement / contract within 15 days from the date of the issue of the work order.

ii) to submit Security Deposit as specified in the terms and conditions.

* + 1. **Tender Fees:**

Tender fee :- Nil

**5.1.3 Technical Bid**

The Technical Bid shall contain the following documents:

i) Documents Establishing Bidder’s Eligibility.

ii) The technical details as required of this tender document.

iii) A letter of acceptance of terms and conditions of the tender.

iv) Technical compliance statement.

v) Check list with compliance report.

**5.1.4 Financial Bid:**

The Financial Bid shall contain the following:

i) Bidders shall strictly submit Financial Bid form as per **Annexure – VIII.**

ii) The Financial bid must be filled in completely, without any errors, erasures or alterations and shall be shown in detail including agency charges and applicable taxes and any other charges, if any. Corrections must be dully attested by the tenderers.

iii)The Financial Bid must contain the rate of Agency’s service charges.

 The Financial Bids of only successful bidders, who have been found technically qualified, will be opened at a later date and those will be intimated separately before opening those technically qualified agencies by mail. So agencies are requested to give correct e-mail ID and contact phone/fax numbers. TMC is not responsible for non-delivery of mails due to wrong address given by them or offers received after the scheduled due date and time.

**5.2 Terms and Conditions of Tender**

**5.2.1 Erasures or Alterations and Signing of Tender Offers.**

The offer shall be typed or written in ink and shall be signed by an authorised signatory. All pages of the Tender Offer, except for printed literature, shall be initialed by the person or persons signing the offer. Any correction / over writing should also be signed by the authorised signatory. In the case of errors made by the Bidder, such corrections shall be initialed by the person or persons signing the offer.

**5.2.2 Completeness of Technical Offer**

Technical details must be completely filled up. Filling up of the Technical Detail form using terms such as “OK”, “accepted”, “noted”, is not acceptable. The TMC shall treat offers not adhering to these guidelines as unacceptable. Conditional Tenders are liable to be rejected.

Canvassing in connection with the tenders is strictly prohibited and the tender of anyone resorting to canvassing will be liable for rejection on that ground alone.

**5.2.3 Costs & Currency**

The offer must be given in percentage or Indian Rupees only in the financial bid only.

**5.2.4 Information about Bid Process**

A Pre-bid meeting will be held on **26.04.2023 at 15:00 hrs**. All the prospective bidders are suggested to take cognizance of the same and attend the meeting, if interested.

**5.2.5 Submission of Bids**

Bids shall be submitted on or before **03.05.2023** at **14:00 hrs.** Director, TMC may, at his discretion, extend this deadline for submission of offers by amending the Tender Documents and same will be notified on website only. In that case all rights and obligations of the purchaser and tender previously subject to the deadline will thereafter be subject to the deadline as extended. Offers received through Email, Telex, Fax, cable **will be rejected.**

**5.2.6 Late Tender Offers**

Any offer received from the agencies after the due date and time prescribed for submission of the same, pursuant to the clause above, **will not be entertained.**

**5.2.7 Validity of Bids**

All the bids must be valid for a period of 180 days from the date of tender opening No request will be considered for price revision during the contract period. **If necessary, TMC shall seek extension in the bid validity period beyond 180 days.**

**5.2.8 Opening of Bids**

The bids will be opened on **03.05.2023** at **15:00 hrs, bidders are requested to depute their authorised representative during bid opening.** Only one representative per bidder shall be permitted to attend along with the letter of authority**.** Technical Bid will be opened on the date and time duly notified in the tender and the financial/price bids of technically qualified bidder shall be opened in the presence of bidder’s representatives (only one per bidder) on a date and time duly notified.

**5.2.9 Evaluation of Bids**

Evaluation of all bids will be done by a duly constituted **Tender Evaluation Committee (TEC).**

1. **Preliminary Scrutiny**
2. Bids of the agencies, not satisfying the eligibility criteria shall be rejected and no further evaluation of such bids will be done.

ii) Prior to the detailed evaluation, TMC will determine the substantial responsiveness of each offer to the bid documents. For purpose of this Clause, a substantially responsive bid is **one which is in conformity with all the terms** and **conditions of the Tender Documents** without any material deviations. The TMC determination of a bidder’s responsiveness will be based on the contents of the bid itself without **recourse to extrinsic evidence**.

iii) TMC reserves the right **to waive any minor infirmity** or irregularity in a bid, if it is in the interest of the organization (TMC). The decision of TMC in this regards shall be **final and binding** on all Bidders.

iv) Conditional offer will not be accepted.

v) TMC reserves the right to accept or reject any tender offer and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the TMC’s action.

1. **Technical Evaluation**
2. For the agencies which meet the technical criteria, the TEC would examine the technical details and may ask for additional supporting information from the bidders, if required. **No new information can be submitted as addition to original bid**.

ii) TMC reserves the right to assess the proposed managerial staff before technically qualifying the agency if required. In such case this proposed managerial staff will have to be present in front of the TEC at Varanasi on an earliest convenient date at their expense.

iii) TMC at its discretion may visit the sites where the Agency presently has a contract/performed the work and obtain feedback. TMC will have full liberty to reject any bid based on the feedback and Agency will have no claim, whatsoever, in this process. Agency will extend to TMC all such co-operation as may be required for the site visit.

iv) The technically qualified bidders will be considered for financial bid evaluation.

v) The contract will not be split.

