

TENDER NOTIFICATION NO...../2015

Price Rs.1,000

**TENDER DOCUMENT**  
**(Outsourcing of Manpower)**

**"JOB CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF WORKERS AGAINST VARIOUS WORKS" AT NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT(CCRAS), BHUBANESWAR- 751 003.**

DATE AND TIME FOR SALE OF TENDER DOCUMENTS : 30.03.2015 TO 22.04.2015  
(10.00 A.M. TO 3.00 P.M.)

LAST DATE AND TIME FOR SUBMISSION OF TENDER : 22.04.2015 (UP TO 3.00 P.M.)

DATE AND TIME OF OPENING OF TENDER : 23.04.2015 ; 2.00 P.M.

**NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT**  
**(Central Council for Research in Ayurvedic Sciences)**  
**Bharatpur, Near Kalinga Studio, BHUBANESWAR- 751 003**  
Phone/FAX-0674-2386702, e-mail- nriadd.bhubaneswar@gmail.com



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**NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT**  
**(Central Council for Research in Ayurvedic Sciences)**  
**BHUBANESWAR- 751 003**

TENDER DOCUMENTS (Non-transferable)

Ref.No.....

Sl. No. \_\_\_\_\_

Date of issue \_\_\_\_\_

NAME OF WORK : "JOB CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF WORKERS AGAINST VARIOUS WORKS" AT NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT (CCRAS), BHUBANESWAR- 751 003.  
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NOTE :

1. Tender documents are non-transferable and will be used by the Contractor only to whom these are issued.
2. Tenderer should ensure that they have received all the above papers.
3. All these documents are to be returned, duly signed by the Tenderer on each page, while submitting the offer.
4. Wages per day and service charges (as % of the Wages) only to be entered under the head of "Description" in the quotation. The quotation with any changes in category, Nos. of person proposed to be deployed etc. will not be accepted.
5. The nature of jobs requirement can be seen personally at NRIADD by the tenderer. The proof depositing the cost of tender documents must be enclosed along with the bid.

TENDER ISSUED TO

M/s. \_\_\_\_\_

Telephone No.

e-mail id:

Signature of the officer issuing tenderer



NATIONAL RESEARCH INSTITUTION OF AYURVEDIC DRUG DEVELOPMENT  
BHARATPUR, BHUBANESWAR

Ref.No.....

Date : .....

**TENDER NOTIFICATION NO.01/2015**

**JOB CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF WORKERS AGAINST VARIOUS WORKS AT NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT(CCRAS), BHUBANESWAR- 751 003.**

Sealed tenders in two bids (Technical Bids & Price Bids) are invited by the Director, NRIADD, Bhubaneswar from the registered Contractors/Society/Trust/Organizations, holding valid license or executed the work after obtaining license as applicable under the Contract Labour (Regulation & Abolition) Act, 1972 and who have fulfilled the eligibility criteria as prescribed below under the heading of "eligibility criteria of the bidder" for following work at NRIADD, Bhubaneswar. The prospective tenderers may satisfy themselves about the requirement by visiting NRIADD office on any working day between 10.00 a.m. & 5.00 p.m. before submitting their tender.

NAME OF WORK : "JOB CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF WORKERS AGAINST VARIOUS WORKS" AT NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT,(CCRAS), BHUBANESWAR-751 003.

1.	Cost of Tender Documents	: Rs.1,000 (Rupees One Thousand Only) by Cash/DD/BC.
2.	Date of Sale of Tender Documents	: From 30.03.2015 to 22.04.2015 (between 10.00 A.M. to 3.00 P.M. on all working days from office)
3.	Last Date for submission of Tender	: 22.04.2015 (up to 3.00 P.M.)
4.	Date and Time of opening of Tender (only Technical Bid)	: 23.04.2015 (2.00 P.M., in the Conference room of the Institute)
5.	Earnest Money Deposit (EMD)	: Rs.67,000 (Rupees Sixty seven Thousand Only)
6.	Security Deposit after award of work	: Rs.3,20,000 (Rupees Three lakhs twenty thousand Only)
7.	Price Bid	Date and time will be intimated at a later date in respect of those who are technically qualified.

