



**icmr** **RMRCNE**  
INDIAN COUNCIL OF  
MEDICAL RESEARCH REGIONAL MEDICAL RESEARCH  
CENTRE, DIBRUGARH

आई सी एम आर - क्षेत्रीय आयुर्विज्ञान  
अनुसंधान केन्द्र  
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य और परिवार  
कल्याण मंत्रालय, भारत सरकार

ICMR - Regional Medical Research Centre  
NE Region  
Department of Health Research, Ministry of Health  
and Family Welfare, Government of India

A38011/2020-21-GAD-part-1/279

Date 14/10/2021

To

M/s. HRD commercial and industrial security force Pvt. Ltd.  
Badarpur, Karimganj, 788803 (Assam)

Sub: Letter of Intent to take up Contract Services to provider manpower-Reg.

Dear Sirs,

Reference Tender Notice No. ICMR\_RMRC\_NER\_2020\_21\_13. Dated 28.07.201

We are pleased to inform you that the approval of your quotation by the Director to provide manpower services to this Institute. This notice of Intent is to award the said contract in your favour subject to conditions specifically, to submit your willingness to the undersigned immediately on receipt of this notice to take up the said contract under the terms and conditions as enclosed. The exact date to take up the above work will be intimated once 'Memorandum of Agreement' is signed for providing the below mentioned manpower:

Sl. No	Particulars	Category	Qty.
1	Caretaker	Skilled	1
2	Senior Cook	Semi-skilled	2
3	Junior Cook	Un-Skilled	1
4	Waiter	Un-skilled	1
5	Housekeeping staff	Un-skilled	3

The wage + VDA & statutory payments are payable as per laws. However, Bonus under any circumstances is not payable.

Yours sincerely,

*K. C. Ramayya Dora*  
13.10.21

(K. C. RAMAYYA DORA)  
Administrative Officer

Encl: As above.

*for approval*

*Director*

*Approved*  
*Kamran Varani*  
13.10.21



A. GENERAL TERMS AND CONDITIONS: -

1. The service provider shall make payment to the staff provided by him. All payments are to be credited directly into the bank account of the employees / manpower by RTGS / any other agreed modus by 10<sup>th</sup> of every month. Any delay in payment will be penalized by Rs. 2000/- (Two thousand) only per day, EPF/ESI/all statutory dues/ taxes are to be deposited by 15<sup>th</sup> of succeeding month (or an earlier date if so specified by the statute). Payment Return and Challan will be presented to ICMR-RMRC, on presentment of which the amount will be reimbursed to the vendor.
2. The document that is in this tender is in English language and uploaded documents of vendor should also be English.
3. As per the requirement, the monthly payment of an employee can be changed by order of the Director at any time of the tender and also after awarding of tender to the vendor.
4. The vendor should cover his employees / establishment under EPF, Minimum Wages act, ESI and any other relevant statutory provisions in force as per laws / rules/currently notifications at his responsibility which will be subsequently reimbursed by ICMR-RMRC. Any penalties levies, fines, costs imposed due to late deposit, any other violation of Act / Rules etc will not be reimbursed by ICMR-RMRC. Also, ICMR will stand technically & statutorily identified against any costs imposed by any Court, Tribunal, Statutory Authority on Labour issues.
5. The Director shall be under no obligation in respect of the affairs of such staff and employees /manpower including their appointment, conduct, discipline, termination, wages etc. These issues will be the sole responsibility of the vendor.
6. The vendor shall ensure that staffs deployed by him are properly and neatly dressed and shall behave in a disciplined and polite manner while handling the assigned work and their actions shall promote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The service provider shall enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
7. ICMR-RMRC will provide the specification of uniform to the vendor including colour / material of uniform and types of shoes etc. the vendor shall ensure that all staff / manpower are attired in the same expect Caretaker / Senior Cook / Jr.Cook /Waiter and Housekeeping manpower. Every person in the above categories engaged by the vendor shall wear the prescribed uniform according to season (i.e. summer uniform in summer and winter uniform in winter season) and badge bearing his name and designation while on duty. The said uniform and badge shall be provided and maintenance by the vendor as its own cost.