**c) Financial Bid Evaluation (FBE)**

1. Financial Bids of only the technically qualified bidders will be considered. The financial bids shall be evaluated on the basis of service charge in percentage quoted by the Agency. The service charge should include the salary of Supervisors, cost of Biometric Attendance System and HR Module,ID cards, administrative charges applicable income-tax, wherever applicable, , etc. at Homi Bhabha Cancer Hospital/ Mahamana Pandit Madan Mohan Malviya Cancer Centre, Varanasi, UP and HBCH & RC, Muzaffarpur, Bihar.
2. A Tender Evaluation Committee (TEC) would scrutinize the financial bids. The bids, found lacking in strict compliance to the financial bid format shall be rejected.
3. The bidders have to quote financial bid as percent of total payment made per month to the manpower specified as per Annexure I. If there is a discrepancy between words and figures, the amount in words shall prevail and be valid.
4. Financial bid has to be mentioned as percent upto two decimal figure only. If mentioned in more than two decimals it will be rounded to two decimal value. If digit in third decimal place is five or more than five it will be deleted and digit in second decimal place will be increased by one and if digit in third decimal place is less than five it will be deleted and digit in second decimal place will remain unchanged.
5. In the event of Service Charges quoted by two or more agencies being equal, Director, TMC reserves the right to call for revised price bid from those agencies.
6. Financial bid if submitted along with the technical bid will be rejected.

**d) Award of contract :-**

Selected bidder will be issued a letter of intent. Security deposit should be paid within 15 days. In case the selected bidder does not respond or is unable to complete formalities the EMD can be forfeited.

1. Upon receipt of security deposit the work order will be released and the contractor must complete contract formalities within fifteen days. A separate letter of intent /work order/Contract can be issued/executed for Homi Bhabha Cancer Hospital & Research Centre, Muzaffarpur, Bihar.
2. Goods and Service Tax at the prevailing rates shall be payable by TMC on production of documents of its submission with the concerned authority.
3. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the TMC is put to any loss/obligation, monitory or otherwise, the TMC will be entitled to get itself reimbursed out of the outstanding bills/performance security to the extent of the loss or obligation in monitory terms.

 v. If TMC faces any problem in the manpower at a later stage, Director, TMC reserves the right to withdraw/relax any of the terms and conditions mentioned above as per existing or new policy of either State or Central Government so as to overcome such problem.

**5.2.10 Award Criteria**

1. TMC shall give letter of award to the selected bidder for providing Services.
2. On written communication from TMC the selected bidder shall sign the contract within 15 days of such communication, failing which the offer shall be treated as withdrawn and EMD forfeited.
3. The selected bidder should affirm in the contract signed that he is capable of supplying the manpower he has quoted.
4. The selected bidder shall submit performance security deposit of 03% of Contract value and may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipts from a Commercial Bank. Bank Guarantee from a Commercial Bank should be as per attached Annexure or Online Payment in an acceptable form for the duration of the contract/ extended period, if any. On receipt of bank guarantee/ online payment towards security deposit the EMD of other bidders will be returned without any interest. Security deposit can also be submitted by way of a fixed deposit receipt in favour of Tata Memorial Centre. Additional performance security deposit should be given for the additional value of contract in case value of contract increases due to increase in the number of staff. The validity of the performance security deposit will be three months beyond the expiry of the contract period.
5. TMC will have the right to invoke the security deposit without assigning any reasons if performance of the agency is not found up to the mark.

VI. It may be noted that most of the manpower requirement is tentative and actual number will depend on the policies taken from time to time. Therefore, the quantity of manpower indicated in the Annexure I is liable to change. TMC reserves the right to increase or decrease the required quantity and shall communicate to Contractor and accordingly within time schedule manpower to be provided.

1. **Payment Terms**
2. The Payments to the agency will be made monthly on the basis of the Daily report of the employee man days of the services provided by the agency.
3. Monthly bills along with supporting documents shall be submitted in duplicate to the coordinating Officer specified in contract along with daily report and abstract of bills generated by Agency according to attendance sheets of employee duly certified by the officer-in-charge. The copy of Goods and Service Tax paid challan for the previous month/quarter as the case may be should be produced along with the bills for payment. Income Tax and other dues as applicable from time to time by the Government, shall be deducted at source from the monthly bills of the contractor. Contractor will submit separate bills alongwith supporting documents for HBCH & RC, Muzaffarpur for reimbursement.

**iii)** All payments to agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income Tax Act, 1961 and other taxes if any as per Government of India/State Govt. rules.

**iv)** The agency will make the payment to their deployed employee on receipt of daily report/attendance sheets/electronic mode of attendance of the employees duly certified by the corresponding Officer-In-charge.

**v)** The agency will submit Pre-receipted bills in duplicate by the 10th day of next month in respect of claim for the preceding month.