The advertisement and detailed tender documents are also available on CCRAS's website: [ccras.nic.in](http://ccras.nic.in) . If the tender document is downloaded from the website, an amount of Rs.1,000/- (Rupees One Thousand Only) towards the cost of tender paper may be submitted in the form of Demand Draft. Offer by Fax/e-mail will be summarily ignored.

**Eligibility criteria of the bidder:** The Contractors/Society/Trust/Organisations have to meet the following eligibility criteria for submitting their tender:

- (a) Possess valid Labour License issued by the Labour Commissioner or carried out similar work after obtaining license from the appropriate authority.
- (b) Registered with EPF, ESI and Service Tax Authorities.
- (c) Minimum experience of one year of executing similar contract in Government (Central/State) establishments/Public sector undertakings (Central/State)/R&D institutions/Private sectors/other similar organizations.
- (d) Must have carried out one similar contact of minimum value of Rs.50,00,000/- (Rupees fifty Lakhs Only) each year during preceding five years (Financial Years).



The tender documents (Non-transferable) can be obtained in person from the office of NRIADD, Bhubaneswar-751003 between 10.00 A.M. to 3.00 P.M. on all working days during 30.03.2015 to 22.04.2015 on payment of Rs.1000/ (Rupees One Thousand Only) by cash/DD (non-transferable). The tender documents can also be downloaded from our website- ccras.nic.in by the tenderer who fulfils the above eligibility criteria however they have to submit the cost of the tender document i.e. Rs.1000/- (Rupees One Thousand Only) in form of DD/BC drawn in favour of Director, NRIADD, payable at Bhubaneswar while submitting the tender which is to attached in the Technical Bid.

The tenders should be submitted in **two separate envelopes** – one containing the PRICE BIDS ONLY, and the other envelope (Technical Bid) containing the tender documents duly filled in and envelopes should be sealed and superscribed “JOB CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF WORKERS AGAINST VARIOUS WORKS” AT NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT(CCRAS), BHUBANESWAR-751003” and addressed to Director, NRIADD, Bhubaneswar-751003. The tenders received will be opened on 23.04.2015 at 2.00 P.M.in the Conference room of NRIADD, Bhubaneswar. Price bids in respect of those contractors, whose technical bids become successful would be opened on a separate date.

The Director, NRIADD, Bhubaneswar reserves the right to accept or reject any or all the Tenders either in full or part thereof without assigning any reasons whatsoever, and his decision on all matters in this regard shall be final and binding. Tenders received after scheduled date and time will not be considered.

Sd/-  
DIRECTOR



*Handwritten signature in blue ink.*

**NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT(CCRAS),  
BHUBANESWAR- 751 003**

Ref.No.....

Date : .....

DETAILS OF TENDER

Sealed tenders in two bids (Technical Bids & Price Bids) are invited by the Director, NRIADD, Bhubaneswar from the registered Contractors/Society/Trust/Organizations, holding valid license or executed the work after obtaining license as applicable under the Contract Labour (Regulation & Abolition) Act, 1972 and who have supplied labour for CSIR Labs./Instts./Govt. Organisations/Public Sector Undertakings on job contract basis for the work "JOB CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF WORKERS AGAINST VARIOUS WORKS" AT NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT(CCRAS), BHUBANESWAR- 751 003. Agencies having valid labour licence as applicable under the Law, ESI Registration, PF account, Service Tax No., completion certificate as proof of carrying out similar type work as per the eligibility criteria need only apply.

**Eligibility criteria of the bidder:** The Contractors/Society/Trust/Organizations have to meet the following eligibility criteria for submitting their tender:

- (a) Possess valid Labour License issued by the Labour Commissioner or carried out similar work after obtaining license from the appropriate authority.
- (b) Registered with EPF, ESI and Service Tax Authorities.
- (c) Minimum experience of one year of executing similar contract in Government (Central/State) establishments/Public sector undertakings (Central/State)/R&D institutions/Private sectors/other similar organizations.
- (d) Must have carried out one similar contract of minimum value of Rs.50,00,000/- or above for one year during last preceding five years.

Non-transferable tender documents will be issued to those firms who will be able to fulfill the criteria as mentioned above on payment of Rs.1,000 (Rupees One Thousand only) in the form of Demand Draft drawn in favour of Director, NRIADD, Bhubaneswar towards the cost of tender documents. The cost of the tender document can also be deposited in cash with cashier. The tender documents is also available in website- [ccras.nic.in](http://ccras.nic.in) which can also be downloaded, however they have to submit the cost of the tender document i.e. Rs.1000/- in the form of DD/BC drawn in favour of Director, NRIADD, payable at Bhubaneswar while submitting the tender. While downloading the tender documents the bidders should check their eligibility criteria as mentioned above.

