

निविदा अधिसूचना क्र. 01/2021

Tender Notification No : 01/2021

मुल्य रू. 1,000/-

Price Rs. 1,000/-

निविदा दस्तावेज/TENDER DOCUMENT

(श्रमशक्ति प्रदान के लिए/ for supply manpower)

मैन पावर प्रदान करने के लिए निविदा
क्षेत्रीय आयुर्वेदीय अनुसंधान संस्थान, नागपुर और परियोजना स्थल

**Tender for providing man power at
Regional Ayurveda Research Institute, Nagpur and other Project sites**

1.	निविदा दस्तावेज का मुल्य Cost of Tender Document	रू. 1,000 (रूपये एक हजार सिर्फ) नगद/डीडी व्दारा Rs.1,000 (Rupees One Thousand Only) by Cash/DD
2.	निविदा दस्तावेज प्राप्त करने की अंतिम तिथि Last date for obtaining tender document	26.04.2021; up to 3.00 PM/दोपहर
3.	निविदा प्रस्तुत करने की अंतिम तिथि और समय Last Date and time for submission of Tender	03.05.2021 up to 3.00 PM/दोपहर
4.	तिथि, समय और निविदा खोलने का स्थान (केवल तकनीकी बोली) Date, Time and Place of opening of Tender (only Technical Bid)	04.05.2021. (2:30 PM/दोपहर) at Conference Room RARI, Nagpur क्षेआअसं, नागपुर के सम्मेलन कक्ष में।
5.	बयाना राशी (ईएमडी) Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rupees Five lakh only) (पाच लाख रूपये)
6.	कार्य दिये जाने पर चयनित एजेंसी द्वारा सुरक्षा जमा Security Deposit by the selected agency on award of work	Rs. 10,00,000/- (Rupees Ten lakhs Only) (दस लाख रूपये)
7.	मूल्य / वित्तीय बोली खोलने की तिथि और समय Date and time for opening of Price /Financial Bid	तिथि और समय को तकनीकी रूप से योग्य बोलीदाताओं को अलग से सूचित किया जाएगा। Date and time will be intimated to the technically qualified bidders separately.
8.	निविदा की वैधता Validity of tender	निविदाएं खोलने की तिथि से 90 दिन 90 days from the date of opening of tenders

क्षेत्रीय आयुर्वेदीय अनुसंधान संस्थान (क्षेआअसं), नागपुर

Regional Ayurveda Research Institute (RARI), Nagpur

(केन्द्रीय आयुर्वेदीय विज्ञान अनुसंधान परिषद)

(Central Council for Research in Ayurvedic Sciences)

घरकुल परिसर के पास, एनआयटी कॉम्प्लेक्स, नंदनवन, नागपुर-440009 महाराष्ट्र

Near Gharkul Parisar, NIT Complex, Nandanvan, Nagpur – 440 009. Maharashtra

दूरध्वनी नं. Phone No. 0712-2714685, फॅक्स नं. Tel Fax No. 0712-2714230

Regional Ayurveda Research Institute, Nagpur-440009.

TENDER DOCUMENTS (Non-transferable)

Ref. No: 01/2021

Name of work :	“Job contract for providing different category of workers to Regional Ayurveda Research Institute, Nagpur.
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Note:

1. Tender documents are non-transferable and will be used by the Contractor to whom they are issued.
2. Tenderer should ensure that they have received all the above papers.
3. All the pages of Tender and other enclosed documents are to be duly signed by the party, while submitting the Tender.
4. Salary/Wages per day are payable as specified in the format of Financial bid. Service charges, as % of the Wages, only to be entered in the quotation.
5. Tenders received, with changes in category, No. of persons proposed to be deployed etc. will not be accepted.
6. The nature of job requirements can be personally verified at RARI, Nagpur by the tenderer.
7. The proof of depositing the cost of tender documents must be enclosed along with the bid.

Tender issued to:

M/s. _____

Telephone No/ Mobile No:

e-mail id:

**Signature of the officer issuing tender
Regional Ayurveda Research Institute, Nagpur**

TENDER NOTIFICATION NO. 01/2021**Job contract for providing different category of workers to
Regional Ayurveda Research Institute, Nagpur 440009**

Sealed tenders are invited by Assistant Director (Ayu)-Incharge, RARI, Nagpur from eligible bidders form providing manpower in **Two bid system** (Technical & Financial Bids), who fulfill the eligibility criteria as prescribed below, under the heading “Eligibility criteria of the bidders”. The prospective tenderers may satisfy themselves about the nature of services required, by visiting RARI, Nagpur office on any working day between 10.00 a.m. & 4.00 p.m. before submitting their tender.

