

TENDER NOTICE

Dr. B. Borooah Cancer Institute (BBCI), Guwahati invites sealed tenders from reputed agencies for Outsourcing of manpower services on contract basis for the **Technical category Staff.**



Dr. B. BOROORAH CANCER INSTITUTE

A GRANT-IN-AID INSTITUTE OF DEPT. OF ATOMIC ENERGY, GOVT. OF INDIA
A K AZAD ROAD, GOPINATH NAGAR, GUWAHATI-781016

Date of Issue : 25.01.2020
Last Date for Submission : 03.03.2020 (upto 2:30 p.m.)
Technical Bid opening : 03.03.2020 at 3:30 p.m.

Dr. B. BOROOAH CANCER INSTITUTE
A GRANT-IN-AID INSTITUTE OF DEPT. OF ATOMIC ENERGY, GOVT. OF INDIA
A K AZAD ROAD, GOPINATH NAGAR, GUWAHATI-781016

SHORT TENDER NOTICE

(T. N. NO. BBCI-TMC / Gen-406 / NIT / 278 / 2020 dtd.25.01.2020)

1. Dr. B. Borooah Cancer Institute, Guwahati intends to hire a contractor for carrying out temporary/casual nature of work / activity at BBCI, Guwahati for **Technical category** of work.
2. Sealed tenders are invited from eligible firms / contractors / agencies on terms and conditions mentioned in Tender Document made available on BBCI website **<http://www.bbcionline.org/tenders.php>**. The bidder should pay Tender Processing Fee and EMD amount as mentioned for each tender separately.
3. The last date of submission of tender is **03.03.2020**. **Pre-bid meeting** will be held on **11.02.2020**
4. Selection of Bidder will be strictly on the basis of fulfillment of the 'Eligibility Criteria'.
5. Other Terms and Conditions displayed on 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 BBCI.



Director
Dr. B. Borooah Cancer Institute
Guwahati- 16

Dr. B. BOROOAH CANCER INSTITUTE
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SHORT TENDER NOTICE

T. N. NO. BBCI-TMC / Gen-406 / NIT / 278 / 2020 dtd.25.01.2020

Sr.No.	DETAILS	DATES / AMOUNT	
1.	Tender Publication	28.01.2020	
2.	Last date for Submission of Bid	03.03.2020 upto 14.30 hrs	
3.	Opening of Bids	03.03.2020 at 15.30 hrs	
4.	Tender Processing fee and EMD	<u>Tender Cost</u>	EMD Rs.
		Rs.1,000/-	15,88,800 /-
6.	Validity	Bids shall remain valid for 180 days from the date of Tender opening.	
7.	Address for Communication and contact details	Director, Dr. B. Borooah Cancer Institute, AK Azad Road, Gopinath Nagar, Guwahati E-mail: bbci_info@yahoo.co.in	



Director
 Dr. B. Borooah Cancer Institute
 Guwahati- 16

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1. Introduction:

Dr. B. Borooah Cancer Institute (BBCI) is a Grants-in-aid Institute of Department of Atomic Energy, Govt. of India and a unit of Tata Memorial Centre (Mumbai)

2. Requirement:

Sealed tenders in the prescribed format are invited from the agencies having minimum Five years experience in the 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, BBCI after expiry of contract on mutually agreed terms and conditions, subject to satisfactory performance of the agency. However, BBCI or its representative has the right to review the performance of the Agency at regular intervals. BBCI 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**.

3. Scope:

Under this contract the Agency has to provide required manpower as per Annexure-I for the 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.

4. Minimum Eligibility Criteria:

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

- a) **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. Bidder in the form of JV/Consortium is not permitted.
- b) **Registration:** The Bidder should also be registered/comply with various statutory compliances.
- c) **Clearance:** The Bidder should also have clearance from Sales/Service Tax Department and Income Tax Department. Relevant proof in support shall be submitted. Copy of organization / company and audited balance sheet for past 3 years to be enclosed.
- d) **Experience :** The Bidder should have experience in providing services involving Manpower in single work in reputed firms in last five Financial Years. However, preference will be given to Agencies who have experience in Hospitals as Annexure iv

- e) **Turn over:** The agency should have a minimum turnover of Rs. 5 crores per annum for the last three years. One work where the agency is currently carrying out the said scope of services should not be less than Rs.2.5 crores per annum.

