

TENDER DOCUMENT

Hiring of outsourced Manpower Services for Pasteur Institute of India, Coonoor on contract basis



Pasteur Institute of India,

Land mark: Opposite to Sim's Park,
Kotagiri Road, Coonoor – 643101.

Phone No: 0423-2231250, 2231350

Official Website: www.pasteurinstituteindia.com

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INDEX

| Sl. No | Content | Page No |
|---------------|--|----------------|
| 1. | MODE OF TENDERING | 3 |
| 2. | SCHEDULE OF REQUIREMENT | 4-7 |
| 3. | INSTRUCTION TO BIDDERS AND GENERAL TERMS AND CONDITIONS | 9-19 |
| 4. | ANNEXURE – I (BID FORM) | 20 |
| 5. | ANNEXURE-II (TECHNICAL BID) | 21-22 |
| 6. | ANNEXURE-III (FINANCIAL BID) | 23 |
| 7. | ANNEXURE – IV (DECLARATION FOR NON TEMPERING OF TENDER DOCUMENT | 24 |
| 8. | ANNEXURE – V (DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING) | 25 |
| 9. | ANNEXURE – VI – (CERTIFICATE - FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE) | 26 |
| 10. | ANNEXURE – VII – (CERTIFICATE - FOR EPF & MISC)PROVISIONS ACT 1952 | 27 |
| 11. | ANNEXURE-VIII – (CERTIFICATE - PRE RECEIPT FOR REFUND OF EARNEST MONEY) | 28 |
| 12. | ANNEXURE – IX – (CERTIFICATE - LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE) | 29 |
| 13. | ANNEXURE- X (SALARY SLIP PROFORMA) | 30 |
| 14. | ANNEXURE – XI PROFORMA FOR BANK GUARANTEE) | 31 |
| 15. | ANNEXURE – XII (CHECK LIST) | 32 |
| 16. | ANNEXURE – XIII (SLA AGREEMENT SPECIMEN) | 33-34 |

MODE OF TENDERING: TWO BID SYSTEM

Tender document can be downloaded from the official Website of PII, Coonoor (www.pasteurinstituteindia.com) and to be submitted in Two Bid System in separate sealed covers as per the following:

Cover-I : Technical Bid, Tender Fee & Bid Security

Cover-II : Financial Bid

The tender has to be submitted in one sealed envelope by super scribing on the top of envelope “**Bid for Hiring of Outsourced Manpower Services in Pasteur Institute of India, Coonoor**” addressed to ‘the Director, Pasteur Institute of India, Coonoor’.

The envelope shall contain two separate sealed envelopes, one containing Technical Bid super scribing on the top “Technical Bid” and another containing “Financial Bid” super scribing on the top “Financial Bid”.

Critical Date & Fact Sheet

| | |
|-----------------------------------|--|
| Date of Tender | 11.11.2020 |
| Bid submission start date | 11.11.2020 |
| Bid Security Value | Rs.8,00,000/- (Rupees Eight Lakhs only) |
| Bid submission end date & time | 10.12.2020 upto 3.00 pm |
| Technical Bid opening date & time | 10.12.2020 at 3.30 pm |
| Validity of Bid | 60 days |
| Tender Inviting Authority | The Director, Pasteur Institute of India, Coonoor. |
| Financial Bid Opening date & time | 18.12.2020 |

Pasteur institute of India, Coonoor (PIIC) will not accept the tenders from blacklisted companies or undependable suppliers, whose past performance with PIIC or with any other organisations was found poor due to delayed and/or erratic supplies of competent manpower, and also against whom there have been adverse reports of sub-standard quality/poor services, as defined in the other parts of the bidding documents.

For any clarifications/queries related to tender document, please contact Mr. A.Vairamoorthy, Administrative Officer, Pasteur Institute of India, Coonoor, Phone: 0423-2232959.

SCHEDULE OF REQUIREMENT

The Director, Pasteur Institute of India (PII), Coonoor invites Sealed Bids from reputed and financially sound agencies/bidders for providing outsourced of manpower deployment in PII at Coonoor in a two-bid system taking into account the following conditions:

- 1) PII, Coonoor has initial requirement of manpower as detailed in "Section-C" (Initial requirement of manpower) of the tender document. The requirement of PII is only indicative and may further increase or decrease during the period of contract depending upon the exigency of work.
- 2) The remunerations are indicated in "Section-C". The contract will be initially for a period of one year and is likely to commence from the date of deployment of manpower after completing pre-deployment formalities listed in the tender document which may be extended for a further period depending upon the requirement of manpower, administrative convenience of PII and performance of the Agency.

A . LIABILITIES, CONTROL ETC OF THE PERSONS DEPLOYED.

1. The successful agency/bidder shall ensure that the individual manpower deployed in PII, conforms to the technical specification of education and skill prescribed in "Section-C" of the Tender Document. The technical knowledge of the listed candidates shall be evaluated by PII, Coonoor before deployment.
2. The successful agency/bidder shall furnish the following documents in respect of the individual manpower who will be deployed by it in the PII before the commencement of work:
 - a. List of persons going to be deployed.
 - b. Copy of Appointment letter and Bio-data of persons along with the certificates in respect of educational/professional qualifications and service certificate.
 - c. Attested copy of matriculation certificate containing date of birth.
 - d. Certificate of verification of antecedents of person by local police authority.
 - e. Copy of proof of identity like driving licence, bank account details, proof of residence, Aadhar card, PAN card and recent 2 photographs of the personnel to be deployed by the agency in PII.
 - f. EPF number should be provided, if already enrolled in EPF/ESI.
3. The successful agency/bidder shall ensure that the personnel deployed are medically fit and fitness certificate shall be provided within 15 days from the date of joining. The agency/bidder shall withdraw such employees who are not found suitable by this Institute for any reasons immediately on receipt of such a request.
4. The successful agency/bidder shall be responsible for proper conduct of his/her/their personnel in PII, Coonoor office premises. In case of any damage/loss/theft etc., to the property of PII, which is caused by the personnel deployed by the agency, the agency will either be liable to make good the loss on the basis of the value of the

property as determined by PII or the same could be recovered from the performance security, monthly payments, due to the agency.