**vi)** Payment of Bills will be made only after submission of complete supporting documents every month as follows:

 Attendance Sheet

 Acquaintances (Salary Statement)

 NEFT/Bank Transfer (with UTR No.)/Cheque Statement

 EPF - Challan Copy

 EPF - ECR uploaded copy

 ESIC - Challan Copy

 ESIC - ECR uploaded copy

 Goods And Service Tax Challan Copy

 Form "XXI" - Register of Fines

 Register of Incidence

 10 Point Certificate (As per Annexure X)

 Labour Licence (compulsory)

vii) The Agency must be financially capable to pay remuneration in time to the personnel employed by them at TMC units upto a maximum period of 3 months in case TMC is not in a position to clear their bills due to some reasons.

**6.1.1 Fraud and Corrupt Practices**

i) Without prejudice to the rights of the TMC, if an Applicant is found by the TMC 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 Department

1. **Duty / Responsibility / Liability of the Contractor**

**7.1 General Conditions**

i) The selected agency shall not, without TMC’s prior written consent, disclose the Contract or any provision thereof or any specification, plan, sample of information furnished by or on behalf of TMC in connection therewith to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

ii) The selected agency shall not outsource the work to any other associate/franchisee/third party under any circumstances. In case of default of this condition, TMC shall have the liberty to forfeit the security deposit, to revoke the bank guarantee (including the ones submitted for other work order) and termination of the Contract.

III) In the event of the agency’s company or concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with TMC, should be passed on for compliance by the new company/new division in the negotiation for their transfer. The Contractor shall maintain a complaint book.

(iv) The contractor shall obtain labour license under CLRAA/Inter State Migrant Workers Act separately for HBCH/MPMMCC, Varanasi and HBCH & RC, Muzaffarpur, if applicable.

v) One official from Contractor shall remain in office hours to communicate all offices under TMC to resolve day to day problems, work related to contract, payment issues etc.

vi) The contractor / agency shall provide emergency medical treatment to its personnel through hospital etc, in case of need, failing which any cost incurred by TMC towards the treatment shall be recovered/ adjusted from the payment due/security deposit of the contractor/ agency. The contractor/ agency shall provide Rs. 3 to 5 Lakh(s) Health Insurance coverage to the working personnel at the cost of the employee for those staff who are not covered under ESIC. TMC will facilitate the vendor to work for good scheme which will meet the medical requirement of the employee.

vii) As TMC is covered under the scope of RTI act, it is expected that the contractor shall keep all the records properly indexed and maintained in a specific manner so that copies can be extracted as and when required.

viii) It will be the responsibility of the selected agency to take over the existing services of service provider as per the new agreement to be made with the selected agency

ix) It will be the sole responsibility of the Contractor to abide by the provisions of the following Acts as to the workers engaged by him for performance of this contract :-

* 1. Employment of Children Act
	2. Employees Compensation Act
	3. Industrial Employment standing ( order) Act
	4. Contract Labour Abolition and Regulation Act 1970
	5. Minimum Wages Act/ Payment of wages Act
	6. Employee Provident Fund and Misc. Provision Act
	7. Employees State Insurance Act
	8. Inter state migrant workers Act
	9. Any other central or state Act or legislation which may govern the nature of the contract.
	10. Any other law or Act or rule as may be in forced and made applicable to the workmen / supervisor / other persons as may be deployed by the Contractor for carrying out the assigned jobs / work involving use of skilled, semi-skilled or unskilled workers.
1. The contractor must ensure that one of his supervisor shall be present full time at all HBCH & MPMMCC, Varanasi, UP and HBCH & RC, Muzaffarpur, Bihar on daily basis for supervision and solving the issue of workers related to Salary/ESIC/EPF or any other issues at his own cost. The person deployed by the agency will not be on the pay roll of TMC – HBCH & MPMMCC, Varanasi.

xi) The new agency will have to provide the manpower for the services from 01/07/2023and the new manpower required from time to time.

xii) All other general conditions of contract issued from time to time by the Government of India shall apply.

xiii) The mode of payment to the contract staff will be through Bank Transfer only.

**7.2 Security**

The personnel engaged by the Agency shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organization matters as all are of confidential/secret nature. The person concerned shall be liable for penal action under **IPC, Cr. P.C.** or any other relevant provision besides, action for breach of contract.

* 1. **Indemnity**

The agency will indemnify TMC and Offices under TMC of all legal obligations of its professionals deployed for TMC.