4.1. Documents supporting the Minimum Eligibility Criteria:

1. Registration under the shops and Establishment Act/ Companies Act/Society Act/SSI
2. PAN and TAN no.
3. GST 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 03 years relevant experience in reputed Institution/Organizations/PSU's/Government Organisations.
9. Labour License (for any other site)
10. Bank Solvency certificate
11. Apart from the above a committee can also be constituted for visiting the different sites of bidders to assess their capacity and capability.
12. EMD/Security Deposit/Bank Guarantee not forfeited certificate as per **Annexure – V**.
13. 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.
14. 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.
15. Undertaking for Payment of Wages on time as per **Annexure IX**

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

5. 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.

5.1 Submission of Tender

- a) 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 Technical / Non Technical / Nursing Activity Work (*as per the category of work*) addressed to Director, Dr. B. Borooah cancer institute, Guwahati-781016 and it should be submitted to the office of the Director, Dr. B. Borooah Cancer Institute, Guwahati-781016 on or before 03.03.2020 upto **14.30 hours**.
- b) The Tender Fee shall be paid at the office of Director, Dr. B. Borooah Cancer institute, Guwahati before submitting the tender. Photocopy of money receipt in support of tender fee paid should be enclosed in the technical bid failing which same will be summarily rejected.

5.1.1. Earnest Money Deposit

- a) Bidders are required to deposit EMD amount which will not bear any interest, must be paid by Demand Draft / Pay Order drawn in favor of 'Dr. B. Borooah Cancer Institute payable at Guwahati only. **The D.D. / Pay Order or original BBCI Receipt** must 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 finalisation 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.
- b) 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
 - i) to execute the agreement / contract within 7 days from the date of the issue of the work order.
 - ii) to submit Security Deposit as specified in the terms and conditions.

5.1.2 Tender Fees:

Non refundable fee of Rs.1000/- is to be paid before submitting tender. In case of non submission of Tender Fee, the Tender will not be considered for Technical Evaluation.

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 in **Annexure-III** 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 duly 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. BCCI 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. BCCI 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 Indian Rupees only.

5.2.4 Information about Bid Process

A **Pre-bid meeting will be held on 11.02.2020 (Tuesday) at 14.30 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 **03.03.2020** upto **14.30 hrs.** Director, BBCI 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, BBCI shall seek extension in the bid validity period beyond 180 days.**

5.2.8 Opening of Bids

The bids will be opened in the presence of representatives of bidders on **03.03.2020** at **15.30 hrs.** Only one representative per bidder shall be permitted to attend along with the letter of authority as per **Annexure - VI.** Technical Bid will be opened then it will be handed over to the duly constituted Tender Evaluation Committee (TEC) for evaluation. The financial details of technically qualified bids 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).**

a) Preliminary Scrutiny

- i) 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, BBCI 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 BBCI determination of a bidder's responsiveness will be based on the contents of the bid itself without **recourse to extrinsic evidence**.
- iii) BBCI reserves the right **to waive any minor infirmity** or irregularity in a bid, if it is in the interest of the organization (BBCI). The decision of BBCI in this regards shall be **final and binding** on all Bidders.
- iv) Conditional offer will not be accepted.
- v) BBCI 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 BBCI's action.

b) Technical Evaluation

- i) For the agencies which meet the pre-qualification 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) BBCI 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 Guwahati on an earliest convenient date at their expense.
- iii) BBCI at its discretion may visit the sites where the Agency presently has a contract/performed the work and obtain feedback. BBCI 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 BBCI 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)

- I. Financial Bids of only the technically qualified bidders will be considered. The financial bids shall be evaluated on the basis of service charge quoted by the Agency. The service charge should include the salary of Supervisors, cost of Biometric Attendance System, applicable income-tax, Uniforms wherever applicable, ID cards, administrative charges, etc. at BBCI.

- II. 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.
- III. 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.
- IV. 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.
- V. In the event of Service Charges quoted by two or more agencies being equal, Director, BBCI reserves the right to call for revised price bid from those agencies.
- VI. Financial bid if submitted along with the technical bid will be rejected.

d) Award of contract :

- i. Selected bidder will be issued a letter of intent. Security deposit should be paid within ten days. In case the selected bidder does not respond or is unable to complete formalities the EMD will be forfeited.
- ii. Upon receipt of security deposit the work order will be released and the contractor must complete contract formalities within fifteen days as mentioned in 4.2.10.
- iii. Service tax at the prevailing rates shall be payable by BBCI on production of documents of its submission with the concerned authority.
- iv. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the BBCI is put to any loss/obligation, monetary or otherwise, the BBCI will be entitled to get itself reimbursed out of the outstanding bills/performance security to the extent of the loss or obligation in monetary terms.
- v. If BBCI faces any problem in the manpower at a later stage, Director, BBCI 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

- I. BBCI shall give letter of award to the selected bidder for providing Services.