5. The personnel deputed to PII, Coonor by the successful agency/bidder should be polite, cordial, positive, efficient and effective while handling the assigned work. In case, the person employed by the successful agency/bidder commit any act of omission/commission that amounts to misconduct/ indiscipline/incompetence, the successful agency will be liable to take disciplinary action against such persons, including their removal from the work, if required by the PII.
6. It shall be the sole responsibility of the Agency to prevent any unlawful assembly, strike, dharna or demonstration by the persons deployed by the Agency, inside the campus. The Agency shall immediately withdraw all such persons from engagement in this Institute.
7. The successful agency/bidder has to provide photo identity cards to the persons employed by him/her for carrying out the work. These cards are to constantly displayed & their loss reported immediately.
8. Working hours would be normally 8 hours including 1 hour lunch break. However, in exigencies of work they may be required to sit late and the person (s) may be called on Second Saturday, Sunday and other Gazetted holidays, if required.
9. It shall be the sole responsibility of the Agency to ensure that the workers deployed shall behave properly at all times with all Officers, Officials, and staffs of this Institute. Any disobedience, misbehaviour, indiscipline, use of abusive language, shouting of slogans etc., shall entitle immediate removal of the person from the PII by the Agency. Such persons shall not be permitted to enter this Institute.
10. The personnel deputed to PII shall not be changed by the agency all of a sudden unless there is a specific request from PII in writing.
11. The service provider shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
12. It will be the responsibility of the successful agency/bidder to meet transportation, medical and other requirements in respect of the persons deployed in PII and PII will have no liabilities in this regard.
13. The successful agency/bidder shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative/organizational matters as all are confidential/secret in nature.
14. The persons deputed shall not be below the age of 20 years and they shall not interfere with the duties of the employees of this Institute.

15. For all intents and purposes, the successful agency/bidder shall be the 'employer' within the meaning of different labour legislation in respect of manpower so deployed in the PII. The persons deployed by the agency/bidder in PII shall not have claims of any employer and employee relationship against PII.
16. The successful agency/bidder shall be solely responsible for the redressal of grievance/resolution of dispute relating to persons deployed. The PII shall in no way be responsible for settlement of such issues whatsoever.
17. The PII shall not be responsible for any financial loss or any injury to any person deployed by service providing agency/bidder in the course of their performing the functions/duties or for payment towards any compensation.
18. The persons deployed by the successful agency/bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the PII during the currency or after expiry of the contract.
19. In case of termination of the contract on its expiry or otherwise, the persons deployed by the successful agency/bidder shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in the PII.

B. LEGAL:

1. The successful agency/bidder shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc., in respect of the persons deployed by it in the PII.
2. Every manpower shall be given a weekly holiday normally on Sunday, in accordance with the provision of minimum wages (Central) rules 1960, as amended from time to time, irrespective of whether such manpower is governed by the minimum wages act or not. Where the minimum wages prescribed by the Government, under the minimum wages act, are not inclusive of the wages for the weekly day of rest, the manpower shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days (45 Hours in the case of 5 days week).
3. Where a contractor is permitted by the officer to allow a manpower to work on a normal week holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such manpower for the work performed on the normal weekly holiday at the overtime rate.
4. PII, apart from the remuneration, will bear and pay the statutory obligation charges towards ESI, EPF and Bonus, if any, to the contracting agency, as applicable by the prevailing law from time to time.
5. The successful agency/bidder shall also be liable for depositing all taxes, statutory obligation, levies, cess etc., on account of services rendered by the bidder to PII to

concerned tax, ESI, EPF authorities from time to time as per extant rules and regulations on the matter. In case, the successful agency/bidder fails to comply with the statutory/taxation liabilities under appropriate law, and as a result thereof, the PII is put to any loss/obligation, monetary or otherwise, the PII will deduct the same from the monthly bills and/or the performance security of the agency/bidder, the extent of the loss or obligation in monetary terms.

6. The successful agency/bidder shall maintain all statutory registers under the law. The agency shall produce the same, on demand to the concerned authority of the PII or any other authority under law.
7. The tax deduction at source (TDS) & GST shall be made as per the provisions of Income Tax / GST Act and a certificate to this effect shall be provided to the agency by the PII.
8. The remuneration of the deployed staff must be credited to their bank account by the successful agency/bidder latest by 7th of every month. A penalty of Rs.500/- per day shall be imposed on the agency for failure to meet this deadline.
9. The successful agency/bidder shall present the bills for reimbursement of the remuneration latest by 2nd of every month so that the same can be processed in PII at the earliest. However, the deadline of payment of remuneration to the persons deployed by the agency shall not be altered by the agency even if payment is not received or delayed from PII.