Name of work: “Job contract for providing different category of workers” to Regional Ayurveda Research Institute, Nagpur 440009.

- (i) The advertisement and detailed tender documents are also available on CCRAS’s website: www.ccras.nic.in The tender documents (Non-transferable) can be obtained in person from the office of RARI, Nagpur between 10.00 A.M. and 4.00 P.M. on all working days up to 26.04.2021 on payment of Rs.1000/- (Rupees One Thousand Only) by cash/DD (non-refundable). If the tender document is downloaded from the website, an amount of Rs.1,000/- (Rupees One Thousand Only) towards the cost of tender be submitted in the form of Demand Draft drawn in favour of Assistant Director (Ayu) In Charge, RARI, Nagpur.

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 / by appropriate authority.
- (b) Registered with EPF, ESI, Professional Tax and GST Authorities.
- (c) Minimum experience of Five years in providing similar services to Government Sectors/other similar organizations or Five years experiences of working in Government or Private Medical Sector with performance certificate.
- (d) Must have minimum of Rs.10,00,00,000/- (Rupees Ten Crores Only) turnover per year during preceding two financial years.
- (e) The Tenderer shall not be permitted to participate in tender activity, in case his relative is posted in a supervisory capacity in RARI, Nagpur. In case any of his relative is working in RARI, Nagpur, he has to intimate the same, prior to the purchase of tender document and seek permission to participate in the tender process.
- (f) Preference will be given to Agencies having Registration with DGRI, with ISO certification and worked with Ministry of AYUSH.

The Technical / Financial Bids shall be submitted in separate envelope, strictly as per the format given in the **Tender document**. The rates quoted in the Financial Bids should be

both in words and figures. Financial Bids with any corrections or over writings, in figures will not be considered. Financial bids of the bidders whose Technical bids are qualified, will only be opened and the decision of the Technical committee will be final in this regard.

The Technical and Financial Bids should be put in two separate envelopes super-scribed as 'TECHNICAL BID' and 'FINANCIAL BID' respectively, and sealed separately. Both these envelopes should be put in a bigger envelope super-scribed as "**JOB CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF WORKERS TO RARI, NAGPUR**" and submitted within the date & time for submission of bids. Tender documents complete in all respects shall reach the Assistant Director (Ayu) In Charge, Regional Ayurveda Research Institute, Nagpur on or before the last date for submission of the Tenders.

The Assistant Director (Ayu) In Charge, RARI, Nagpur reserves the right to accept or reject any or all the Tenders, either in full or part thereof, without assigning any reasons whatsoever. His decision on all matters in this regard shall be final and binding. Tenders received after due date and time will not be considered.

Assistant Director (Ayu)-Incharge

REGIONAL AYURVEDA RESEARCH INSTITUTE, (RARI) NAGPUR

Ref. No: 01/2021

Date:

DETAILS OF TENDER

1. Technical Bids shall enclose following documents:-

- (i) Tender documents, signed by Tenderer on each page.
- (ii) Copy of Registration certificate of the Company/Firm/ Society etc, issued by appropriate authority, self attested.
- (iii) Self-attested copy of labour license under Contract Labour (Regulation & Abolition) Act, 1970.
- (iv) Copy of Permanent Account number / TAN Cards,
- (v) Self attested copy of valid GST registration certificate.
- (vi) Self Attested copy of Professional Tax Registration
- (vii) Self-attested copy of EPF registration certificate
- (viii) Self attested copy of registration under ESI..
- (ix) Proof of successfully carrying out at least three similar contracts during last 2 years, orders of which are placed in the name of the party, supplying 50 or more man power in each contract, in Government/Semi-Govt./Central/Autonomous bodies/PSUs or any other medical institutions/establishments. Performance Certificate regarding successful completion of the contract, issued by client be enclosed to tender.
- (x) Declaration About not involving in Fraud and Corrupt Practices (Annexure-III)
- (xi) EMD of Rs.5,00,000/- (Rupees Five lakhs only) by way of DD drawn in favour of Asst. Director (Ayu)-In Charge RARI, Nagpur.
- (xii) An undertaking that the Contractor has not been blacklisted by any Government Department/Autonomous bodies/PSUs /CCRAS or any of its laboratories/Institutes as on date of submission of the bid.
- (xiii) Proof of depositing the cost of tender document.
- (xiv) Certified copy of Income Tax Returns filed and Financial Statements, for last three years.
- (xv) Solvency Certificate.