- II. On written communication from BBCI the selected bidder shall sign the contract within ten days of such communication, failing which the offer shall be treated as withdrawn and EMD forfeited.
- III. The selected bidder should affirm in the contract signed that he is capable of supplying the manpower he has quoted.
- IV. The selected bidder shall give security deposit of 5% of Contract value in the form of **Performance Bank Guarantee** as per **Annexure-VII**, from a nationalized Bank or scheduled commercial bank for the duration of the contract/extended period, if any, in favour Dr. B. Borooah Cancer Institute. **The D.D. / Pay Order** Plus One months salary of employees in cash. On receipt of bank guarantee 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 Dr. B. Borooah Cancer Institute. The validity of the security deposit will be three months beyond the expiry of the contract period.
- V. BBCI 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 project based 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. BBCI reserves the right to increase or decrease the required quantity and shall communicate to Contractor and accordingly within time schedule manpower to be provided.

6. Payment Terms

- i) 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.
- ii) Monthly bills 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 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.
- 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 rules.
- iv) The agency will make the payment to their deployed employee on receipt of daily report/attendance sheets 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.

- vii) Payment of Bills will be made only after submission of complete 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
 Professional Tax Challan Copy
 Service Tax & Charges Challan Copy
 MLWF - Challan Copy
 Form "XXI" - Register of Fines
 Register of Incidence
 10 Point Certificate (As per Annexure X)
 Labour Licence

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

6.1.1 Fraud and Corrupt Practices

- ii) Without prejudice to the rights of the BBCI, if an Applicant is found by the BBCI 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

7. Duty / Responsibility / Liability of the Contractor

7.1 General Conditions

- i) The selected agency shall not, without BBCI's prior written consent, disclose the Contract or any provision thereof or any specification, plan, sample of information furnished by or on behalf of BBCI 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.
- iii) 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, BBCI 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 BBCI, should be passed on for compliance by the new company/new division in the negotiation for their transfer.
- iv) The Contractor shall maintain a complaint book.
- v) One official from Contractor shall remain in office hours to communicate all offices under BBCI 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 BBCI towards the treatment shall be recovered/ adjusted from the payment due/security deposit of the contractor/ agency.
- vii) As BBCI 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) Only some new conditions which are applicable as per the existing Government laws mentioned in the tender document will be mandatory on both BBCI and Contractor.
- x) The new agency will have to provide the manpower for the services after placing order as per the requirement from time to time.
- xi) All other general conditions of contract issued from time to time by the Government of India shall apply.
- xii) 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.

7.3 Indemnity

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

7.4 Providing Services / Support

- (i) The agency will ensure that Salaries are given to the deployed personnel on or before 7th of every month. The contractor should not stop the payment of salary on account of delays not attributed to the engaged OR non clearance of Bills from BBCI. Penalty of Rs. 10,000/- per day to be imposed till release of salary (Annexure ix)
- (ii) Increments @10% will be granted to employees working under contractor on completion of 1 year as on 1st April / 1st May (as per the category of employees) every year.
- (iii) The agency will ensure that statutory remittances are made on or before 7th of every month. The contractor should not stop the payment of on account of delays not attributed to the engaged OR non clearance of Bills from BBCI. Penalty of Rs. 10,000/- per day to be imposed till actual date of remittance.
- (iv) The agency personnel shall be used for providing services/support as specified by BBCI. 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.
- (v) 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 BBCI and offices under BBCI premises. All equipment shall be used only for the purpose of carrying out legitimate business of BBCI and offices under BBCI organization and shall not be put into any other use.
- (vi) Any damages or compensation due to any dispute between the agency and its staff, shall be agency's exclusive liability.
- (vii) 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 BBCI and offices under BBCI organization.
- (viii) The personnel engaged by Agency will not be on the payroll of BBCI and will not be entitled to any benefit as applicable to the employees of BBCI.
- (ix) 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.