8. The vendor shall furnish medical fitness certificate for all his employees issued by a qualified R.M.P. periodically once in 6 months.
9. The manpower supplied by agency should not have any police records / criminal cases against them. The agency should make adequate enquires about the character and antecedents of the persons whom they are recommending.
10. The vendor shall furnish Local Police verification certificate for all the employees, deputed by him to ICMR-RMRC. This has to be furnished at the time of execution of contract and subsequently as and when he deploys new staff. No staff of the vendor will be allowed access to ICMR-RMRC without the Local Police verification certificate.
11. The vendor shall be held responsible for any case of theft, damage or misappropriation of the property of ICMR-RMRC or of the guests staying therein by the staff of the vendor.
12. Unattended belongings of the guests should be reported and handed over to the concerned officials of ICMR-RMRC.
13. The vendor shall indemnify the Director General against all claims arising out of his action under the Contract Act, Labor Act, workmen Compensation Act, or any other Labor, Civil or Criminal laws in force, in so far as they relate to the staff employed by the vendor in the premises of the ICMR-RMRC or claims arising out of such employment.
14. The vendor shall issue appointment letters to all the persons employed / engaged by him in connection with performance of his contract for Manpower supply and furnish proof by submitting copies of such letters received by his employees is the employee of the vendor only and Director. Government of India, ICMR-RMRC, Dibrugarh where services are rendered, has no obligation or any relationship to employment or otherwise whatsoever with him /them. The out-sourcing agency (service provider) shall also furnish undertakings from the staff provided to the effect and that they will not claim regulations of services etc. the vendor will pay salary/allowances etc to his employees as per rules in force and Director , Government of India, ICMR-RMRC Dibrugarh will not responsible for payment to the employees / manpower of the vendor.
15. Any change of manpower shall be discussed in advance with the designated nominee of ICMR-RMRC.
16. The number of Personnel may be increased/decreased depending upon the requirement.
17. The outsourcing of services will be purely of temporary nature and may be dispensed with any time if not required or found unsatisfactory with one month's notice.
18. The Director, ICMR- RMRC NE, Dibrugarh may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider shall forthwith comply with such requirement.
19. The service provider has to provide the photo identify card to the persons employed / engaged by him for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.



20. All services shall be performed by persons qualified and skilled in performing such services.
21. The services provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
22. Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers.
23. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.

Panel will be deployed. The vendor shall also, out of the same process, maintain a reserve panel of 1:1 so as to ensure replacement to staff as per timelines mentioned

Sl. No.	Particulars	Qty.
1	Caretaker	1
2	Senior Cook	2
3	Junior Cook	1
4	Waiter	1
5	Housekeeping staff	3

#### **B. OTHER TERMS AND CONDITIONS:**

1. The service provider shall comply with all the requirements under the Central / Local Tax, service Tax and any other statutory payments to the respective authorities.
2. Disputes & arbitration: - The Director and the vendor shall make every effort to resolve amicable by direct information negotiation, any disagreement or dispute arising between them under or in connection with the Contract. If a dispute of any kind whatsoever that cannot be resolved, the same shall be referred to the Director of ICMR-RMRC, Dibrugarh whose decision shall be final. Any further dispute shall be subject to jurisdiction of Dibrugarh Courts.
3. The service provider shall maintain regular and proper books / registers of accounts / manpower details / payments etc and the same shall be made available for inspection by any officer authorized by the Director, Government of India, ICMR-RMRC, Dibrugarh. Updated EPF pass books of staff deployed shall be made available for inspection once in 3 months by the officer authorized by Director, Dibrugarh.
4. In the first and third week of every month, the proprietor of the Agency shall call on the designated representative of the management to get the feedback on complaints, lapse, shortcomings noticed in the performance of the contract for improvement in the performance, at mutually acceptable time.
5. The agency will pay the workmen, wages as per the minimum wages - manpower act approved by the Govt / Dibrugarh Administration from time to time or higher, for post



so designated in Table. In addition to the minimum wages the agency will have to pay statutory benefits to all the workmen such as ESI, EPF etc. as per prevalent requirements. The agency should submit particulars of each workman such ESI number, PF A / C Number etc. to the management. Compliance in this regard is the sole responsibility of the agency and any deviation noticed by the management or other regulatory bodies will attract penalty as per the extant laws. Payment will ordinarily be made once a month within a week of submission of bill along with prescribed documents. While submitting the bill the contractor will submit proof of having made statutory payment of the employees for the previous month, without which the Competent Officer will not be duty bound to release payment for the bill raised.