C. TECHNICAL REQUIREMENT OF MANPOWER TO BE DEPLOYED

The qualification(s) required for personnel to be deployed by successful agency/ bidder and the number of personnel at each level in PII is given below. Being the initial requirement, the number may vary as per exigencies:-

| Category of Manpower | Minimum Educational Qualification(s) | No. of personnel required | Remuneration in Rupees per month per person (consolidated) | Minimum Years of Experience |
|-------------------------------|--|----------------------------------|---|------------------------------------|
| Medical Officer | M.B.B.S., | 1 | 45,000.00 | 1 |
| Veterinary Assistant Surgeon | B.V.Sc., | 1 | 45,000.00 | 1 |
| Consultant (Admn. & Accounts) | Retired Assistant Accounts Officer and above in Central Govt. /Autonomous organisation | 1 | 30,000.00 | 3 |
| Highly Skilled Engineers | Degree in Electrical/ Electrical & Electronics Engineering | 2 | 30,000.00 | 3 |
| | Degree in Mechanical/Mechatronics Engineering | 2 | 30,000.00 | 3 |
| | Degree in Instrumentation/Bio-medical Engineering | 1 | 30,000.00 | 3 |
| | Degree in Information Technology /Computer Science Engineering | 1 | 30,000.00 | 3 |
| | Degree in Civil Engineering | 1 | 30,000.00 | 3 |
| Highly Skilled Science | M.Sc./B.Tech./M.Tech./M.V.Sc., (Biotechnology/ Microbiology/ Clinical Microbiology/ Industrial Microbiology/ Medical Microbiology/ Bio Chemistry/ B.Pharm/ M.Pharm/ Life sciences) | 56 | 26,000.00 | 1 |
| Skilled Engineers | Diploma/B.E. in Electrical/Electrical & Electronics Engineering | 3 | 22,000.00 | 1 |
| | Diploma/B.E. in Mechanical/Mechatronics Engineering | 3 | 22,000.00 | 1 |
| | Diploma/B.E.in Instrumentation Engineering | 2 | 22,000.00 | 1 |
| | Diploma/B.E. in Biomedical Engineering | 1 | 22,000.00 | 1 |
| | Diploma/B.E. in Information Technology/ Computer Science | 1 | 22,000.00 | 1 |
| | Diploma/B.E. in Civil Engineering | 1 | 22,000.00 | 1 |
| | Diploma/B.E. in Fire & Industrial Safety Management | 1 | 22,000.00 | 1 |
| Skilled Clerical | Degree with Material Management | 2 | 20,000.00 | 1 |
| | Degree with Typing and Computer Knowledge | 9 | 20,000.00 | 1 |
| Nursing Staff | Completed Staff Nurse course | 1 | 20,000.00 | 1 |
| Unskilled | Minimum 8th Standard passed | 58 | 14,900.00 | N.A. |
| TOTAL | | 148 | | |

The remuneration is for 8 hours, excluding lunch break of 60 minutes.

Statutory charges like EPF and ESIC, wherever applicable from employer side, are excluded in the present remuneration mentioned above.

INSTRUCTION TO BIDDERS AND GENERAL TERMS & CONDITIONS

I. GENERAL TERMS

1. The tender should be submitted in sealed Two-Bid system. Cover I should contain “Technical Bid”, “Demand Draft of Tender fee for Rs.5000/- (non-refundable)” & “Demand Draft of Bid Security” and Cover-II should contain “Financial Bid”. Both the covers should be kept in one Sealed Cover.
2. The completely filled bid documents, duly sealed, should be addressed to “The Director, Pasteur Institute of India, Coonoor and should reach on or before 3:00 pm at 09.12.2020 by Registered Post, Speed Post or by hand at reception Counter at the above mentioned address duly superscribed on the top of the envelope as **“Bid for Hiring of Outsourced Manpower Services in Pasteur Institute of India, Coonoor”**.”
3. The Tender Documents shall be treated as ‘confidential’.
4. Bid shall be submitted with a forwarding letter on letter head of the bidder/agency duly signed and stamped by authorised signatory on each page to ensure the compliance of scope, services and general terms and conditions of the tender under reference.
5. Technical Bid should be submitted by the bidder strictly as per Bidder eligibility criteria with documentary evidence prescribed.
6. No overwriting, corrections and cutting in the Financial Bid format is permitted. All entries in the bid/tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory may be attached.
7. Each page of the tender document should be signed and stamped by authorised signatory.
8. Service Charge rates should be quoted; otherwise the bid shall be rejected. Rates should be quoted, both in Figures & Words, inclusive of all taxes. The rates in words will be considered as final.
9. PII also reserves the right to modify/relax any of the terms & conditions of the tender.
10. Pre-Bid inspection/Survey: The bidder may visit PII to have an understanding of the requirements during working hours of PII.
11. The selected bidder shall undertake to abide sincerely by all rules, regulations and

laws of land for their responsibilities to provide the outsourced manpower and shall agree to keep itself liable and responsible for any such violation directly to their responsibilities for the contract.

12. PII may renew the contract for a further period on the same terms and conditions depending upon the requirement of manpower, administrative convenience of PII and performance of the agency.
13. PII shall not be responsible for postal or any other delays. Bids received in an envelope that is damaged/torn or merely stapled will be summarily rejected.
14. Bids once submitted shall not be allowed to be withdrawn. Any default after acceptance of bid shall be deemed to be non-compliance of the terms of contract and would be liable to forfeiture of Bid Security and cancellation of contract.
15. Bidders/authorised representative duly authorised in writing on letter head are requested to be present at the time of opening of the bids. If the date of tender opening, by any chance happens to be a holiday, the tender will be opened on the next working day at the stipulated time.
16. PII, however, reserves the right to terminate/curtail/cancel the contract at any time after giving one week's notice to the Agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, etc. In such case successful bidder will not be entitled to any kind of compensation.
17. Once the rates / service charges are finalised, no increase will be considered in the rates / service charges quoted by the agency in any case during the period of contract.
18. PII will not pay any deposits or advance to the agency.
19. PII reserves the right to reject any or all the tenders or accept them in part or to reject lowest tender.
20. DD in favour of Director, PII, Coonoor shall be submitted for Tender EMD cost, failing which, the bid will be rejected.
21. The successful bidder may also opt for premature cancellation of the contract by giving 45 days notice in writing. If contract is cancelled without any notice, PII reserves the right to forfeit the EMD/PG of the successful bidder.
22. The successful agency/bidder shall not be allowed to transfer, assign, pledge or sub-contract its right and liabilities under the contract to any other agency without prior intimation and acceptance of PIIC.
23. The successful bidder should not obtain any service charges / consultancy charges or any form of fee from the employees deployed at PIIC. If the authorities came to know about such activities, appropriate action will be taken. The contract may be terminated with immediate effect.