* 1. **Providing Services / Support**
1. The agency will ensure that Salaries are given to the deployed personnel on or before 07th or 10th of every month as per provision of the law/rule. The contractor should not stop the payment of salary on account of delays not attributed to the engaged OR non clearance of Bills from TMC. Penalty of Rs. 10,000/- per day to be imposed till release of salary (Annexure ix)
2. Increments @10% can be granted to employees working under contract on completion of 01 year as on 1st April every year subject to concurrence of TMC authorities and any other terms and conditions as may be decided in this matter.
3. The agency will ensure that statutory remittances are made on or before of every month as prescribed under the rules. The contractor should not stop the payment of on account of delays not attributed to the engaged OR non clearance of Bills from TMC. Penalty of Rs. 10,000/- per day to be imposed till actual date of remittance. The agency must ensure that it will obtain the labour License for Varanasi and Muzffarpur within 30 days from the award of work/services/ contract.
4. The agency personnel shall be used for providing services/support as specified by TMC. In case any personnel of the Agency is found engaged in doing any work other than the above or found not useful, the agency shall withdraw him/her from service and arrange for replacement immediately at their own cost.
5. The agency shall be responsible for any damage to equipments, property and third party liabilities caused by acts on his part of / on part of its deployed manpower at TMC and offices under TMC premises. All equipment shall be used only for the purpose of carrying out legitimate business of TMC and offices under TMC organization and shall not be put into any other use.
6. Any damages or compensation due to any dispute between the agency and its staff, shall be agency’s exclusive liability. The Centre shall not pay any compensation in respect of any injury or death caused to the workers of the Contractor. It will be the sole responsibility of the Contractor under the applicable law / rules.
7. The staff shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the users’ problems. The agency shall verify the character antecedents before deploying any person at TMC and offices under TMC organization.
8. The personnel engaged by Agency will not be on the payroll of TMC and will not be entitled to any benefit as applicable to the employees of TMC.
9. Any extra expenditure for getting the work done from other agencies/open market due to the failure of the agency to provide support within the scheduled time as mentioned in the order will be recovered from the agency through Security deposit or pending bill or other dues if any or by raising claims.
10. TMC reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of TMC will be final in this regards.
11. The agency and manpower used to provide services/support shall not develop any direct relationship with the user/TMC and Officer under TMC without obtaining prior written permission from TMC for similar services.
12. All the personnel, who will be deployed in TMC, shall be assessed by TMC authorities along with all original documents.
13. It shall be the responsibility of agency to provide selected manpower to join TMC within one week of placing the work order by TMC. A penalty of Rs.50/- per day will be charged for every day in delay in deployment of required resources. In case the agency fails to provide the personnel for four weeks to TMC, the contract to the agency will be terminated and Security Deposit will be forfeited and the work will be got done from alternate sources at the risk and cost of the defaulting Agency.
14. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.
15. The contractor shall not sublet this contract or any part thereof to any other party. In case of manpower, the agency shall have to provide immediate replacement for the deployed manpower if the TMC or offices under TMC is not satisfied with his/her performance. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.
16. The Agency is solely responsible for any accident/medical/health related liability for the personnel deployed by Agency at TMC. The TMC shall have no liability in this regard. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons by the Agency
17. For the manpower deployed, the agency shall keep record with them, their present and permanent address, educational and technical qualification details, specimen signature and two passport size photographs and furnish these details/information to TMC, as and when required.
18. The agency shall issue order/offer letter, salary slip, experince certificate as per the format prescribed under the Govt. rules etc to the deployed manpower and issue valid I-Card to each one of them. They shall wear the I-Cards at their respective places of work.
19. **Period of Contract:** **-** The contract will be for a period of two year initially (from July 01, 2023 to June 30, 2025), which can be extendable upto another 01 year subject to satisfactory performance of the contract. Under normal circumstances the contract shall be valid for contracted period of two year with a probation of 3 months from date of issue of work order. However, contract may be extended for further period, if agreed by the contractor and TMC on the same rate, terms and conditions. A separate LOI/ Work order will be issued for HBCH & RC, Muzaffarpur, Bihar.
20. **Quantity:** Estimated number of Manpower to be hired is listed in the **Annexure- I.** However, it should be clearly noted that TMC shall place the order only as per the actual requirement from time to time.
21. **Duty Hours:** Personnel engaged by the Agency are required to work 6 days in a week. However, in case of shifts, emergency, duty hours may vary as per requirement of the Controlling Officers.
22. **Reporting Place:** Homi Bhabha Cancer Hospital & Mahamana Pandit Madan Mohan Malviya Cancer Centre, Varanasi, UP or HBCH & RC-Muzaffarpur (Bihar) any other places as informed by TMC.
23. In the case of any accident/injury/death caused to the hired staff, all the claims arising out of it shall be met by the agency/contractor. The Agency/Contractor shall only be deemed as employer for all purposes and will be liable under all provisions of Criminal/Civil Laws.
24. In case of 03 frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.
25. The contractual staff must observe all the etiquette and protocol while performing the duty.
26. The hired Manpower will be bound to carry out the work as required by the designated officer, TMC as well as of the Officers assigned for any specific job.
27. The service provider should install sufficient number of Bio-metric based attendance system and HR module for all employees engaged by them and the employees shall be routed only through the specified gates for entry and exit purpose at ‘Homi Bhabha Cancer Hospital & MPMMCC, Varanasi and HBCH & RC, Muzzafarpur. The attendance, leave record and other service record has to be maintained by the contractor in the manual or electronic form as may be required. The contractor has to coordinated with all the dept/labs to collect attendance report, leave form, other forms/applications and will compile it for payment of salary/other benefits.
28. Contractor is liable to provide additional manpower against demand from this office. Only quoted rate will be applicable in cases of any additional manpower hired by this office for its use. Contractor cannot charge different rate for additional manpower hired from them.
29. The existing Manpower working with the TMC at different levels either appointed in concurrence with TMC or existing service provider agencies can be empaneled by the newly appointed Service Provider Agency with the service condition mentioned in this document.
30. The Agency is solely responsible and liable for compliance to the staff engaged by the Agency under the social welfare Legislation Acts like Employee’s compensation, EPF & Misc. Provision Act, ESIC Act, as admissible under the rules and TMC shall have no liability in this regard. The Agency shall comply with all representations, grievances of the employees deployed by them at the TMC.