- (x) BBCI 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 BBCI will be final in this regards.
- (xi) The agency and manpower used to provide services/support shall not develop any direct relationship with the user/BBCI and Officer under BBCI without obtaining prior written permission from BBCI for similar services.
- (xii) All the personnel, who will be deployed in BBCI, shall be assessed by BBCI authorities along with all original documents.
- (xiii) It shall be the responsibility of agency to provide selected manpower to join BBCI within one week of placing the work order by BBCI. 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 BBCI, 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.
- (xiv) Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.
- (xv) 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 BBCI or offices under BBCI 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.
- (xvi) The Agency is solely responsible for any accident/medical/health related liability for the personnel deployed by Agency at BBCI. The BBCI 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
- (xvii) 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 BBCI, as and when required.
- (xviii) The agency shall issue order/letter to the deployed manpower and issue valid I-Card to each one of them. They shall wear the I-Cards on their person at their respective places of work.
- (xix) **Period of Contract:** Under normal circumstances the contract shall be valid for contracted period of two years 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 BBCI on the same rate, terms and conditions.

- (xx) **Quantity:** Estimated number of Manpower to be hired is listed in the **Annexure- I.** However, it should be clearly noted that BBCI shall place the order only as per the actual requirement from time to time.
- (xxi) **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.
- (xxii) **Reporting Place:** Dr. B. Borooah Cancer Institute, Guwahati
- (xxiii) 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.
- (xxiv) In case of 3 frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.
- (xxv) The contractual staff must observe all the etiquette and protocol while performing the duty.
- (xxvi) The hired Manpower will be bound to carry out the work as required by the designated officer, BBCI as well as of the Officers assigned for any specific job.
- (xxvii) The service provider should install Bio-metric based attendance system for all employees engaged by them and the employees shall be routed only through the specified gates for entry and exit purpose at BBCI.
- (xxviii) 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.
- (xxix) The existing Manpower working with the BBCI at different levels either appointed by BBCI or existing service provider agencies can be empanelled by the newly appointed Service Provider Agency with the service condition mentioned in this document.
- (xxx) The Agency is solely responsible and liable for compliance to the staff engaged by the Agency under the social welfare Legislation Acts like workmen's compensation and Provident Fund, as admissible under the rules and BBCI shall have no liability in this regard. The Agency shall comply with all representations, grievances of the employees deployed by them at the BBCI.

- (xxxix) Employees liable for uniforms will have to wear uniforms prescribed by BBCI and they will be paid Uniform allowance as per BBCI policy.)
- (xxxii) 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 BBCI shall not have any claims whatsoever like employer and employee relationship against BBCI.
- (xxxiii) The agency shall be responsible for recruitment of personnel.
- (xxxiv)** The agency shall be contactable at all times and messages sent by e-mail/fax/special messenger from the BBCI 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.
- (xxxv) During festivals such as Bihu, Durga Puja, Diwali 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.
- (xxxvi) The Agency shall deploy staff as per education, qualification and experience given in the tender notice as required with concurrence of BBCI. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- (xxxvii) If the Agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the BBCI at Agency’s own cost.
- (xxxviii) 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.
- (xxxix) The Agency also agrees to comply with terms and conditions and agreement shall be final and binding on the Agency.
- (xl) 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 BBCI. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to the BBCI along with testimonials before they are actually deployed for the job.
- (xli) 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.
- (xlii) The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the BBCI.

- (xliii) The Contractor shall issue Photo ID cards to every worker (s) duly signed. and worker (s) would be required to display them on their person while they are on the premises of BBCI.
- (xliv) Personnel engaged by the Agency are entitled to 21 days of leave in a year on pro-rata basis. (Annexure XI), They are also entitled for Four National Holidays (i.e. 26TH January, 1st May 15th August, 2nd October) and Four Festival Holidays decided by BBCI.
- (xlv) The transportation, food, medical and other statutory requirements in respect of each personnel of the Contractor will be the responsibility of the Contractor
- (xlvi) Salary of the engaged person by agency should not be less than prescribed salary in 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 Pay, Dearness Allowance, Special Allowance, EPF, OTA, Bonus, M.L.Welfare Charges, ESIC, Paid Holidays etc.
- (xlvii) The contractor/agency has to deploy fulltime supervisor at his own cost to supervise the contract at BBCI and submit his contact details. (Service charges will not be paid for the specific months where the contractor does not provide the supervisor at BBCI.
- (xlviii) The contractor/ agency will have to carry out the instructions regarding contract issued by BBCI from time to time.
- (xlix) The contractor/ agency should adhere to the rules and guidelines issued by the concerned Central Labour Commissioner from time to time.
- (l) The Contractor shall ensure his presence at a short notice when required by the management.