The Technical bid shall be submitted as per **Annexure-I**, duly attested and supported by the above documents. The decision of Assistant Director (Ayu) In Charge, RARI, Nagpur on Qualifying Technical bids will be final.

2. PRICE/FINANCIAL BID: Comprises of the following:-

The Financial bid shall be submitted strictly as per prescribed format given at Annexure-II. The criteria for evaluation of the Financial Bid will be decided by the Institute and the tenderer shall accept the same.

2. Evaluation of tender will be based on service charges quoted, as a percentage of basic wages / salaries. However, payment/reimbursement of wages, statutory charges will be strictly made as per the applicable rules as amended from time to time.
3. In case of tie in the service charge rates quoted by the bidders, the criteria for deciding qualified bidder shall be as per following criteria and in the same order.
 - (1) Total turnover of the contractor/agency during last two financial years.
 - (2) Number of years of experience of the contractor/agency for having done similar type of contracts.
 - (3) Number of outsourcing contracts undertaken/completed by the contractor/agency during last two financial years.
 - (4) Registration with Directorate General, Resettlement.
 - (5) Value added services rendered by the agency with supporting documents.
 - (6) Having ISO Certification.
 - (7) Agencies worked with Ministry of AYUSH.

The decision of Assistant Director (Ayu)-Incharge, RARI, Nagpur in this regard will be final.

REGIONAL AYURVEDA RESEARCH INSTITUTE, (RARI) NAGPUR

TECHNICAL BID (Check List)

The technical bid should contain the following particulars with supporting documents.
(To be submitted with Tender Envelope, not inside the envelope. Please mention the page no. of each document submitted)

Sl. No	Particulars	Document attached (Yes /No)	Page No. should be indicated clearly
1.	Name of the Proprietor/Director of company/ firm/Agency with details		
2.	Name of Tendering Company/Firm/ Society.. (Attach certificates of registration)		
3.	Banker of Company/ Firm/ Agency with full address, Solvency certificate (Attach certified copy of bank solvency certificate issued after the date of publication of tender.		
4.	Registration. of firm under State Govt/Central Labour Commissioner (Attach attested copy)		
5.	PAN/ TAN No. (Attach attested copy)		
6.	Professional Tax Registration (Attach Copy)		
7.	GST Registration No. (Attach attested copy)		
8.	E.P.F. Registration No. (Attach attested copy)		
9.	E.S.I. Registration No. (Attach attested copy)		
10.	Documents showing proof of carrying out at least 3 similar Contracts, of which at least one contract shall be of value of not less than Rs. 50 Lakh, providing manpower during the two years 2018-19 & 2019-20.		
11.	Details of similar contracts handled by the tendering Company/ Firm/ Agency for other PSUs and Government Departments during last two years (Attach attested copies of work orders).		
12.	Declaration of not involving in Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-III)		
13.	Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU		
14.	Certified Turn Over, Profit and Loss Account & Balance Sheet of Last Year by the Chartered Accountant.		
15.	Cost of Tender Document & EMD		

N.B- The document submitted should be marked / properly and clearly numbered, for proper comparison/assessment, failing which the tender shall be liable for rejection.

**Signature of authorized person of
Service Provider/ Agency/ Firm**

Date:

Place:

Signature of Firm/Agency with date & seal.

Name:

Seal:

ANNEXURE-II

Regional Ayurveda Research Institute, (RARI) NAGPUR

Price/Financial Bid

Sl. No	Category of workers as per the eligibility criteria cited at Annexure-B	No. of personnel required (The number may vary as per the need)	Salary/ Wages per month (Excluding EPF, ESI) In Rupees.	Taxes
1.	Skilled worker			1. Service Charges 2. GST as applicable (As approved by Govt, of India)
	a) Yoga Instructor		28,000/-	
	b) Staff Nurse		20,000/-	
	c) Pharmacist		16,000/-	
	d) Lab Technician		16,000/-	
	e) Office Assistant		20,000/-	
	f) Social Worker		16,000/-	
	g) Panchkarma Technician		16,000/-	
2.	Vehicle Driver		20,000/-	
3.	Multi-Tasking Attendant		16,000/-	

*Multi Task Attendant posts are for 3 Lab Assistant, 2 Panchkarma Attendants (Male), 2 Panchkarma Attendants (female), 1 Cook, 2 Ward Aya (Female), 1 Kitchen Servant, 3 Peon, 2 Safaiwala and 2 Ward Boy.