**1. BID – I (TECHNICAL): Comprises of the following:-**

- (i) Self attested copy of registration certificate issued by the appropriate authority.
  - (ii) Self attested copy of labour license under Contract Labour (Regulation & Abolition) Act, 1970 regarding previous contract for one year.
  - (iii) Self attested copy of valid Service Tax registration certificate.
  - (iv) Self-attested copy of registration under EPF.
  - (v) Self attested copy of registration under ESI.
  - (vi) In case of a company, the attested copy of registration under Companies Act., 1956 as applicable or in case of Trust/Society/Organization, the self attested copies of registration as required under the law.
  - (vii) Proof carrying out one yearly similar contract amounting Rs.50,00,000/- (Rupees Fifty lakhs) or above.
  - (viii) Customers' satisfaction proof.
  - (ix) EMD of Rs.67,000 (Rupees Sixty-seven thousand only) by way of DD/BC drawn in favour Director, NRIADD, Bhubaneswar.
- An undertaking that the Contractor/Society/Trust has not been blacklisted by any Government Department / Autonomous bodies CCRAS or any of its laboratories/Institutes as on the date of submission of the bid.



*(Handwritten signature)*

- (xi) Proof of depositing the cost of tender document.

The Technical bid shall be submitted as per Annexure-I, duly supported by the above documents. The Technical bid as submitted will be evaluated by a committee as constituted by the Competent Authority of NRIADD, Bhubaneswar. The committee will declare the successful technical bids as per the criteria as mentioned above besides any other objective criteria as adopted by them. Non-compliance of any of the above criteria will disqualify the technical bids. Those who will not be successful in their technical bids will be intimated and their sealed price bid will be returned separately. **The decision of the committee duly approved by the Director, NRIADD, Bhubaneswar in this regard will be final.**

2. **BID – II (PRICE): Comprises of the following:-**

- (i) Tender documents. (Signed by the Tenderer on each page)
- (ii) Rate/Price Schedule. (Annexure – II)

The price bid is to be submitted strictly as per the prescribed format as given at Annexure-II. The Price bid will be opened in respect of those contractors whose Technical bids meet all required criteria as adopted by a committee. The date of the opening of the Price bid will be intimated separately to those bidders whose technical bids are successful. Then the price bids will be evaluated and contract may be awarded to the lowest bidder. The criteria for the evaluation of the Price Bid will be decided by the Institute and the tenderer have to accept the same.

3. The Tenderer shall not be permitted to tender in case his relative is posted in a supervisory capacity in NRIADD, Bhubaneswar. The tenderer shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned below. In case any of his relative is working in NRIADD, Bhubaneswar, he has to intimate prior to the purchase of tender document and seek prior permission to participate in the tender process.

**NOTE :** A person shall be deemed to be relative of another if, and only, (a) they are members of a Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to other in the following manner: Father, Mother (including step mother), Son (including step son), Son's wife, Daughter (including step daughter), Father's Father, Son's Son, Son's Wife, Son's Daughter, Son's Daughter's Husband, Daughter's Husband, Daughter's Son, Daughter's Son's Wife, Daughter's, Daughter's Husband, Brother (including step brother), Brother's Wife, Sister (including step sister), Sister's Husband.

4. Evaluation of tender will be based on lowest quoted service charge, which should not be less than 2% of the basic wage. However, payment/reimbursement of wages, statutory charges will be strictly made as per the applicable rules as amended from time to time. In case of tie in the service charge, the criteria for final decision shall be taken as per following order (1) Total turnover of the contractor/agency during last five financial years; (2) Total number of years of experience by the contractor/agency having carried similar type of contracts ; and (3) Number of contracts undertaken/completed by the contractor/agency during last five financial years. **The decision of the committee duly approved by the Director, NRIADD, Bhubaneswar in this regard will be final.**



**NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT(CCRAS)  
BHUBANESWAR- 751 003**

Rate/Price Schedule (Price Bid).