7.5 Rights of BBCI

- (i) Decision of BBCI in regard to interpretation of the terms and conditions of the Agreement shall be final and binding on the Agency.
- (ii) In case of any dispute between the Agency and BBCI, the BBCI shall have the right to decide and the same shall be referred to the Director, BBCI whose decision shall be final and binding upon both the parties. However, all matters of jurisdiction shall be at the local courts located at Guwahati.
- (iii) Estimated number of Personnel is subject to reasonable change as per requirement of BBCI.

- (iv) The BBCI 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 BBCI, if required. The Agency shall be liable for any default thereof under laws.
- (v) BBCI 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.
- (vi) The BBCI 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 BBCI 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 BBCI resorting to the process of appointing a fresh contractor/agency. The contractor on his part will have to give two months notice.
- (vii) BBCI 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.

7.6 Dealing Offence/Loss, etc.....

- (i) 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.
- (ii) In case of any loss that might be caused to the BBCI due to lapse on the part of the personnel discharging duties & responsibilities will be borne by the Agency and in this connection, the BBCI shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the BBCI besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the BBCI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- (iii) During surprise checks by any authorized officer of BBCI, 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.

- (iv) 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 BBCI. In addition, the contract/agreement will also be liable to be terminated. Any sum of money due or payable to the BBCI including the security deposit refundable to him under the contract can be appropriated by the BBCI against any amount which the agency may owe to the BBCI.

7.7 Termination for Insolvency & Default

7.7.1 Termination for Insolvency

BBCI 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 BBCI.
 - (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 BBCI (or takes longer period in spite of what BBCI may authorize in writing), BBCI may terminate the contract/work order in whole or in part. In addition to above, BBCI 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 BBCI 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 BBCI.
 - (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 BBCI 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, BBCI 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

BBCI 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 BBCI. 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 there under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in Mumbai.

.....

ANNEXURE - I**TECHNICAL SERVICES**

Sr. No.	Category	Total No. of Posts	Educational Qualification/ Experience / Age	Consolidated Gross Remuneration	Maximum Estimated Value of Work
1.	Computer Programmer	05	Candidate should be B.E./B.Tech./M.C.A./M.Sc.(I.T./B.C.S.) or equivalent from a Govt. recognized University with at least 55% marks aggregate marks. Must have very good practical knowledge of VB/VB.NET, ASP/ASP.NET, Crystal Reports and R.D.B.M.S. with about 1 year of actual programming experience. Working knowledge of S/400, DB2 is advantageous. Familiarity with Web Technology/Web Designing/Web Security & hands on knowledge of HTML/DHTML, Java Script, Photo Shop, Flash will be preferred. Persons having experience in Designing/Developing Hospital Management System will be preferred. Age- 30 years	18500-25000	3000000
2.	Networking Assistant	05	H.S.C. with minimum 50% marks at least 1 year Certificate course in Computer Hardware/Networking from reputed institute OR three year Diploma in Computers/Electronics/Electrical Engineering etc. with minimum 50% aggregate marks from Govt. recognized Board/University OR B.Sc. Electronics/Computer with minimum 50% aggregate or B.E./B.Tech./M.Sc. in Computers/Electronics/Electrical Engineering with minimum 50% aggregate marks. At least 1 year hands on work experience in configuration/Trouble Shooting/maintaining various network, equipments like L2 and L3 switches, routers, leased line modems, Video Conferencing equipments, PCs etc. Age- 30 years	17000-25000	3000000
3.	Pharmacist	10	S.S.C. plus 2 years Diploma and 3 months training in Pharmacy along with registration with the Central or state Pharmacy Council duly allotted Registration No. One year experience in a Hospital/Dispensary is essential. Experience of working on computerized system desirable. Candidate should be prepared to work in shift duties. Age – 30 years	17000-25000	6000000