### **C. DAMAGES/PANALTIES CLAUSES**

#### **(a) Penalty of unsatisfactory service**

- i) In case the services are found deficient on any particular day in a month, a penalty of 1% (one percent) of the monthly contract amount for unsatisfactory service.
- ii) In case Services are found deficient for 2 to 4 days in a month, penalty of 2% of the monthly contract amount will be levied for each deficient day. If deficiency found more than 4 day and up to 7 days a penalty of 3% of the monthly contract amount will be levied for each deficient day. If deficiency found More than 7 days up to 10 days, a penalty of 5% of the monthly contract amount will be levied for each deficient day.
- iii) If unsatisfactory performance continues for more than a period of 10 days, the Director General reserves the right to terminate the contract without any further notice, in such an event, the Security Deposit of the Contractor shall be liable to be forfeited.
- iv) Unsatisfactory services / deficiency in services includes, but is not limited to the following:
  - 1. Late coming.
  - 2. Coming in shoddy, dirty uniform.
  - 3. Reporting drunk / ill / unkempt.
  - 4. Leave without 1-day prior information.
  - 5. Fudging / Tempering attendance register/biometric machine.
  - 6. Rude, impolite behaviour.
  - 7. Lazy, uncooperative in rendering duty.
  - 8. Damage to property of ICMR-RMRC.
  - 9. Any act so as to cause damage to prestige reputation of ICMR ICMR-RMRC.



10. Attending personal phone calls during working hours.
12. Violence of any kind, infighting, groupism with fellow staff
13. Insubordination.
14. Financial irregularity.
15. Bringing / allowing unauthorized person into ICMR-RMRC premises.
16. Coming without badge / I card.
17. Refusing to attend training course designated by ICMR-RMRC etc.

**(b) Penalty for shortage of manpower.**

- i) The vendor should ensure to maintain adequate member of manpower as mentioned in NIT. In case of shortage of manpower, the deduction will be made on pro-rata basis from the total contract amount.
- ii) Apart from pro-rata deduction as mentioned above, a penalty @ Rs. 500/- (Rupees Five Hundred) only per worker per day will be deducted for the shortage upto 3 occasion / days in a month. If the manpower shortage is more than 3 occasion / days in a month and up to 7 occasion/ days, a penalty @ Rs.1000/- (Rupees One Thousand) only per worker per day will be deducted. If shortage of manpower is more than 07 occasion / days in a month, a penalty @ Rs.2000/- (Rupees Two Thousand) only per worker day will be deducted.

Example: if the Contract is for providing of 50 manpower at the monthly rate of Rs.5,00,000/- and their shortage of total 10 manpower on 03 occasions in a month containing 30 days, then penalty will be as under:

Pro rata deduction for shortage of total 10 manpower  $5,00,000 \times 10$

Penalty =  $10 \times 2000 = \text{Rs. } 20,000/-$

Thus, the deduction will be  $\text{Rs. } 3333.30 + \text{Rs. } 20,000/- = \text{Rs. } 23,333.30/-$

Commissions office his men during sweeping and cleaning work and this office will deduct suitable amount from the bills payable to him or recover the same from the security deposit.

- iii) If it observed any time during the period of contract that the contractor has demanded bride from the candidates for enjoying them or any complaint received in this regard, the contract shall be terminated immediately at the cost and risk of the contractor and no earnest money/ bank guarantee shall be refunded.

Force Majeure:



1. Director or the bidder, as the case may be, in case of any failure or omission to complete the contractual liability or having delayed the performance of its work on account of natural calamities such as fires, floods, earthquake, hurricanes etc. and reasons beyond one's control such as civil strikes, lockouts, strikes, riots, civil war etc., shall not be held responsible for such omission, failure or delay and shall be relieved of their respective obligations to perform provided either party gives to the other party a notice within 21 days of the occurrence of such incidence.

2. Either party, as and when it gives notice of force majeure shall provide confirmation such events in the form of certificate from the Government Department or agency or Chamber of Commerce. The parties shall be relieved of their respective obligation to perform hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such as event of force majeure provided notices as above are given and the event of force Majeure is established as provided herein above. However, Director General reserves the right to terminate the contract if the performance against the contract is prevented by the event of strike, lockout etc. for a period exceeding 60 days.

D. Governing Laws and Settlement of Dispute:

Any claims, dispute and or differences (including dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representative of the concerned parties. However, if the disputes are not resolved by the discussion as aforesaid within a period of thirty days, then the matter will be referred to the Director. His decision shall be final in that regard. Any further disputes shall be referred to the jurisdiction of Dibrugarh Courts.

E. Jurisdiction of Court:

This contract is governed by the laws of Republic of India and shall be subject to be exclusive jurisdiction of the court in Dibrugarh.

*[Signature]*  
13.10.21

Administrative Officer

*for approval*

*Director* *Approved*  
*Kanwar Naras*  
13.10.21