QUOTATION  
TABLE - 1

Sl. No	Category of workers	Wages per day per head without statutory charges to be quoted which should not be less than the minimum wages as applicable.
1	Skilled worker (Staff Nurse & Driver)	3 (2+1)
2	Semi-skilled worker	10
3	Un-skilled worker (House Keeping)	8

- Minimum wage rate should not be less than the minimum wage as prescribed under rules as applicable to Bhubaneswar.

TABLE- 2

Sl. No.	Category	Rate % of wage
1	Rate of Service Charge (in %) on the wages only	.

**N.B:-**

1. Minimum wage should not be less than the rate prescribed by either the Central Government or State Government whichever is higher.
2. All Statutory Charges including bonus to be paid as per rules.
3. No other charges shall be taken into consideration.
4. **Service Charge as quoted should not be less than 2% of the basic wage and should be minimum of 2% of basic wage and above.**
5. Service charges will be paid on the wages only and it should be uniform for all the categories of workers. It should be quoted as a certain % of the minimum wages. The service charge should be quoted either in whole number or in decimal number with maximum two digits after decimal point, example- 3.33% and not a fractional number like 3½%. Wherever such rates are quoted in fractional number, the same will be converted to the nearest decimal number with maximum two digits after the decimal point.
6. Evaluation of tender will be based on lowest quoted service charge after complying the minimum wages and all statutory charges and other conditions as contained in this tender document. However, payment/reimbursement of wages, statutory charges will be strictly made as per the applicable rules as amended from time to time.

Enclosed Earnest Money Deposit (EMD) in the form of Demand Draft No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs.67,000/- (Rupees Sixty seven Thousand only) drawn in favour of Director, NRIADD, payable at Bhubaneswar-751 003

Certified that I/We have read the tender documents and the scope of work as laid down in para 1.0 of the enclosed terms and conditions and have fully understood the contents thereof. I/We undertake to abide by the terms and conditions laid down in the tender documents.

Dated :



SIGNATURE OF THE TENDERER

Full address with Seal, e-mail address, phone number, mobile number etc.

**NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT(CCRAS),  
BHUBANESWAR- 751 003**

**TERMS & CONDITIONS FOR AWARD OF WORK OF "JOB CONTRACT FOR PROVIDING  
DIFFERENT CATEGORY OF WORKERS AGAINST VARIOUS WORKS" AT NATIONAL RESEARCH  
INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT(CCRAS), BHUBANESWAR- 751 003**

Sealed tenders in two bids (Technical Bids & Price Bids) are invited by the Director, NRIADD, Bhubaneswar from the registered Contractors/Society/Trust/Organizations, holding valid license or executed the work after obtaining license as applicable under the Contract Labour (Regulation & Abolition) Act, 1972 and who have supplied labour for CCRAS Instts./Govt. Organisations/Public Sector Undertakings on job contract basis for the work "JOB CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF WORKERS AGAINST VARIOUS WORKS" AT NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT(CCRAS), BHUBANESWAR- 751 003. It should be ensured that there should be no legal or any other bar for them in this respect. They shall be solely liable for any violation of the provisions of the said Act or any other related Act.

**1.0 SCOPE OF WORK**

The contractor shall provide different Category of Laborer (i.e. Un-skilled, Semi-skilled, Skilled & highly skilled) to NRIADD, Bhubaneswar as per the requirement from time to time. The number of labourers required will vary from time to time depending on the need by the Institute. The approximate number may be ranging from ~10 to ~25 at any point in time. Before submitting the tender papers, the tenderer should inspect the site/location, nature of work, working condition and movement of laborer etc. No claim whatsoever will be entertained for any alleged ignorance or otherwise under any circumstances after the award of the contract.

**2.0 DURATION**

The duration of the contract shall be initially for a period of one year. The contract can be extended on the same rate and existing terms & conditions as are mutually agreed upon. The Director, National Research Institute of Ayurvedic Drug Development(CCRAS), Bhubaneswar- 751003 will have the right to terminate the contract at any time without assigning any reasons. However, the first three months will be treated as trial period and if the performance is found satisfactory during the period, the contract will be firmed up for one year including the first three months of trial period, otherwise the same will be terminated without any notice.