TABLE- 2

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

N.B:-

1. Minimum wages should not be less than the rate prescribed by either the Central Government or State Government whichever is higher.
2. The Fixed wages may be enhanced, time to time as per the orders of CCRAS.
3. In addition to Salary/ wages, Employer's contribution will be made towards EPF and ESI, as per rules.
4. **Service Charge as quoted should not be less than 4% of Salary / wages.**
5. Service charges will be paid on Salary/ wages only and it should be uniform for all the categories of workers. It should be quoted as a certain % of the Salary/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. Award of tender will be based on lowest rates of service charges quoted by the bidders. Who fulfil complying payment of minimum wages and other statutory charges and other conditions as contained in this tender document.

Undertaking

Enclosed Earnest Money Deposit (EMD) in the form of Demand Draft No. _____
Dated _____ for Rs. 5,00,000/- (Rupees Five lakhs only) drawn in favour of Assistant Director
(Ayu) In Charge RARI, payable at Nagpur, 440 009

Further to confirm that I /We have read the Tender Documents and the scope of work as laid down in the Tender documents and have fully understood the contents there in. I/We undertake to abide by the terms and conditions laid down in the tender documents.

Signature of the Tenderer

Date:

Full address with Seal, e-mail address,
Phone number, Mobile number etc.

Regional Ayurveda Research Institute, (RARI) NAGPUR
TERMS & CONDITIONS FOR AWARD OF WORK

1.0 SCOPE OF WORK

The contractor shall provide different Category of Man-power stated in the Tender to RARI, Nagpur as per requirement from time to time. The number of Man-power required will vary from time to time depending on the need of the Institute. The number of persons to be deputed will be around 50 at present and is expected to be same during period of contract. Before submitting the tender papers, the tenderer should inspect the site/location, nature of work, working condition and movement of laborers etc. No claim whatsoever will be entertained later for any alleged ignorance or otherwise under any circumstances, after 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 for another two years on same rate and existing terms & conditions **or** on mutually agreed upon. The first three months of the contract period will be treated as trial period and if the performance is found satisfactory during this period, the contract will be firmed up for one year including the first three months of trial period. Otherwise the contract will be terminated without allowing any notice period. However, Assistant Director (Ayu) Incharge, Regional Ayurveda Research Institute, (RARI) NAGPUR will have right to terminate the contract at any point of time during the contract period, without assigning any reasons.

3.0 QUOTATION

3.1 Contractor should quote the rates per day per person / Salary, in Annexure-II of the Price / Financial Bid.

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

3.3 While quoting the amount, the Contractor must keep in view the following:-

3.4 The Institute reimburses contribution towards EPF, ESI and the amount of GST at applicable rates. This reimbursement shall be admissible on production of proof of depositing the amounts.

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 CCRAS, from time to time, are payable by RARI to the manpower engaged by contractor.

3.7 The Tenderer must ensure that wages are paid to the different category of workers as quoted in the Tender, but should not be less than minimum wages fixed by the Central Government or Maharashtra State Government whichever is higher and as amended from time to time, Bidders quoting less than minimum wages, as applicable, shall be disqualified.

3.8 Tenderer should quote his service charge on wages / Salary only, which shall not be less than 4% of the wages / Salary. The service charge are to be quoted in percentage only (maximum two digits after decimal point).

3.9 The Contractor shall issue wage slip every month to each contract worker deployed by him. He shall also be responsible for remittance of EPF, ESI and other statutory payments to the appropriate authority on account of personnel deployed by him. The monthly reimbursement towards EPF & ESI in respect of workers deployed at RARI will be paid to the contractor after furnishing proof of depositing the amounts to the appropriate authorities. The proof of deposit in this regard should be in respect of the workers deployed at

RARI, Nagpur and should not be clubbed together with other employees deployed at other departments/organizations, where the contractor is having similar contracts. The contractor should produce the original challans for verification regarding EPF, ESI reimbursement. The contractor should also submit copies of electronic returns as submitted for EPF & ESI through online. In case the contract is renewed after completion of one year's service by the Outsourcing agency, an increase in annual remuneration @ 5% (five percent) can be considered to neutralize the dearness allowance based on recommendation of the controlling officer, Employees engaged by the contractor are not entitled to any other allowance such as DA, transport facility, residential accommodation, CGHS, Medical reimbursement etc.