Sr. No.	Category	Total No. of Posts	Educational Qualification/ Experience / Age	Consolidated Gross Remuneration	Maximum Estimated Value of Work
4.	Radiation Technologist	10	B. Sc. Physics (with min. 55%marks) and PG Diploma in Radiotherapy Technology. Preference will be given to those who have experience in a modern Department of Radiation Oncology Using linear Accelerators. Age – 30 Years	25000-35000	8400000
5.	Technician / Lab Technician	04	B.Sc. with DMLT. One year experience in Hospital. Age – 30 Years	17000-25000	2400000
6.	CSSD Technician	02	B.Sc.	17000-25000	1200000
7.	Technician (Medical Graphic)	1	Graduate, Diploma in Computer Arts (Graphics) Min. 5 yrs. working experience in Designing and Printing industry. Candidate should able to Design and layout, Broucheres, Booklets, Folders, Banners and Annual Reports with knowledge of latest technology in printing. Candidate should able to work independently with advanced programs such as Adobe Photoshop, Adobe Page Maker, CorelDraw X5, Quark Express and Ms Office is must.	17000-25000	600000
8.	Medical Physicist	02	M.Sc. (Physics) and Diploma in Radiological Physics conducted by BARC with minimum one year experience. Expertise with advanced computerized treatment planning systems and other state of art technology will be essential. Candidates with Ph.D. (Physics or related subject) can also apply. Age – 40 Years.	35000-45000	2160000
9.	ICU/OT Technician	04	B.Sc. with 55% marks and one year certificate / diploma course in ICU / OT Technician / Respiratory therapy Technician. One year work experience as ICU / OT Technician is desirable. OR Bachelor degree in Paramedical Technology – OT Techniques / Bachelor degree in Respiratory Therapy / or Equivalent with minimum 55% marks in bachelor degree. One year work experience as OT / ICU Technician is desirable. OR B.Sc. with 55 % marks and one year work experience as ICU / OT Technician in a reputed Hospital is mandatory.	17000-25000	2400000

Sr. No.	Category	Total No. of Posts	Educational Qualification/ Experience / Age	Consolidated Gross Remuneration	Maximum Estimated Value of Work
10.	Web Designer	01	Any Degree (Science preferred), Computer Knowledge (MS Office, Certificate Course in Web Designing with typing knowledge desirable)	17000-25000	600000
11.	Scientific Assistant	02	M. Tech/B. Tech Biotechnology, M. Sc. Biotechnology/M. Sc. Life Sciences (Botany/Zoology/Biochemistry/Applied Biology/Microbiology) Preferably with one year experience	18500-25000	1200000
12.	Technical Supervisor	1	M.Sc. in Microbiology / Biotechnology / Biological Sciences. Preferably some experience in Medical Microbiology / Diagnostic laboratory.	18500-25000	600000
13.	Mechanical Supervisor	1	HSC, Diploma in mechanical Engineering with 60%, 2-4 years experience in installation and maintenance of screw chillers, central air-conditioning plants, D.G. sets, plumbing stations, window/split air conditioners, cold room, low temperature facility, medical gas system, estimation and preparation of tender documents.	17000-25000	600000
14.	Civil Supervisor	1	First class Diploma in Civil Engineering (3 years after SSC or 2 years after HSC) from recognized Technical Board and should have at least one year post qualification experience with an established firm in supervision (RCC & finishing items). Should have thorough knowledge of construction process and basic knowledge of quantity survey & billing.	17000-25000	600000
15.	Supervisor (Electrical)	1	HSC + Diploma (10 + 3 years Course) in Electrical Engineering	17000-25000	600000
16.	DSMSC Coordinator	1	PG in Science (M.Pharm /M.Sc. in Life Science/ Clinical Research/ Regulatory affairs) with 65% plus Diploma in Clinical Research Methodology with 2 years experience in Clinical Research and Pharmacovigilance Activity.	18500-25000	600000
17.	Technician (Plumber / AC)	2	SSC passed and having 2 years ITI / NCTVT or Trade Certificate with AC and refrigeration from recognized institute, minimum 2 years experience in handling air-conditioning and refrigeration system	14500-20000	960000