All Technical & Non-Technical staff will have to wear uniforms prescribed by agency/ contractor in concurrence with HBCH/MPMMCC, Varanasi authorities. The contractor will pay dress allowance of Rs.3,000/- per annum per person(it includes uniform and washing allowance@ Rs.250/- p.m.) and will submit claim bill for reimbursement. The dress/uniform shall include for males-two sets of shirts & pants, one pair of shoes and for females two pair of salwar kurta and one pair of shoes). The contractor will pay uniform allowance to new Technical & Non-Technical staff staff within 30 days of their joining and will submit bills for reimbursement.

1. For all purpose the agency will be the “Employer” within the meaning of different labour legislations in respect of the personnel so employed and engaged by him. The persons deployed by the agency at TMC shall not have any claims whatsoever like employer and employee relationship against TMC.
2. The agency shall be responsible for recruitment of personnel.
3. The agency shall be contactable at all times and messages sent by e-mail/ fax/special messenger/letters by post from the TMC to the Contractor shall be acknowledged immediately on receipt. The agency should furnish full contact details such as address, e-mail id, fax no., telephone number etc.
4. During festivals and summer vacation the Agency should maintain the full strength and the Services should not be affected, failing which the appropriate penalty will be imposed.
5. The Agency shall deploy staff as per education, qualification and experience given in the tender notice as required with concurrence of TMC. The Agency shall provide necessary undertaking and documentary evidence in this regard.
6. If the Agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the TMC at Agency’s own cost.
7. The Agency shall be bound by the details and documents as furnished by him to TMC while submitting the tender or at any other time. In case any of the details of such documents furnished by him, are found to be false at any stage, this would be deemed to be a breach of the terms of contract making him liable for action.
8. The Agency also agrees to comply with terms and conditions and agreement shall be final and binding on the Agency.
9. The character and antecedents of personnel engaged by the Contractor will be got verified by the Contractor through Police authorities before their deployment and a certification to this effect may be submitted to TMC. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to the TMC along with testimonials before they are actually deployed for the job.
10. The Agency shall ensure that the personnel deployed are healthy, properly trained for above mentioned services and not more than prescribed age in Annexure-I.
11. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the TMC.
12. The Contractor shall issue Photo ID cards to every worker (s) duly signed and stamped and worker (s) would be required to display them on their person while they are on duty in the premises of TMC
13. Personnel engaged by the Agency are entitled to 21 days of leave in a calender year on pro-rata basis or as per the provision of law/rules as applicable. (Annexure XI), In case any other provision of leave as applicable under rules to this category of manpower the same can be made applicable to the contract after mutual discussion.They are also entitled for seven holidays in a calender year which includes Three National Holidays (i.e. 26th January, 15th August, 2nd October) and Four Festival Holidays to be decided in consultation with HBCH/MPMMCC or as applicable under rules.
14. The transportation, food, medical and other statutory requirements in respect of each personnel of the Contractor will be the responsibility of the Contractor.
15. Wages of the engaged person by agency should not be less than the wages prescribed under minimum wages and allowances linked to the prescribed basic wages, currently Annexure – I. Contractor will be responsible to comply with the provisions of minimum wages Act of the Central Government / State Government, whichever is applicable and ensure payment of highest minimum wages which include Basic Wage, VDA, EPF, OTA, Bonus, ESIC, Paid Holidays etc.
16. The contractor/agency has to deploy full time supervisor at his own cost to supervise the contract at ‘Homi Bhabha Cancer Hospital & MPMMCC and submit his contact details. (Service charges will not be paid for the specific months where the contractor does not provide the supervisor at ‘Homi Bhabha Cancer Hospital & MPMMCC, Varanasi.
17. The contractor/ agency will have to carry out the instructions regarding contract issued by TMC from time to time.
18. The contractor/ agency should adhere to the rules and guidelines issued by the concerned Central Labour Commissioner from time to time.
19. The Contractor shall ensure his presence at a short notice when required by the management.