**3.0 QUOTATION**

**3.1** The Contractor should quote the rates per day per person in Annexure-II of the Rate/Price Schedule.

**3.2** The tenderer should not write any conditions or make any changes, additions alterations and modifications in the tender except writing the rates and amount. Tenderers who are desirous to offer rebate, the same should be brought out separately in the covering letter and submitted along with the tender. However, conditional tender will be summarily rejected.

**3.3** While quoting the amount, the Contractor must keep in view as follows:-

**3.4** The Institute shall reimburse the amount of Service Tax, if any paid by the contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of original deposit of the same. All the provision of the Service Tax rules as applicable is to be complied by the contractor.

**3.5** All required items for the work will be provided by the Institute. Contractor has to arrange only workers of different categories depending upon the nature of work.





3.6 Payment on account of enhancement/escalation charges due to revision in wages by the appropriate Authority from time to time shall be payable by the NRIADD to the contractor.

3.7 Bonus as per Bonus Act may be paid to the staff engaged by the contractor and the same shall be reimbursed to the contractor on production of proof of payment

3.8 The Tenderer must ensure that the wages to be paid to the different category of workers should be one fixed by the Central Government or State Government whichever is higher and as amended from time to time applicable to Bhubaneswar, Odisha and if any bidder quoting less than the minimum wages as applicable shall be disqualified at the stage of evaluation.

3.9 Tenderer should quote his service charge on wages only which shall not be less than 2% of the wages. The service charge to be quoted in percentage only (maximum two digits after decimal point if quoted in decimal points).

3.10 The Contractor shall be liable for payment of minimum wages to their personnel. He shall issue wage slip every month to each contract worker deployed by him. He shall also be responsible for remittance of Service Tax, EPF, ESI and any other statutory payments on behalf of the personnel deployed by him to the appropriate authority. The monthly reimbursement towards Service Tax, EPF & ESI in respect of workers deployed at NRIADD will be paid to the contractor after proof of depositing the same before the appropriate authority. The proof of deposit in this regard should be in respect of the workers deployed at NRIADD, Bhubaneswar and should not be clubbed together with other departments /organizations where the contractor is having similar contracts. The contractor should produce the original challans for verification regarding Service Tax, EPF & ESI reimbursement. The contractor should also submit copies of electronic returns as submitted for EPF & ESI through online.

#### **4.0 EARNEST MONEY DEPOSIT:**

The contractor shall deposit EMD for an amount of Rs.67,000/- (Rupees Sixty seven Thousand Only) in the form of an Account Payee Demand Draft/BC from a nationalized bank in favour of Director of NRIADD, Bhubaneswar along with the tender document.

Tender not accompanied by EMD amount shall be rejected.

EMD of the unsuccessful bidders will be returned to them at the earliest.

#### **4.1 The Earnest money deposit of Rs.67,000/- (Rupees Sixty seven Thousand Only) of the successful bidder shall remain with the NRIADD in addition to the Performance Security.**

4.2 The EMD amount shall be forfeited if the bidder withdraws his bid during the period of tender validity.

4.3 The EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the NRIADD, Bhubaneswar.

#### **5.0 INCOME TAX**

Income Tax at applicable rate will be deducted from the total sum paid against the monthly bill of the Contractor and any other arrear dues paid separately.



## **6.0 PERFORMANCE SECURITY**

**6.1. The successful contractor who will be awarded the contract has to furnish a Bank Guarantee or Fixed Deposit Receipt amounting Rs.3,20,000/- (Rupees Three Lakhs Twenty thousand Only) in favour of Director, NRIADD, Bhubaneswar within 7 days from the date of issue of award letter as Performance Security.**

6.2. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

6.3. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD amount.

## **7.0 INDEMNIFICATION**

7.1 The contractor shall keep the NRIADD, Bhubaneswar indemnified against all claims whatsoever in respect of the employee deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case CCRAS is made party and is supposed to contest the case, the NRIADD, Bhubaneswar will be reimbursed by the Contractor the actual expenses incurred towards Counsel fee and other expenses, and the contractor shall pay it in advance to NRIADD, Bhubaneswar on demand. Further, the contractor shall ensure that no financial or any other liability comes on NRIADD, Bhubaneswar in this respect and shall keep NRIADD/CCRAS indemnified.

7.2 The contractor shall further keep the NRIADD(CCRAS) indemnified against any loss to the NRIADD(CCRAS) property and assets. The NRIADD(CCRAS) shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

## **8.0 AGREEMENT**

8.1 'An Agreement' for the contract is to be signed by the contractor before commencement of the work. The Earnest money shall be forfeited if the contractor fails to execute the agreement within the specified period as per the letter of award and start work accordingly.