24. The bidder will be bound by the details furnished by him/her/them to the PII while submitting the tender/bid or at subsequent stage. In case such documents furnished by the bidder or successful bidder are found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her/them liable for legal action besides termination of contract.
25. PIIC reserves the right to reject any or all the tenders at any stage or accept them in part or reject the lowest tender without assigning any reason thereof and the decision of the Institute in this respect shall be final. This Institute reserves the right to cancel the tender process at any stage without assigning any reason.
26. The performance shall be reviewed periodically and the contract is liable for termination in the event of non satisfactory performance.
27. In case of failure to carry out the services to the satisfaction of PIIC as per the terms and conditions, the Institute will be free to get services done by any other agency at the cost and risk of the service provider.

II. ELIGIBILITY OF BIDDERS

1. The bidders shall be company, registered under Indian Companies Act, 1956/2013 or partnership firm registered under the Indian Partnership Act or Proprietary concern. Self-attested documentary proof should be provided.
2. The bidder shall have at least three years experience of deployment of different categories of manpower in Ministry/Departments of Govt. of India/Central PSUs/Nationalised Bank/State Govt. Departments/Autonomous/Statutory Bodies/corporations. The copy of the experience certificate/work order issued by the respective office should be provided.
3. The average annual turnover of the company/firm/agency should not be less than **rupees Fifty crores on each year for the last three financial years**. Copies of self-attested audited profit & loss account/income & expenditure account and balance sheets during the financial year 2017-18, 2018-19 & 2019-20 should be provided.
4. The Bidder should have accounted a minimum annual turnover of **Rs.4.5 crores (Rupees four crores and fifty Lakhs only)** from outsourcing of manpower on contract basis in the past three years continuously.
5. The bidder shall have its own bank account. A self-attested bank account statement for the last six months should be provided.
6. The bidder shall have office of the company/firm/agency in the Tamilnadu. A self-attested documentary proof should be provided.
7. The bidder shall furnish signed declaration indicating that they have carefully read the terms and conditions of the Tender and accepted all the provisions of the Tender

Document.

8. The bidder shall furnish signed declaration indicating that they have not been blacklisted/debarred by the Ministries /Departments of Govt. of India/Central PSUs/Nationalised Banks/ State Govt. Departments/Autonomous Bodies/ Statutory Bodies/Corporations for the last two years and there is no litigation with any Government Department on account of similar services.
9. The tenderer/bidders are required to enclose attested photocopies of the documents listed below in this tender document, along with the “Technical Bid”, failing which the bids shall be summarily rejected and will not be considered any further.

I. AWARD OF BIDDERS

TECHNICAL EVALUATION CRITERIA

1. At the first stage, the Technical Bids will be opened in the presence of Bidders, **who may like to be present** on 09.12.2020 at 03.30 p.m in Administrative section of PII, Coonoor. The bids of both the bidders who are present and not present will be considered and evaluated.
2. A Committee duly constituted by the Competent Authority would evaluate the Technical bids submitted by the Bidders.
3. Prior to detailed evaluation, the Institute will determine the substantial responsiveness of each bid to the tender document. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding/tender document and is without any material defects and deviations. Deviations from, or objections or reservations to critical provisions such as those concerning qualification/eligibility criteria, availability of facilities and amenities as needed, availability of government/statutory approvals and clearances, ready and explicit willingness to accept and honor the terms and conditions of contract etc. will be deemed to be material deviations.
4. If a bid is not substantially responsive, it will be rejected by the Institute and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
5. Only those Bidders whose technical bids have been found to be substantially responsive would be evaluated further.
6. The bidder must fulfill the following technical criteria/attach the following required certificates in order to be eligible for financial evaluation and compliance of bid described in the tender document.
 - a) A Self Attested copy of
 - i) **Registration Certificate under the Companies Act, 2013** or partnership firm registered under Indian Partnership Act or Proprietary Concern.

- ii) **Registration Certificate under Contact Labour** (Regulation & Abolition) Act, 1972.
 - iii) Copy of **PAN** number.
 - iv) Copy of the **latest IT Returns** filed for the last six months with the Income Tax Department.
 - v) Copy of **EPF Registration** certificate.
 - vi) Copy of **ESI Registration** certificate.
 - vii) Copy of the **Service Tax/GST Registration** certificate and **GSTR 3-B** for the last Six months.
 - viii) Copy of **TIN** number.
 - ix) Copy of **turnover statement** for the last three years.
 - x) **Bank account statement** for the last six months.
- b) The bidder should have at least three years experience of deployment of different category of manpower in Ministry/Department of Govt. of India/Central PSUS/Nationalised Banks/State Government Department /Autonomous bodies/Statutory Bodies/Corporations. A copy of the experience certificate/ work order issued by the respective office should be provided.
- c) The average annual turnover of the company/firm/agency should not be less than **rupees Fifty crores on each year for the last three financial years**. Copies of self-attested audited profit & loss account/income & expenditure account and balance sheets during the financial year 2017-18, 2018-19 & 2019-20 should be provided.
- d) The Bidder should have accounted a minimum annual turnover of **Rs.4.5 crores (Rupees four crores and fifty Lakhs only)** from outsourcing of manpower on contract basis in the past three years continuously.