Sr. No.	Category	Total No. of Posts	Educational Qualification/ Experience / Age	Consolidated Gross Remuneration	Maximum Estimated Value of Work
18.	ECG Technician	1	B.Sc. (physics / Microbiology / Life Science /Biotechnology/Zoology/Botany/Chemistry) with at least one years experiences in ECG and stress Test in a large reputed medical college or hospital. Preference will be given to those who have done a certified course in ECG from a reputed institute. Age- 30 Years.	17000-25000	600000
19.	Echo Technician	1	B.Sc. (Physics / Microbiology / Life science/Biotechnology/Zoology/Botany/Chemistry).Candidate should have completed a certified training course in Echo Cardiology with on years experience OR worked as Echo Technician in a large centre for at least 2 years Age – 30 Years	17000-25000	600000
20.	Jr.Engineer Maintainance (Elect)	1	Diploma in Electrical (10 + 3) Engineering with two years experience.	17000-25000	600000
21.	Mechanical Foreman	1	S.S.C. passed with NCVT in AC&R & minimum 5 years experience of Project. Work	18500-25000	600000
22.	Electrical Technician	3	ITI Electrician with NCTVT with two years experience.	17000-25000	1800000
23.	Phlebotomist	05	HSC + DMLT	14500-20000	2400000
24.	Health Care Assistant	05	ANM with MNC Registration	14500-20000	2400000
25.	Network Technician	2	HSC with minimum 60% marks + 1 yr. certificate course in computer hardware / networking from reputed Institute OR 3 years Diplomas in same.	17000-25000	1200000
26.	Scientific Officer	2	M.Sc. with MLT with one year experience.	18500-25000	1200000
27.	Nurse	60	General Nursing Midwifery and / or B. Sc. (Nursing)	23000	33120000
	TOTAL	134			79440000

PROFORMA

To,
 Director
 Dr. B. Borooah Cancer Institute,
 Guwahati-16

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 Service Tax details
- 6) Telephone (with STD Code)
 - a. E-mail of the contract person
 - b. 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 _____

Seal _____

MINIMUM ELIGIBILITY

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

- a. Name of the Company
- b. Year of Registration/Incorporation
- c. Number of Employees as on December 31, 2019
- 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

2) Name & Address

ANNEXURE IV

PRIOR EXPERIENCE

(Using the format below, provide information in respect of each Organisation 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

2) Name & Address

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 Dr. B. Borooah
Cancer Institute 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,
Director
Dr.B.Borooah Cancer Institute,
Guwahati-16

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 Signaure : _____

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.

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

In consideration of the Director BCCI having agreed under the terms and conditions of Letter of Intent / 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 BCCI an amount not exceeding Rs. (Rs only) on demand by the BCCI

2. 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 BCCI 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 shall be conclusive as regards the 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).

3. We, the said bank, further undertake to pay to the BCCI 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 liability under this present being absolute and unequivocal.

4. 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.

5. 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 BCCI 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 BCCI 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.

6. We.... (indicate the name of Bank) further agree with the Director, BCCI that the BCCI 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 or 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, BCCI 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 BCCI or any indulgence by the BCCI 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.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractors).

8. We (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the BCCI in writing.

9. 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 the 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 (percentage)

Note: Mandatory requirement such as Basic Pay, DA, 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.

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 I shall pay the wages to our employees deployed at BBCI by 7th of every month. Salary will not be stopped or kept on hold on account of delays from BBCI 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 deducted from the monthly Bills.

Place : _____

(Signature & Seal of the Tenderer)

To be given on the letterhead of the Agency

Annexure to Bill No. _____ dated _____

To,
 Director
 Dr.B.Borooah Cancer Institute,
 Guwahati-16

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 _____.
4. The payment of wages to the employees deployed under the agreement, to carry out the services outsourced by BBCI, 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 of Maharashtra/Government of India (As per minimum wage Act) for which they have been deployed.
5. 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 _____.
6. 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 _____.

7. Further, certified that the BBCI 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.
8. Our company will be responsible for any dispute which might arise between the workmen and our company, BBCI will not be held responsible.
9. We hereby undertake to reimburse to BBCI, any over-payment that may be during the settlement of bills under the said contract which may come to the notice in future.
10. We hereby declare that Service Tax charged on total bill amount deposited and credited to Government account. BBCI will not be responsible or liable for payment of GST in respect of such bill or Services under reverse mechanism as GST Act.

For _____

AUTHORISED SIGNATORY

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

Sr. No	<u>Important List of Documents supporting Eligibility Criteria:-</u>	Yes	No
1	Attested copy of Certificates of Incorporation issued by the respective registrar of Companies.		
2	Attested Copy of Pan, Labour Registration, EPF Registration and ESIC Registration shall be accepted.		
3	Shop and Establishment Certificates up to date.		
4	GST Certificate		
5	Attested Copy of Clearance Certificate (Last Five years returns) from Sales/Service Tax, Income Tax Department shall be accepted.		
6	Attested copies of experience certificates for completed or ongoing work/services issues by the Government / PSUs / Municipal Corporations 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 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.