## **9.0 CONTRACTOR'S OBLIGATIONS**

9.1 The contractor shall obtain a valid license under the Contract Labour (R&A) Act.1970 from Regional Labour Commissioner (Central) or Asst. Labour Commissioner (Central), Bhubaneswar before the commencement of work and continue to have the same till completion of the contract. The contractor shall also maintain all statutory records as may be required from time to time under the said Act, and furnish the same for verification by the Employer/Labour Authority as and when required. The Contractor shall also abide by the provisions of the /Child Labour (Provision and Regulation) Act, 1986 and will not employ any labour below the age 18 years.

9.2 He shall maintain all records of the workers deployed by him in the Institute as required under various Labour Laws and the Institute will have no responsibility in this regard. The contractor should have own code number under EPF,ESI Act and the amount recovered on this account is required to be deposited with the respective authorities by the contractor every month as required under law of the land.



9.3 The persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of 'Employer' and "Employee" between the said persons and the NRIADD(CCRAS) shall accrue/arise implicitly or explicitly.

9.4 In case, any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the NRIADD(CCRAS) in this respect. Further, the contractor shall immediately replace the said person on demand of the Director, NRIADD in case of any of the aforesaid acts.

9.5 The contractor shall ensure that the persons are punctual and disciplined in performance of their duties. It is further agreed that he shall engage medically and physically fit persons preferably below the age of 45 years; but not below the age of 18 years.

9.6 The Contractor shall at his own cost, if required, take necessary insurance cover in respect of the persons employed for the aforesaid services to NRIADD, Bhubaneswar and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act: Workman's Compensation Act, 1923: Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938 and/or any other

9.7 Rules/regulations and/or statutes that may be applicable to them and shall further keep the NRIADD, Bhubaneswar indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under any of these, NRIADD(CCRAS) shall be entitled to recover any such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from his quarterly payments.

9.8 The contractor shall submit the proof for depositing/paying the amount of contribution claimed by him on account of ESI, EPF & Bonus towards the persons deployed at NRIADD, Bhubaneswar premises in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI, EPF & Bonus contribution will be withheld till submission of required documents.

9.9 The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of life and property of NRIADD(CCRAS).

9.10 The contractor shall deploy his persons in such a way that they may get weekly rest. The working hours/leave for them do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. The monthly wages of the workers as engaged by the contractor will not exceed 26 days in a month as per the provision of the applicable laws. There should not be any payment of overtime. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall (without prejudice to any other liability) pay to the Director, NRIADD, Bhubaneswar, a sum as may be claimed by thereof.



9.11 He shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at NRIADD(CCRAS) in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents. The Institute will reimburse employer's share of EPF and ESI every month as permissible under the provision of the respective acts as amended from time to time. The bonus as prescribed under the Act will be paid by the contractor in every six months which should not exceed Rs.3500/- per annum against each worker. The same amount will be reimbursed by the Institute. The Institute will pay wages, bonus (at prescribed minimum rate) & service charge based on the proof of making the wage payment to the workers and will also reimburse the EPF (Employer's share), ESI and Service Tax at the minimum prescribed rate. No other payment will be paid to the contractor.

9.12 The Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rule 1950 framed there-under, as amended from time to time. The Contractor shall pay monthly wages to his workers at not below the rate of minimum wages fixed by the Central Government or the State Government whichever is higher.

9.13 The wages to the workers deployed by the contractor shall be disbursed by the contractor himself or his nominee by 7<sup>th</sup> of every month in the presence of representative of the Director, NRIADD, Bhubaneswar who will sign the payment register as a token of having disbursed the salary in his presence.

#### **10.0 PENALTIES/LIABILITIES**

The contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the Performance Security will be forfeited and further the work may be got done from another agency at their risk and cost. In case, the contractor violates any of the terms and conditions of the agreement or commits any fault or their services are not to the entire satisfaction of the officer authorized by the Director of the Institute on his behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount & bill for a particular month will be imposed. The Performance Security shall be liable to be forfeited or appropriated or invoked in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

#### **11.0 TERMINATION OF CONTRACT**

11.1 The contract shall be terminated on any of the following contingencies :-

- a. on the expiry of the contract period as stated above;
- b. By giving one month's notice by NRIADD(CCRAS) on account of:
  - i) committing breach by the Contractor of any of the terms and conditions of this agreement;
  - ii) assigning the contract or any part thereof to any sub- contractor by the contractor without written permission of the Director, NRIADD, Bhubaneswar.
  - iii) On contractor being declared insolvent by the Court of Law.