FINANCIAL EVALUATION CRITERIA

1. The financial bid of only technically qualified bidders/tenderers will be opened at a later stage. The scheduled time and venue for opening the financial bids will be communicated only to the successful bidders / tenderers.
2. The evaluation of technical bid will be done by considering the parameters listed in section "Technical Evaluation Criteria" and in **Annexure-II** (Technical Bid Document).
3. The bidders score will be determined on the basis of lowest Service/Agency Charges, (arrived on the basis of comparison of financial quote of all the bidders).
4. **The bidders, who quote unrealistic rate of service charges i.e., 0% shall be debarred for further consideration.** The bidder shall quote percentage upto 2 decimal points. If the bidders quote percentage with more than 2 decimal points, then upto two decimal points only be considered without rounding up.
5. The Bidder should quote the Service charge in the Financial bid in figures as well as in words.

6. In case two or more bidders offer same percentage of service charges, then the bidder having highest turnover will be considered as L1.
7. The rates in the financial bid should be strictly as per **Annexure-III**.
8. Tenders with revised/modified rates/offer after opening of the tenders shall be summarily rejected and the entire Bid Security submitted with the tender shall be forfeited.
9. The tender is not transferable under any circumstances.

IV. ISSUE OF LETTER OF INTENT

1. The issue of letter of intent shall constitute the intention of PII to place the work order with the successful agency/bidder.
2. The bidder shall give his/her acceptance within two weeks of issue of letter of intent along with Performance Security/ Bank Guarantee as mentioned in bid document.
3. The bidder shall also have to sign a service level agreement on Rs.100 non judicial stamp paper in the prescribed format to safeguard the interest of PII.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY/ BIDDER BEFORE DEPLOYMENT OF MANPOWER

1. List of manpower shortlisted by the agency for deployment containing full details i.e., name, father's name, mother's name, date of birth, residential and permanent address.
2. Bio-data of all persons along with the supporting documents in respect of age, qualification, professional qualification and experience etc.
3. Copies of proof of identity like driving licence, bank account details, and proof of residence and recent size of photograph of the personnel proposed to be deployed in PII by the agency.
4. Performance Security Value of Rs. 20,00,000/- (Rupees Twenty Lakhs only) in the form of FDR issued by a Nationalised Bank in favour of "Director, Pasteur Institute of India, Coonoor". Performance Security should remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the bidder.

V. VALIDITY OF QUOTATION:

Bid validity should be 60 days from the specified date of closing.

VI. PAYMENT TERMS

1. The successful bidder shall submit the monthly bills in triplicate enclosing the

certificates as mentioned in succeeding para for payment.

- (a) Acknowledgement of receipt of wages by personnel deployed duly indicating the earnings, deductions towards PF and ESI.
 - (b) Copies of deposit of PF, ESI, Taxes and applicable from time to time. PII may ask for producing the originals of any documents for verification.
 - (c) Bank Statement showing debits from awarding agency's bank account towards payment of wages to its personnel deployed at PII.
2. The TDS shall be made as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided by PII to the agency.
 3. GST shall be made as per Section 51 of CGST/SGST Act 2017 read with the Notification no.50/2018-Central Tax dated 13.09.2018 issued by CBIC, 2% TDS under GST will be deducted.
 4. First payment shall be released after furnishing Performance Security / Bank Guarantee.
 5. The successful bidder shall make regular and full payment of remunerations as due to its personnel under service contract with **salary slips as per Annexure—X and furnish necessary proof whenever required. The payment of personnel by the agency should be made on or before 7th day of every month.**
 6. **The successful bidder will ensure the remittance of remunerations to the personnel deployed by them in PII by directly transferring into their respective Bank Accounts.**
 7. The proof of challan/receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bills will not be processed.
 8. Proof of Taxes as applicable viz. GST, IT from time to time deposited with the concerned Government agencies shall be submitted with the bill.
 9. In case PII receives any complaint(s) regarding non-payment of salaries to the personnel deployed with it, the amount to the employee will be recovered from the bills of agency and paid to such personnel.

VII. BID SECURITY /PERFORMANCE SECURITY/BANK GUARANTEE

EMD of Rs.8,00,000/- (Rupees Eight Lakhs only) in the form of Demand Draft in favour of "Director, Pasteur Institute of India, Coonoor from any commercial bank should be submitted (except those who are registered with the Central Purchase Organisation, National Small Industries Corporation) along with "Technical Bid". Demand Draft should be dated on/after the date of publication of the tender.

EMD of unsuccessful bidders will be refunded after finalisation of bids.

Successful bidder has to submit Performance Security Value for an amount of Rs. 20,00,000/- (Rupees Twenty Lakhs only) in the form of fixed deposit of a nationalised bank in favour of "Director, Pasteur Institute of India, Coonoor" within 15 days of time from the award of the offer, which should be valid for a period of 60 days beyond the completion of the contractual obligations by the bidder. Failure on that part the offer will be cancelled. In case, the contract is further extended beyond the initial period, the Performance Security will have to be accordingly renewed by the agency. The same will be returned after the completion of contract without interest.

The EMD of successful bidder will be returned only after deposit of performance security.

VIII. The successful bidder will be required to execute a service level agreement as per Annexure VII with PII within the period specified in the Letter of Intent/work order on Rs.100/- non-judicial stamp paper.