**7.5 Rights of TMC**

1. Decision of TMC in regard to interpretation of the terms and conditions of the Agreement shall be final and binding on the Agency.
2. In case of any dispute between the Agency and TMC, the TMC shall have the right to decide and the same shall be referred to the Director, TMC whose decision shall be final and binding upon both the parties. However, all matters of jurisdiction shall be at the local courts located at Varanasi.
3. Estimated number of Personnel is subject to reasonable change as per requirement of TMC.
4. The TMC may check and ensure that the personnel engaged by the Contractor shall actually be paid the amount (salary) fixed and reimbursed to the Agency by the TMC, if required. The Agency shall be liable for any default thereof under laws.
5. TMC authority reserves the right to ask for replacement of a particular personnel employed by the agency if the service of the individual are found unsatisfactory. But in case such a request for replacement is made, the agency will ensure the compliance of the required legal formality.
6. The TMC has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month notice in advance to the agency in writing. The TMC shall also have the right to extend the contract in writing on the same terms and conditions or with some addition/deletion/modification for a further period of one year or for a shorter period until such time as a new agency takes over in the event of TMC resorting to the process of appointing a fresh contractor/agency. The contractor on his part will have to give two months notice.
7. TMC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Contractor.
	1. **Dealing Offence/Loss, etc…..**
8. In case of any theft or pilferages, loss or other offences, will be reported to the office. If after a departmental enquiry it is found that the loss has occurred due to the negligence of the Agency’s’ personnel, then the Director will have full powers to recover the loss in full or in part from the dues or security deposit of the contractor. The decision of the Director / Competent Authority will be final and binding on the contractor.
9. In case of any loss that might be caused to the TMC due to lapse on the part of the personnel discharging duties & responsibilities will be borne by the Agency and in this connection, the TMC shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the TMC besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the TMC shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
10. During surprise checks by any authorized officer of TMC, if the personnel deployed by the agency is found absent from duty any time or sleeping or drunk on duty or behavior of any of the personnel is found doubtful or found engaged in irregular activities, the personnel would be replaced by contractor/ agency on receiving instructions from the authorized officer and it may even entail cancellation/ termination of contract for the rest of the period.
11. In case of breach of any of the terms of agreement, the performance security deposit of the agency shall be liable to be forfeited by the TMC. In addition, the contract/agreement will also be liable to be terminated. Any sum of money due or payable to the TMC including the security deposit refundable to him under the contract can be appropriated by the TMC against any amount which the agency may owe to the TMC.

**7.7 Termination for Insolvency & Default**

**7.7.1 Termination for Insolvency**

TMC may at any time terminate the work order/contract by giving written notice of one month to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

**7.7.2 Termination for default**

(i) Default is said to have occurred

(a) If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by TMC.

(b) If the agency fails to perform any other obligation(s) under the contract / work order.

(ii) If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from TMC (or takes longer period in spite of what TMC may authorize in writing), TMC may terminate the contract/work order in whole or in part. In addition to above, TMC may at its discretion transfer upon such terms and in such a manner, as it deems appropriate, work order for similar support service to other agency and the defaulting agency shall be liable to compensate TMC for any extra expenditure involved towards support service to complete the scope of work totally.

**7.8 Force Majeure**

(i) Force majeure clause shall mean and be limited to the following in the execution of the contract/purchase orders placed by TMC.

 (a) War/Hostilities

 (b) Riot or Civil commotion

 (c) Earthquake, flood, tempest, lightning or other natural physical disaster

 (d) Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.

 (ii) The Agency shall advise TMC in writing, duly certified by the Local Chamber of Commerce, the beginning and at the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, TMC reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

**7.9 Arbitration**

TMC and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute shall arise between parties on aspects not covered by this agreement or the construction or operation thereof or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitration, one to be appointed by each party and the third arbitrator appointed by TMC. The award of the arbitration shall be final and binding on both the parties. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules thereunder and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in Varanasi.

  **ANNEXURE I**

**Required Estimated no. of Manpower**

The Estimated no. of manpower under Technical & Non-technical is 500 for HBCH & MPMMCC, Varanasi, Uttar Pradesh and 189 for HBCH & RC, Muzaffarpur, Bihar**.** These are the tentative number of manpowers required for hospital. The manpower can be increased or decreased as per the requirement of the hospital. In case any other category of manpower is required the same will be provided by contractor. The rate/percentage of service /management charges will be same.

**ANNEXURE – II**

**PROFORMA**

To,

MPMMCC & HBCH

Varanasi

**Subject: Providing Manpower Services on Contract Basis**

Sir,

The undersigned have read and examined in detail the tender document in respect of providing manpower services on contract basis, do hereby express our interest to provide such services.

Correspondence Details:

* + - * 1. Name of the Company
				2. Address of the Company
				3. Name of the contact person to whom all references shall be made

4) Designation and address of the person to whom all references shall be made regarding this tender.

5) PAN and Goods and Service Tax details

6) Telephone (with STD Code)

* + - * 1. E-mail of the contract person
				2. Fax No. (with STD code)

It is certified that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment.

Document framing part of the bid : -

1. Annexure-II : Proforma
2. Annexure-III : Minimum Eligibility
3. Annexure-IV : Prior Experience
4. Annexure-V : Forfeited Certificate
5. Annexure-VI : Letter of Authorisation for Attending Bid Opening
6. Annexure-VII : Form of Performance Security – Bank Guarantee Bond (BG)
7. Annexure-VIII : Proforma for Financial Bid
8. Annexure-IX : Undertaking for Payment of Wages
9. Annexure X : 10 Point Certificate (To be attached with Monthly Bills)
10. Earnest Money Deposit

Thanking you,

Yours faithfully,

(Signature of Authorized Person)

Place \_\_\_\_\_\_\_\_\_\_\_\_Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_ Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEXURE – III**

**MINIMUM ELIGIBILITY**

The details in respect of the company are given as under :-

* 1. Name of the Company
	2. Year of Registration/Incorporation

c. Number of Employees as on March, 31, 2023.

 d. Annual Turnover from providing manpower

Yours faithfully,

(Signature of Authorized Person)

Place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Seal\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness with Signature

1) Name & Address

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2) Name & Address

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 **ANNEXURE IV**

**PRIOR EXPERIENCE**

**(Using the format below, provide information in respect of each Organization for whom manpower was provided by the company during the last Five years)**

1. Name of the Company/Firm/Agency along with its address and details of contract to whom manpower was provided
2. Type of manpower provided and their number.