11.2 During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.



11.3 It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrane/problem of any nature for the Institute.

## 12.0 ARBITRATION

In the event of any question, dispute/difference arising under the contract or agreement or in connection with (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration to Director-General, Central Council for Research in Ayurvedic Sciences, New Delhi or his nominee. The decision of the arbitrator shall be final and binding on the parties.

Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

## VALIDITY OF TENDER

Tenders submitted by the Contractor shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work and validity beyond 90 days from the date of opening shall be by mutual consent. The Director, NRIADD, Bhubaneswar is not bound to accept the lowest tender or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reasons and the Tenderer shall be bound to comply with the same at the rates quoted.

Canvassing in any form in connection with the tender is prohibited and the tenders submitted by the contractor/s who resort to canvassing, are liable for rejection.

Sd/-  
Director (Institute)



**NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG  
DEVELOPMENT(CCRAS), BHUBANESWAR- 751 003**

**PARTICULARS OF THE TENDERER**

**(To be kept with the Technical Bid along with all required documents as mentioned in  
the tender document under the heading of “Technical Bid”.**

1. Name of the firm/Agency -
2. Full address and Telephone No. -
3. Agency Registration No. -
5. Details of registration with appropriate  
Labour Commissioner  
(a) State: -  
(b) Central: -  
(Copies of documents to be enclosed)
6. Registration details with:  
(a) Regional Provident Fund Commissioner -  
for EPF authorities  
(b) Regional Commissioner of ESI authorities -  
(Copies of relevant documents to be enclosed)
7. Income Tax/Professional Tax clearance  
certificate -
8. Service Tax Registration Number -
9. Firm's/Agency's profile -
10. Firms/agency's capability in terms of :  
(a) Manpower  
(b) Financial Status
11. Experience / details of similar work under -  
taken with value with clientele list and  
performance certificate issued by clients



Date:

Signature of the Contractor

DECLARATION BY THE TENDERER  
( To be kept in Technical Bid )

I/We \_\_\_\_\_ have read all the terms and conditions of this tender document and fully agreeable to the same.

SIGNATURE OF TENDERER WITH DATE & SEAL

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_



*[Handwritten signature]*

**NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT (CCRAS)  
BHUBANESWAR- 751 003**

**ANNEXURE – A**

1. Persons engaged for job contract work by the contractor should not cause any obstruction to the office work. They should be cordial, polite and well behaved.
2. NRIADD, Bhubaneswar will have full right to direct the Security Personal to check, search or examine any or all the employees, agents or representatives of the Contractor and their belongings, while entering / leaving the premises, if felt necessary, with the help of police.
3. The contractor along with his agent, representative or employee will be allowed to enter into the premises for the purpose of rendering the said service.
4. All the employees of the contractor shall wear identity card for identification supplied by the contractor free of cost, wherever on duty in the premises. In the event of an employee found on duty without wearing Id. Card, half of his wages for the day shall be deducted (such amount shall be deducted by NRIADD, Bhubaneswar from the amount payable to the contractor).
5. The rate mentioned in the tender is for the duration of one year from the date of commencement of work. Variation in price during the contract period is not acceptable.
6. Tenderer should note that different firms / agencies having common partners / directors are not permitted to quote for more than one tender offer from any of such firms.
7. The employees of the Contractors shall not be allowed to remain in the building, beyond their duty hours.
8. The contractor shall be responsible to engage required number of fully trained and adequately experienced persons, who shall be medically fit. They should be free from all infections / diseases.
9. It shall be the responsibility of Contractor to ensure that he pays his employees wages not less than the minimum wages prescribed by the Union Govt. / State Govt. in Bhubaneswar and/or required under the Central Labour Act. The contractor shall make payment in the presence of an authorized representative of the Director, NRIADD, Bhubaneswar and obtain a certificate in the Register of wages from the authorized representative that payment has been made in his presence.
10. All the workers of the contractor will report for duty at a fixed point to be decided by the Director, NRIADD, Bhubaneswar for their attendance. Appropriate record in reference to above shall be maintained by the contractor at his own cost.
11. All the contract employees have to adhere to the laid down safety guidelines on the subject. Adequate precautions are to be exercised to prevent any kind of loss to men and materials. The contractor shall be directly responsible for any untoward consequences arising out of any such violation by his agency / staff.
12. The Contractor shall not collect any fees/charges in any from his workers to be engaged by him under the scope of this contract and he shall not also deduct any other charges other than statutory charges as per rules from the wage. The Contractor shall ensure that each engaged worker has an EPF account and is issued with ESI card within a month of engagement. Contractor shall abide by all existing laws including welfare laws ESI, EPF, Bonus, Income Tax, Service Tax or any other extra tax levied by Govt., The Company Act. etc. and adopt all required welfare measures for his employees and discharge all other obligations concerning thereto. He shall furnish adequate proof to NRIADD,