IX. FORFEITURE OF BID SECURITY/ PERFORMANCE SECURITY / BANK GUARANTEE

1. If the successful bidder/agency refuses/fails to accept Letter of Intent (LOI)/Work order issued by PII or the work assigned to the agency/bidder are not done as per the scope of work/schedule of requirement, Bid Security/ Security Deposit will be forfeited and the bidder will not be entertained for any tenders that may be published in future by PII.
2. If the bidder withdraws tender before/after finalisation of the tender, Bid Security will be forfeited.
3. If the contract is terminated by PII due to poor performance/ violation(s) of any clause(s) of the agreement or for any bad act of selected bidder, Bid Security will be forfeited.
4. In case of unreasonable price quoted by the bidder for disrupting the tender process, Bid Security of such bidder will be forfeited.
5. In case the successful agency fails to enter into the agreement with PII within the specified date mentioned in the letter of intent/work order, the Bid Security /security deposited by such agency shall stand forfeited without giving any further notice.

X. REJECTION OF THE BID

1. The bidder is expected to examine all instructions, formats, terms and conditions, and scope of work in the bid document. Failure to furnish complete information or false information/documents shall result in rejection of bid.
2. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of PII, Coonoor shall be final.

3. After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
4. No prices are to be indicated in the Technical Bid and if the prices are mentioned in the "Technical Bid" it may lead to rejection of the bid.
5. If bids are not submitted as per two bid system, they will be summarily rejected.
6. Bids without proper cost and Bid Security money will be summarily rejected.
7. The bids received after specified date and time shall not be considered.
8. The bids received through Fax/email or any other mode other than specified in the tender document shall not be considered.
9. Conditional bids shall not be considered and will be out rightly rejected on the very first instance.

XI. SERVICE DELIVERY

Service Commencement shall be within 15 days from the date of Letter of Intent/Work Order/Contract. If the service conditions as per the Contract are not met, the Contractor will be blacklisted and will not be considered for any future proposals.

XII. LIQUIDATED DAMAGES

1. The successful agency/bidder shall replace immediately any of its personnel who are found unacceptable to PII because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the PII. The delay in providing a substitute beyond five working days would attract a penalty Rs.2000/- per day on the service providing agency. In case of more than 15 days delay, PII may in its discretion terminate the contract.
2. The successful agency/bidder shall immediately provide a substitute in the event of any persons leaving the job due to his/her personal reasons. The delay in providing a substitute beyond five working days would attract a penalty Rs.2000/- per day on the service providing agency. In case of more than 15 days, PII may in its discretion terminate the contract.

XIII. CLARIFICATION OF BIDS

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

XIV. CANCELLATION BY DEFAULT

PII may, without prejudice to any other remedy for breach of work order, by written notice of default sent to bidder, cancel the work order in whole or part:

- I. If the bidder/agency fails to provide services within the time period specified in the work order.
- II. If the bidders/agency fails to perform any other obligations under the work order.
- III. Any form of malpractices.
- IV. If the agency collects any form of fee as service charges / consultancy charges from the employee the contract shall be cancelled with immediate effect.

XV. BLACKLISTING

Company/firm blacklisted by Govt./PSU/Corporate Organisation are not eligible to participate in the bidding process. If at any stage of bidding process or during the currency of work order, such information comes to the knowledge of PII, PII shall have right to reject the bid or cancel the work order, as the case may be, without any compensation to the bidder. The bidders have to submit an undertaking to the effect that they have not been blacklisted for the past 3 years by any Govt./PSU/Corporate organisation.

XVI. JURISDICTION FOR DISPUTE REDRESSAL

All disputes or differences whatsoever arising between the parties out of or relating to the meaning and operation of effect of the work order or the breach thereof shall be subject to Courts at Coonoor, The Nilgiris.

XVII. FORCE MAJEURE

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, pandemics, strikes and quarantine restrictions by acts of God, (herein after referred to as eventualities) then, provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such non-performance or delay in performance. Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end.

XVIII. DISCLAIMER

Even though adequate care has been taken in the preparation of this Tender Schedule the Bidder should satisfy himself that the Schedule is complete in all respects.

PIIC and their employees do not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Schedule and it is not possible for this Institute to consider the investment objective, financial situation and particular needs of each party who reads or uses the Tenders Schedule. Certain prospective Bidders may have a better knowledge of the scope of work than others. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in the Tender Schedule and obtain independence advice from appropriate sources.

The Director, PIIC reserves the right to change any or all of the provisions of this request for Proposal. Such changes would be intimated to all parties procuring this request for Proposal.

The Director, PIIC reserves the right to reject any or all the Bids submitted in response to this request for Proposal at any stage without assigning any reasons whatsoever.

Dr. S. Sivakumar
Director

BID FORM

Tender No: PII/ADMN/TENDER/2020/

Dated: 11.11.2020

To

The Director,
Pasteur Institute of India,
Coonoor – 643 103,
The Nilgiris.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to undertake the work of **hiring of outsourced manpower services for Pasteur Institute of India, Coonoor** in conformity with the schedule of works, conditions of contract attached herewith and made part of this Bid.

2. We undertake if our Bid is accepted, we will execute the work/ services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum (together with Bid Security /EMD) @ Rs.20,00,000/- for the due performance of the contract.

4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. We understand that you are not bound to accept the lowest or any bid, you may receive.

7. We have enclosed herewith a DD/Bank Guarantee for a sum of Rs.8,00,000/- Towards Bid security EMD.

EMD particulars D.D. No. Dated
(Bid Security)

Name of the Bank: Branch:

Dated thisday of..... (the year)

Signature of Authorized Signatory.....

In capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Signature.....

Address.....