4.0 EARNEST MONEY DEPOSIT:

The contractor shall deposit EMD amount of Rs. 5,00,000/- (Rupees Five lakhs only) in the form of an Account Payee Demand Draft from a nationalized bank drawn in favour of Assistant Director (Ayu)-Incharge RARI, Nagpur along with the tender document. Tenders not accompanied by EMD amount shall be rejected.

4.1 Earnest money deposit of Rs. 5,00,000/- (Rupees Five lakhs only) of the successful bidder shall remain with the RARI, Nagpur and will be adjusted against performance security deposit to be made on award of contract.

4.2 EMD amount shall be forfeited, if the bidder withdraws his bid during the period of tender validity or the successful bidder refuses /neglects to execute the Contract or fails to furnish the required Performance Security Deposit within the time frame specified by RARI, Nagpur.

4.4 EMD of the unsuccessful bidders will be returned to them at the earliest on award of Contract to successful bidder.

5.0 INCOME TAX / GST :

TDS at applicable rate will be deducted from the total sum paid against the monthly bill of the Contractor and any other amounts paid towards arrears/dues, paid separately.

6.0 PERFORMANCE SECURITY

6.1. The successful bidder who is awarded the contract, has to furnish Bank Guarantee or Fixed Deposit Receipt amounting Rs. 10,00,000/- (Rupees Ten lakhs Only) in favour of Assistant Director (Ayu)-Incharge, RARI, Nagpur within 7 days or such extended period, from 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 requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of the EMD amount.

7.0 INDEMNIFICATION

7.1 The contractor shall keep the RARI, Nagpur 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 RARI, Nagpur 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 RARI, Nagpur on demand. Further, the contractor shall ensure that no financial or any other liability comes on RARI, Nagpur in this respect and shall keep RARI, Nagpur indemnified.

7.2 The contractor shall further keep the RARI, Nagpur indemnified against any loss to the property and assets of RARI, Nagpur, caused by workers provided by him. The RARI, Nagpur shall have 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' as provided at **Annexure-A** 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.

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 or Asst. Labour Commissioner of Maharashtra 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 (Prevention and Regulation) Act, 1986 and will not employ any labour below the age 18 years.

9.2 On demand by the RARI, Nagpur, the Contractor shall submit the eligible nominations along with Curriculum Vitae and other supporting documents relating to educational qualifications.

9.3 The Contractor / Outsourcing Agency shall issue appointment letter to outsourced employees, at the time of initial appointment as well as at the time of renewal of contract with the agency,

9.4 The Outsourcing Agency shall ensure that the personal engaged are strictly as per the requirement of the Institute. They will not insist or make any demand for relaxation of guidelines.

9.5 The Outsourcing Agency shall ensure the verification of character antecedents of the selected candidate by police and submit a certificate to this effect to RARI, Nagpur.

9.6 The Outsourcing Agency shall issue an ID card to all the outsourced employees.

9.7 The Outsourcing Agency 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 amounts 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.

9.8 The Contractor shall at his own cost, if required, take necessary insurance cover in respect of the persons employed for the aforesaid services to RARI, Nagpur 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 and other applicable laws.

9.9 Contractors shall comply the Rules/regulations and/or statutes that are applicable to them and shall further keep the RARI, Nagpur 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 thereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under any of these, RARI, Nagpur shall be entitled to recover any/all such losses and/or expenses, which it may have to suffer or incur on account of such claims, demands, loss or injury, from their payments.