Bhubaneswar in this regard. It is again clarified that all such responsibilities and obligations whether specified herein shall be the exclusive responsibility of the contractor.

13. Director, NRIADD, Bhubaneswar, reserves the right to ask the contractor to remove any employee deputed by him without assigning any reason / notice therefore.

**ACCEPTANCE CERTIFICATE**

I, \_\_\_\_\_ (Name of the contractor) or M/s.

\_\_\_\_\_ have read and accepted all the guidelines, terms and conditions for providing the job contract services at NRIADD, Bhubaneswar.

Dated:

(Signature of the Contractor with Rubber Stamp)



*(Handwritten signature)*

**NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG  
DEVELOPMENT(CCRAS), BHUBANESWAR- 751 003**

**DETAILS OF THE CONTRACTOR/AGENCY**

A	B	C	D	E	F	G
Name of the Contractor/ Agency	Date of starting of the work by the Contractor/ Agency	No. of years completed till date	No. of contracts completed during last five financial years (Only Manpower Contract)	Description of the Contracts completed during last five financial years (Only Manpower Contract)	Whether completed successfully*	Annual work value/Turnover during last five financial years
						YEAR 2013-14
						YEAR 2012-13
						YEAR 2011-12
						YEAR 2010-11
						YEAR 2009-10

\*Satisfactory completion of work signed by Head of Officer must be attached.

I hereby declare that the above statement is correct to the best of my knowledge. Further, I understand that during verification of documents, if any statement/above information is found incorrect, I shall forfeit any claim for bid.

SIGNATURE OF TENDERER WITH DATE & SEAL

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_



*(Handwritten signature)*

NATIONAL RESEARCH INSTITUTE OF AYURVEDIC DRUG DEVELOPMENT,  
BHUBANESWAR-751003

MINIMUM ELIGIBILITY FOR  
VARIOUS CATEGORIES

1. **Staff Nurse(02)**

- a) Age 30 years and below as on 1<sup>st</sup> January of the recruitment year.  
Relaxable as per Government of India (DOPT) orders.

Essential :a) Matric or equivalent.

- b) Diploma in General Nursing Midwifery . A Grade recognized by the  
Nursing Council of India

OR

A Pass in Nursing Course in Ayurveda conducted by State Government/  
Institution approved by the State Government.

- c) 1 year experience in working in a recognized hospital preferable in  
Ayurveda Hospital.

OR

- d) B.Sc. Nursing from a recognized University/Institution recognized by the  
Nursing Council of India.

2. **Driver(01)**

- a) Age 30 years and below.

Essential: 1. Pass Middle School examination from a recognized School.

2. Valid driving license for light and heavy vehicles.

3. Experience for about 2 years in the line.

3. **Semi-skilled (10)**-(Panchakarma Attendant-04, Dressor-01, Kitchen Servant-01, Wardboy-01,  
Laboratory Attendant-01, Cook-01, Electrician-01)

**Minimum eligibilities**

- a. Age 25 -45 years

- b. Matric or equivalent.

- c. ITI certificate for Electrician along with a & b.

- d. Experience in cooking in reputed hospital/ for cook, along with a & b.

4. **Un-skilled (08)** Housekeeping personnel.

- a. Age not less than 18 years & not more than 45 years.

- b. Read & write.



*Handwritten signature*