Yours faithfully

(Signature of Authorized Person)

Place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Seal\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness with Signature

1) Name & Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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2) Name & Address

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 **ANNEXURE – V**

**(To be given on official Letter Head of the Bidder )**

**NOT FORFEITED CERTIFICATE**

 I hereby declare that M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

I am not Black Listed in any Government Tenders in Maharashtra or any other state and my EMD / Security Deposit / Performance Security Deposit is not forfeited in Tata Memorial Centre or any Government Department Tender.

Place : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature& Seal of the Tenderer)

 **ANNEXURE - VI**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**(To reach on \_\_\_\_\_\_\_\_ or before date of bid opening)**

**To,**

MPMMCC & HBCH,

Varanasi, UP

Sub: Authorisation for attending bid opening on \_\_\_\_\_\_\_\_(date) in the Tender of

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

 Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Bidder).

Name Specimen Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alternate Representative : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Specimen Signature

Signature of Bidder : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Or

Officer authorized to sign the bid

Documents on behalf of the bidder

NOTE:

1. Maximum of one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**ANNEXURE - VII**

SECTION-10 (i): FORM OF PERFORMANCE SECURITY - BANK GUARANTEE BOND (BG)

In consideration of the Director TMC having agreed under the terms and conditions of Letter of

intents / Agreement No . dated made between

 and .. (hereinafter called “ the said Contractors}61) .for the

work — (hereinafter called “ the said

Letter of Intent / Agreement”) having agreed to production of a irrevocable bank Guarantee for Rs.

(Rupees ........ only), as a security / guarantee from the contractors) for

compliance of his obligations In accordance with the terms and conditions in the said agreement, we

.............. —......—...(Indicate the name of the Bank) (hereinafter referred to as “the Bank”)

hereby undertake to pay to the TMC an amount not exceeding Rs.

(Rs —.—,—.. .. — .only) on demand by the TMC

1. We —................ .. (indicate the name of Bank) do hereby undertake to pay the amounts

due and payable under this guarantee without any demur, merely on a demand from the TMC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractors). Any such demand made on the bank shaft be conclusive as regards die amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only).

1. We, the said bank, further undertake to pay to the TMC any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating hereto. our (lability under this present being absolute and unequivocal.
2. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractors shall have no claim against us for making such payment.
3. We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that It shall continue to be enforceable till all the dues of the TMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the TMC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractors) and accordingly discharges this guarantee.
4. We.... —.......—...... (indicate the name of Bank) further agree v/ith the Director, TMC that the TMC shall have the fullest liberty without our consent and without affecting In any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement ^r to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director, TMC against the said Contractors) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the TMC or any Indulgence by the TMC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractors).
6. We, (Indicate the name of Bank) lastly undertake not to revoke this guarantee

except with the previous consent of the TMC in writing.

1. This guarantee shall be valid up to unless extended on demand. Notwithstanding

anything mentioned above, our liability against this guarantee is restricted to Rs.

(Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or ihe extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the\_\_\_\_\_\_\_\_\_\_\_\_\_day of................. for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate the name of Bank)

 \*

(Note : The Letter of intent shall form part of the Agreement)

**IN SEPARATE ENVELOPE**

**ANNEXURE - VIII**

**PROFORMA FOR FINANCIAL BID**

1. **Name of company, address etc.**
2. **Details of rate quoted.**

(Figure may be written in words as well as in figures, in case of any discrepancy between figures and words, the amount written in words will be taken for consideration). No cutting or overwriting will be allowed. Any financial bid with overwriting or cutting will be disqualified.

**TABLE :**

|  |  |  |
| --- | --- | --- |
| Sr. No | Category  | Agency’s Service Charges (in percentage ) |
|  |  |  |

 ( Rate of service charges in words…………………………………………………………………………………………………)

Note: Mandatory requirement such as Basic Pay, VDA, EPF, ESI etc. at par with Government Notifications shall be paid to the contractor along with the “Service Charges”. However, the Service Charges will be proportionate to the number of manpower deployed during the month and the quoted “Service Charges” shall not be revised at any cost during the contract period.

GOODS AND SERVICE TAX will be paid extra as applicable from time to time.

Only one bid value should be quoted and it should not be bifurcated in any manner

Yours faithfully,

**(Signature of Authorized Person)**

Place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness with Signature:

1. Name & Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 2) Name & Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEXURE – IX**

**(To be given on official Letter Head of the Bidder)**

**PAYMENT OF WAGES**

**UNDERTAKING**

 I, the undersigned hereby declare on behalf of M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 that as per the Payment of Wages ACT 1936 and rules made thereunderI shall pay the wages to our employees deployed at TMC by 7th or 10th of every month. Salary will not be stopped or kept on hold on account of delays from TMC due to Administrative reasons or non clearance of Bills upto a maximum period of 3 months.

 Penalty of Rs.10,000/- per day till release of salary may be imposed and it will be deducted from the monthly bills.