TECHNICAL BID DOCUMENT

| | | |
|-----|--|-----------------------|
| 1. | Name of Agency / firm | |
| 2. | Profile of the Agency/ firm | |
| 3. | Name of Proprietor/Director of the agency | |
| 4. | Full address of registered office | |
| (a) | Telephone No. | |
| (b) | Fax No. | |
| (c) | Mobile No. | |
| (d) | e-mail address | |
| 5. | Correspondence address of office | |
| 6. | Full address of branch | |
| 7. | Banker of Agency with its full address (Attach self-attested copy of Bank A/c for the last six months issued by the banker and telephone no. of banker. | |
| 8. | Registration No. of the Agency (as per (a) in Technical Evaluation Criteria) | |
| 9. | PAN/TIN No. of the agency (Attach attested copy of PAN/TIN Card of the Agency) | |
| 10. | Service Tax Registration No. (Attach attested copy of the Registration Certificate) | |
| 11. | EPF Registration No.(Attach self-attested copy of the Registration Certificate). | |
| 12. | ESI Registration No. (Attach self-attested copy of the Registration Certificate) | |
| 13. | Financial turnover of the agency for the financial year 2017-18, 2018-19, 2019-20 (copy of the IT returns filed in respect thereof and a copy of the turnover statement for the above three financial years separately, duly certified by the Chartered Accountant, to be attached in the following format): | |
| | Financial Year | Amount (Rs. in lakhs) |
| | 2017-2018 | |
| | 2018-2019 | |
| | 2019-2020 | |
| 14. | Details of major contracts with Central Government /State Government/PSU/Reputed Private Firms handled by the tendering agency/bidder for providing manpower during the last two years (in the following format (attested copies of the last two years experience certificate/work award may be enclosed. | |

| S. No | Details of clients along with address telephone and fax no. & email address | Amount of contract (monthly / Rs in lakhs) | Duration of contract | Name of contract/ type of manpower provided | No. Of persons deployed |
|-------|---|--|----------------------|---|-------------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |

(If the space provided is insufficient, a separate sheet may be attached)

Declaration

I _____ son/daughter/wife of Shri/Smt. _____ Proprietor/Director/Authorised signatory of the agency mentioned above is competent to sign this declaration and execute this tender document.

I have carefully read and understood all the terms and conditions laid down in the tender and undertake to abide by them.

The information/documents furnished along with the above bid/application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender/bid at any stage besides liabilities towards prosecution under appropriate law.

(Signature of the authorised person)

Name _____

Date _____

Place _____

Official seal

FINANCIAL BID DOCUMENT

PII has worked out the requirement (in Section 'C' of the tender document) to be deployed in its office at PII, Coonoor.

The successful bidder is required to pay the remuneration, as fixed by PII, on monthly basis to each of the personnel, after deduction of employee share of contribution towards ESI, EPF etc., wherever applicable, deployed in PII during the contract period.

PII will bear the expenses towards employer contribution in respect of ESI, EPF and taxes, as per Rules applicable from time to time.

The agency is required to submit the financial bid in the following format only:

| Description of services | Rates of Services/Agency charges in percentage (%) (upto two decimal point only) to be charged on total remuneration excluding ESI, EPF and taxes as applicable from time to time. |
|--|--|
| Providing manpower of various categories based on the requirement of tender document on the monthly remuneration fixed by the PII. | |

The bidders who quote unrealistic rate of service charges i.e. '0%' shall be debarred for further consideration. If the bidders quote percentage with more than two decimal points, then **upto two decimal points only be considered without rounding up**. The Bidder should quote the **Service charge in figures as well as in words**.

The bidders are required to quote only service/agency charge which represents administrative/management charges/overheads/other costs.

Signature & Seal of the bidder with date

CERTIFICATE

DECLARATION FOR NON TEMPERING OF TENDER DOCUMENT

I / We /Proprietor/ Partner(s)/ Director(s) of M/s_____, hereby declare that I /We have not tampered the tender document issued vide TENDER No. PII/ADMN/TENDER/2020/1 dated 11.11.2020, which is downloaded from the website www.pasteurinstituteindia.com & <http://www.eprucure.gov.in>.

Signature

Name

Name & address of the firm:

.....

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

CERTIFICATE

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING

**FROM TAKING PART IN GOVT. TENDER BY PII, Coonoor /GOVT. DEPT
(To be executed on Rs. 10/- stamp paper & attested by Public Notary/Executive Magistrate by the bidder)**

I / We Proprietor / Partner (s) / Director (s) of M/s.....hereby declare that the firm/company namely M/shas not been blacklisted or debarred in the past by Pasteur Institute of India, Coonoor or any other Government organization from taking part in Government tenders.

Or

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

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by Pasteur Institute of India, Coonoor and EMD/SD shall be forfeited.

In addition to the above Pasteur Institute of India, Coonoor will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....
Name.....
Capacity in which as signed:
Name & address of the firm:
.....

Seal of the firm should be affixed.

Dated:

Signature of Bidder with seal.

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

CERTIFICATE

(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)

“I..... (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website” <http://www.pasteur institute india.com> & <http://www.eprocure.gov.in> and no addition / deletion / correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs. _____ towards the cost of tender document along with the EMD.

Place : Signature of tenderer/Authorized Signatory

Date : Name of the Tenderer Seal of the Tenderer

**DECLARATION
(FOR EPF & Misc provisions Act 1952)**

I (name of the contractor/agency) hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorize TERM UPW to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labour, EPF, ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

Place : Signature of tenderer/Authorized Signatory

Date : Name of the Tenderer Seal of the Tenderer

CERTIFICATE

PRE RECEIPT FOR REFUND OF EARNEST MONEY

Received with thanks from The Director, Pasteur Institute of India, Coonoor a sum of Rs...../- (Rs. Only), towards refund of Earnest Money Deposit paid in respect of Tender for “hiring of outsourced manpower services for Pasteur Institute of India, Coonoor”.