- 9.10** The Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 and Rules 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.
- 9.11** The contractor shall submit the proof for depositing/paying the amount of contribution claimed by him on account of ESI, EPF & towards the persons deployed at RARI, Nagpur 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.
- 9.12** The contractor shall engage medically and physically fit persons and strictly as per the eligibility criteria laid down for each category of workers as annexed at Annexure-B. It is further agreed that he shall ensure that the persons engaged are punctual and disciplined in performance of their duties.
- 9.13** The persons deployed by the contractor for the services mentioned above shall be 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, a relationship of ‘Employer’ and ‘Employee’ between the said persons and the RARI, Nagpur shall accrue/arise, implicitly or explicitly.
- 9.14** 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 Outsourcing Agency shall immediately withdraw such employees and take suitable action against those employees on account of the aforesaid acts reported by RARI. Further, contractor shall immediately replace said persons on demand of Assistant Director (Ayu) In Charge RARI, Nagpur.
- 9.15** 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 RARI, Nagpur.
- 9.16** 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 working of the workers as engaged by the contractor will not exceed 26 days in a month as per the provision of the applicable laws. Institute will not be making any payment of overtime wages / salary. 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 Assistant Director (Ayu) In Charge RARI, Nagpur a sum as may be claimed by thereof.
- 9.17** 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 RARI, Nagpur 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 and service charge based on the proof of making the wage payment to the workers and will also reimburse the EPF (Employer’s share), and ESI at the minimum prescribed rate. No other payment will be paid to the contractor.
- 9.18** The Outsourcing Agency shall make payment of monthly remuneration through Bank/ECS, by 07th of every month and submit the proof of remittance along with bill to the Institute.

10. 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, 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 In charge of the Institute in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed. The Performance Security /Deposit shall be liable to be invoked or forfeited or appropriated 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. TERMINATION OF CONTRACT

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

1. On the expiry of the contract period as stated above;
2. By giving one month's notice by RARI, Nagpur 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 Assistant Director (Ayu)-Incharge, RARI, Nagpur
 - 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/hindrance/problem of any nature to the Institute.

12. ARBITRATION

In the event of any question, dispute/difference arising under the contract or agreement or in connection with any interpretation (except as to matters the decision of which is specifically provided under the agreement) 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 provisions of 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.

13. 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 Assistant Director (Ayu)-Incharge, RARI, Nagpur 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.

Assistant Director (Ayu) In Charge
RARI, Nagpur

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 _____

1. The Persons proposed to be engaged for job contract work by the contractor shall be verified by the police for their antecedents before their engagement.
2. 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.
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 services.
4. All the employees of the contractor, whenever on duty in the premises shall wear identity card for identification, supplied by the contractor free of cost. 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 RARI, Nagpur from the amount payable to the contractor).
5. The rates 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 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. and/or required under the Central Labour Act. The contractor shall make salary payment directly to the bank account of the persons employed under this contract. The contractor shall also furnish record of Salary payment to Asst. Director (Ayu)-Incharge or his representative as and when required.
10. All the workers of the contractor will report for duty at a fixed point to be decided by the Assistant Director (Ayu)-Incharge, RARI, Nagpur 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, GST or any other extra tax levied by Govt., etc. and adopt all required welfare measures for his employees and discharge all other obligations concerning thereto. He shall furnish adequate proof to RARI, Nagpur 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. A) Duties and responsibilities: (As per DOPT circular)

Duties of Office Assistant

- i. Opening and maintenance of files.
- ii. Typing support.
- iii. Record maintenance like keeping office copies, office orders etc. in the folder and management of files in section.
- iv. Taking Dictation.
- v. Diary/Dispatch.
- vi. Routine noting/Drafting.
- vii. Maintenance of guard file for the section/officer.
- viii. Ensuring proper registration/distribution of Dak.
- ix. Any other work assigned by the Authority.

Duties of Multi Tasking Attendant

- i. Physical movement of files and other papers.
- ii. Maintenance of room of officers sections attached with.
- iii. Movement of files/receipts in File tracking System.
- iv. Filing of papers.
- v. Distribution of Dak/files.
- vi. Photocopy/Faxing/Mailing etc.
- vii. Physical maintenance of record.
- viii. General cleanliness and upkeep of section and unit.
- ix. Any other work assigned by the Authority.

B. Leave:

Shall be entitled to avail maximum 12 day's paid leave in a calendar year. Un-availed leave in a calendar year shall neither be carried forward to the next calendar year nor shall qualify for leave encashment.

C. Working Hours:

All incumbents shall be required to observe the normal timing and may also be called upon to attend the office on Saturday, Sunday or any holiday in case of urgency.

They shall mark their attendance mandatorily, failing which it may result in deduction of remuneration.