Place : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

( Signature & Seal of the Tenderer)

**ANNEXURE – X**

**To be given on the letterhead of the Agency**

Annexure to Bill No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_

To,

MPMMCC & HBCH,

Varanasi, UP

**Sub: Certificate**

Dear Sir,

This is to certify that,

1. The present Claim is submitted for the first time for the month of \_\_\_\_\_\_\_\_\_\_ .
2. The amount is claimed for the first time & that there shall not be any claim for the same work in future.
3. The rates charged in the claim bill are the same as have been agreed to in the agreement of the contract under reference/Work Order No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. The payment of wages to the employees deployed under the agreement, to carry out the services outsourced by TMC, has been made to the concerned employee as per the terms and conditions. The rate is not less than the prescribed charges made applicable by the State Govt./Central Govt. (As per minimum wage Act) for which they have been deployed.
2. We hereby declare that the EPF contribution of employee and employer has been deposited to the EPF Account No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for amount of \_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_ for the month of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. We hereby declare that the ESIC contribution of the employees has been deposited to the ESIC Account No. \_\_\_\_\_\_\_\_\_\_\_\_in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ vide Challan No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for amount of \_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_ for the month of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. Further, certified that the TMC shall not be held responsible for any of the liability if arrived and detected later, like that of wages paid, EPF, ESIC and other benefits of leave encashment, medical etc., whereas our company will be held responsible.
5. Our company will be responsible for any dispute which might arise between the workmen and our company, TMC will not be held responsible.
6. We hereby undertake to reimburse to TMC, any over-payment that may be during the settlement of bills under the said contract which may come to the notice in future.
7. We hereby declare that GOODS AND SERVICE TAX charged on total bill amount deposited and credited to Government account. TMC will not be responsible or liable for payment of GOODS AND SERVICE TAX in respect of such bill or Services under reverse mechanism as GOODS AND SERVICE TAX Act.

For **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

AUTHORISED SIGNATORY

|  |  |  |
| --- | --- | --- |
|  |  |  **ANNEXURE - XI** |
|  |  |
| **LEAVE CREDITING ON PRO-RATA BASIS** |  |
|  |  |  |  |
| **MONTH** | **LEAVE CREDIT** | **BALANCE** |  |
| APRIL | 0 | 0 |  |
| MAY | 2 | 2 |  |
| JUNE | 2 | 4 |  |
| JULY | 2 | 6 |  |
| AUG | 2 | 8 |  |
| SEPT | 2 | 10 |  |
| OCT | 2 | 12 |  |
| NOV | 2 | 14 |  |
| DEC | 2 | 16 |  |
| JAN | 2 | 18 |  |
| FEB | 2 | 20 |  |
| MAR | 1 | 21 |  |
|  |  |  |  |

Or Leave will be credited on pro-rata basis as per calendar year or as applicable under rules

***Annexure- XII***

 **(*Bidders are advised to fill details of the experience in the given column)***

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED IN LAST FIVE YEARS ENDING LAST DAY OF THE MONTH**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sr. no.** | **Name of****work and location** | **Owner or****sponsoring organization** | **Cost of****work in crores of rupees** | **Date of****commencement as per contract** | **Stipulated****date of completion** | **Actual date****of completion** | **Remarks** |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|  |  |  |  |  |  |  |  |

Signature of the bidder

Bidders are advised to enclosed proofs (work completion certificates/performance certificates/ experience certificates with clear dates of start of work and its completion along with work orders, contracts/agreement/purchase orders in support of their claimed experience.

 **ANNEXURE-XIII**

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No | **Important List of Documents supporting Eligibility Criteria:-** | **Yes** | No |
| 1 | **Attested copy of Certificates of Incorporation issued by the respective registrar of Companies/Certificate of registration under Shops and Establishment Act or under Society registration Act or Partnership firm.** |   |   |
| 2 | **Attested Copy of Pan, Labour License, EPF Registration and ESIC Registration shall be accepted.**  |   |   |
| 5 | **Attested Copy Goods And Service Tax and valid Bank Solvency Certificate** |   |   |
| 6 | **Attested copies of five years experience certificates for completed or ongoing work/services issues by the Government/ PSUs / Municipal Corporations/ Reputed organizations shall be acceptable. The bidder has to submit the relevant work experience certificates as mentioned in the Eligibility Criteria.**  |   |   |
| 7 | **Attested copy of the Audit Report and Audited Balance Sheet for the completed Three financial years.** |   |   |
| 8 | **Attested copy of manpower wages roll and EPF Challan in support of available manpower (duly submitted to EPFO) in respect of the previous one quarter shall be acceptable.**  |   |   |
| 9 | **An undertaking (self certificate) on a 100 rupees non-judicial stamp paper that the bidder hasn’t been blacklisted by a central/any state Government institution and there has been no litigation with any Government department on account of similar services**  |  |   |
| 10 | **EMD/Security Deposit/Bank Guarantee not forfeited certificate as per Annexure – V** |   |   |
| 11 | **Letter of Authorisation for Attending Bid Opening as per Annexure – VI**  |   |   |
| 12 | **Bank Guarantee Bond as per Annexure VII**  |   |   |
| 13 | **“Financial Bid form” as per Annexure – VIII** |   |   |
| 14 | **“Undertaking for Payment of Wages “ as per Annexure IX** |   |   |

***For the bids to be considered, the Bidders are requested to furnish documents as per the above mentioned Annexures for each of the above clauses. The tender bid must be submitted containing an index of page numbers where the above information is furnished.***