Date:

Signature of Bidder
(On one rupee revenue stamp)

Place:

(Note: Earnest Money will be returned to unsuccessful Bidder only after finalization/completion of the tender)

Name & Address: _____

CERTIFICATE

LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE

To

The Director,
Pasteur Institute of India,
Coonoor – 643 103.

(Must be submitted to The Director, Pasteur Institute of India, Coonoor on or before date of bid opening)

Sub: Authorisation for attending the office on _____(date) in the

Tender of _____

Following person is authorised to attend the office for the tender mentioned above on behalf of _____(Bidder).

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorisation as prescribed above is not received.)

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

| | |
|---------------------------|--|
| Pay Slip for the month of | |
| Employee Number | |
| Designation | |
| ESI Number | |
| EPF Number | |
| Bank Account Number | |
| Monthly Wages | |
| Deduction towards ESI | |
| Deduction towards EPF | |
| Total Deduction | |
| Net pay in Hand | |

PROFORMA FOR BANK GUARANTEE

To

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder" has submitted its BID dated _____ (Date) for the supply of (Name of Contract and/ or description of the goods) _____ (hereinafter called "the BID") in favour of _____ (hereinafter called the " Client ");

KNOW ALL MEN by these presents that we, _____ Bank, having its Registered Office at _____ (address of bank) (hereinafter called "the Bank") are bound unto _____ (name of the Client) for the sum of Rs _____ (Rupees _____ only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents; Sealed with the common seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

- 1) If the Bidder withdraws its BID during the period of BID validity specified in the BID Form; or Does not accept the correction of errors in accordance with the bidding documents;
- 2) If the Bidder having been notified of the acceptance of his BID by the Client during the period of BID validity;
 - a) Fails or refuses to execute the contract, if required; or
 - b) Fails or refuses to furnish the Bank Guarantee or Performance Security, in accordance with of Terms and Conditions of this BID.

We undertake to pay to the Client up to the above amount upon receipt of his first written demand without the Client having to substantiate his demand, provided that in his demand the Client will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein, our liability under this Bank Guarantee shall not exceed Rs _____ (Rupees _____ only).

Bank Guarantee should be in favour of 'The Director, Pasteur Institute of India, Coonoor Account No.10490100001689, Bank of Baroda, Coonoor IFSC Code: BARBOCOONOO (5th character is zero)

The Bank Guarantee is valid upto _____ and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of the Guarantee as found under clause (ii) above plus claim period)

Dated _____ day of _____ 20_____ .

SEAL & SIGNATURE OF THE BANK

CHECK LIST

| S.No | Particulars | Yes | No |
|------|--|-----|----|
| 1. | Copy of original tender document downloaded from PIIC website. | | |
| 2. | Demand Draft towards Tender Processing fee | | |
| 3. | Demand Draft towards EMD | | |
| 4. | Registration Certificate under the Companies Act, 2013 or partnership firm registered under Indian Partnership Act or Proprietary concern. | | |
| 5. | Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1972. | | |
| 6. | Copy of PAN number. | | |
| 7. | Copy of the latest IT Returns filed with the Income Tax Department. | | |
| 8. | Copy of EPF Registration certificate. | | |
| 9. | Copy of ESI Registration certificate. | | |
| 10. | Copy of the Service tax / GST Registration certificate and GSTR 3-B for the last Six months. | | |
| 11. | Copy of TIN Number. | | |
| 12. | Copy of the Turnover Statement for the last three years. | | |
| 13. | Bank Account statement for the last six months. | | |
| 14. | Copies of self attested audited profit & loss account/income & expenditure account and balance sheets for three years. | | |
| 15. | Copy of relevant work orders for three years. | | |
| 16. | Copy of work completion certificate(s) | | |
| 17. | Copy of work satisfactory certificate(s) | | |
| 18. | Copy of Financial turnover certificate issued from Chartered Accountant with UDIN on his letter head. | | |
| | | | |

**SPECIMEN SERVICE LEVEL AGREEMENT FOR PROVIDING
OUTSOURCED STAFF SERVICES**

SERVICE LEVEL AGREEMENT (SLA) ENTERED INTO ON BY AND BETWEEN:

PASTEUR INSTITUTE OF INDIA, COONNOOR (hereinafter referred to as the "PII" of the one part).

AND

M/s _____ registered
under

_____ having its registered
office at _____ (hereinafter
referred to as the "CONTRACTOR" which expression shall unless repugnant to the
context or meaning thereof be deemed to include its successors and permitted assigns) of
the other part.

The PII and the CONTRACTOR are individually referred to as a "Party" and collectively
referred to as "Parties".

That WHEREAS the CONTRACTOR will deploy outsourced manpower at the aforesaid
location under PII, Coonoor in accordance with Tender No. _____
_____ date _____

at the rates quoted by the Contractor vide their financial bid in response to Tender
No. _____ date _____ as per all the terms and conditions given in the
aforesaid tender which shall become part and parcel of this agreement.

And WHEREAS the expenses and all charges shall be borne by CONTRACTOR and shall
be paid by PII on verification of bill submitted by Contractor.

And whereas CONTRACTOR shall pay the salary to its personnel deployed at PII as per
the structure agreed by PII.

And whereas CONTRACTOR shall abide by all the rules & regulations and directions of
PII and also indemnify PII, against all the risks, losses, claims, damages, on account of
supply of manpower.

The performance Security Bank Guarantee would be encashed by PII in case
CONTRACTOR fails to provide manpower and/or breaches terms & conditions of the
aforesaid document. This agreement is made for a period of one year from
_____ to _____.

In WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS _____ DAY OF _____.

Signed for and on behalf of
Pasteur Institute of India, Coonoor.

Signed for and on behalf of
CONTRACTOR

Name_____

Designation_____

Office Seal

Signature of the bidder with seal