D. Confidentiality of data and documents:

The incumbent will maintain absolute confidentiality and secrecy of the information handled by him. The secrecy and confidentiality are to be maintained even after the termination of the engagement.

The incumbent shall be bound to hand-over the entire set of records of assignment to the Department on the expiry of their term.

The incumbent would be required to sign a non-disclosure undertaking.

E. Conflict of interest:

The incumbents engaged shall not claim any benefit/compensation/absorption/regularization of service, under the provision of Industrial Disputes Act.1947 or Contract Labor (Regulation and Abolition) Act, 1970.

F. Termination of Services:

The Institute may terminate this service if:

- i. The incumbent is unable to address the assigned work.
- ii. Quality of the assigned work rendered, is not to the satisfaction of the Officer/Department.
- iii. The Incumbent is found lacking in honesty and integrity.
- iv. The Institute also retains the right to terminate the service at any time without giving any notice and also without assigning any reason therefore.

G. Working System:

The incumbent shall work either in section/Cell or as personal staff as per duties assigned.

H. Police Verification:

The incumbent shall be engaged only after verification of antecedent by the police.

Assistant Director (Ayu)-Incharge, RARI, Nagpur 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 RARI, Nagpur.

Dated: _____ (Signature of the Contractor with Rubber Stamp)

Regional Ayurveda Research Institute, (RARI) Nagpur

DETAILS OF THE CONTRACTS UNDERTAKEN BY 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 two financial years (Only Manpower Contract)	Description of the Contracts completed during last two financial years (Only Manpower Contract)	Whether completed successfully*	Annual work value/Turnover during last two financial years.	
						2018-19	2019-20.

*Satisfactory completion of work, signed by Head /Competent Officer of the Organization placing the Contract 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 _____

Regional Ayurveda Research Institute, (RARI) Nagpur
ELIGIBILITY FOR VARIOUS CATEGORIES

Sl.No	Name of the post	No. of posts	*Age limit (Yrs.)	Essential Qualifications and other qualifications required
1	Yoga Instructor	02	30	Essential: A full time regular Degree in Yoga/M.A. (Yoga), M.Sc (Yoga) from recognized University. Or Any degree with full time regular and one year diploma in yoga (after degree) from a recognized University or an Institute of repute and having one year professional experience.
2	Staff Nurse	01	30	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. b. 1 year experience in working in a recognized hospital preferable in Ayurveda Hospital. OR a. B.Sc. Nursing from a recognized University/Institution recognized by the Nursing Council of India.
3	Pharmacist	02	30	Essential: a) Diploma in Pharmacy/ D. Pharm. (Ay.) from recognized University/ Institution with two years' experience in recognized. Ayurvedic Hospital Or B. Pharm. (Ay.)
4	Lab Technician	02	30	Essential: i. 10+2 in science with diploma in medical laboratory technology. ii. Two years' experience in a laboratory attached with recognized teaching / research hospital.

5	Office Assistants	02	30	Essential: 1. Graduate in any discipline from a recognized University 2. Should have good communication, writing ability and inter-personal skill. 3. Knowledge of computer applications such as MS Word, MS Excel and MS Power Point 4. Typing in Hindi 30 W.P.M. and English 40 W.P.M. languages.
6	Social Worker	01	30	Essential: 1. Post Graduate in Sociology from recognize University. 2. Relevant Experience.
7	Panchakarma Technician (1 Male & 1 Female)	02	30	Essential: a) Diploma or Certificate course in Panchakarma of minimum one year duration from recognized institution. b) Three years experience in a recognized Ayurvedic Hospital / Institution.
8	Multi Tasking Attendants (Male & Female)	35	30	Essential: 1. 10th Pass from a recognized board 2. Should have good communication, and inter-personal skill 3. Knowledge of computer applications such as MS Word, MS Excel and MS Power Point
9	Driver	03	30	Essential: 10 th pass, Valid Driving License for Light and Heavy Vehicles and Experience for about two years in the line.

* Age as on 1st January of the recruitment year. Relaxable for SC/ST/OBC as per Government of India (DoPT) orders / notifications received from the CCRAS.

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in last two years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor have been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We further declare that:

a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government Central or State.

b) We hereby certify we have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to above matters, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge sheeted by any agency of the Government or convicted by a Court of Law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/managers/employees.

Signature, Name & Designation with office
Seal of Service Provider/Agency/Firm