

Tender Notification No : RARI/01/2021

Price Rs. 1,000/-

**TENDER DOCUMENT
(Outsourcing of Manpower)**

**"Job contract for providing different category of Manpower against various services"
at Regional Ayurveda Research Institute, (RARI)
PATNA**

1.	Cost of Tender Document	Rs.1,000 (Rupees One Thousand Only) by Cash/DD
2.	Last date for obtaining tender document	20.03.2021 up to 3.00 PM
3.	Last Date and time for submission of Tender	22.03.2021 up to 1.00 PM
4.	Date, Time and Place of opening of Tender (only Technical Bid)	25.03.2021 (3:00 PM) at Incharge Chamber
5.	Earnest Money Deposit (EMD)	Rs. 50,000/- (Rupees Fifty Thousand only)
6.	Security Deposit by the selected agency on award of work	Rs. 3,00,000/- (Rupees Three lakhs Only)
7.	Date and time for opening of Price /Financial Bid	Date and time will be intimated to the technically qualified bidders separately.
8.	Validity of tenders	90 days from the date of opening of tenders

Regional Ayurveda Research Institute
(Central Council for Research in Ayurvedic Sciences)
Ministry of AYUSH, Govt. of India
Agamkuan, Patna – 800007 (Bihar)
Tele: 0612-2630903
E-mail : arri.patna@gmail.com / arri-patna@gov.in

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**Regional Ayurveda Research Institute (RARI),
Agamkuan, Patna - 800007**

TENDER DOCUMENTS (Non-transferable)

Ref. No: **RARI/01/2021**

Name of work :	"Job contract for providing different category of Manpower against various services" at Regional Ayurveda Research Institute (RARI), Agamkuan, Patna - 800007
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Note:

1. Tender documents are non-transferable and will be used by the Contractor 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. Salary/Wages per day (as specified in the format of Financial bid) and service charges (as % of the Wages) only to be entered in the quotation. Tenders received, with changes in category, No. of persons proposed to be deployed etc. will not be accepted.
5. The nature of jobs requirement can be seen personally at RARI, Agamkuan, Patna by the tenderer. 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 (RARI), Agam Kuan, Patna

Ref. No: RARI/01/2021

Date:

TENDER NOTIFICATION NO.: RARI/01/2021

**"Job contract for providing different category of Manpower against various services"
at Regional Ayurveda Research Institute (RARI), Agamkuan, Patna - 800007**

Sealed tenders are invited by **Assistant Director Incharge**, RARI, Patna from registered / eligible bidders in **Two bid system** (Technical & Financial Bid), who fulfill the eligibility criteria as prescribed below, under the heading of "Eligibility criteria of the bidder" for following work at RARI, Patna. The prospective tenderers may satisfy themselves about the nature of services required by visiting RARI, Patna 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 Manpower against various services" at Regional Ayurveda Research Institute, Agamkuan, Patna-800007.

- (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, Patna between 10.00 A.M. and 5.00 P.M. on all working days from 10.03.2021 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 Incharge, RARI, Patna.

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, Professional Tax and GST Authorities.
(c) Minimum experience of two years in providing similar services to Government Sectors/other similar organizations or two years' experience of working in Government or Private Medical Sectors with performance certificate.
(d) Must have minimum of Rs. 1,00,00,000/- (Rupees One Crore 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, Patna. In case any of his relative is working in RARI, Patna, he has to intimate prior to the purchase of tender document and seek prior permission to participate in the tender process.

The Financial Bids should be submitted in separate envelope, strictly as per the format given in the **Annexure-II**. The rates quoted in the Financial Bids should be both in words and figures. Bids with any cuttings or over writings, in figures will not be considered. The financial bid should be properly sealed and signed. Financial bids only of those firms will be opened, who qualify on the basis of the Technical Evaluation by the Tender Committee. 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 MANPOWER AGAINST VARIOUS SERVICES" and submitted within the date & time of Bid submission, so as to reach the Assistant Director Incharge, Regional Ayurveda Research Institute, Patna

The Assistant Director Incharge, RARI, Patna 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 due date and time will not be considered.

Assistant Director Incharge

Sd/-



REGIONAL AYURVEDA RESEARCH INSTITUTE, (RARI) PATNA

Ref. No: RARI/01/2021

Date -----

DETAILS OF TENDER

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

- (i) Tender documents. (Signed by the Tenderer on each page)
- (ii) Self-attested copies of registration certificates issued by the appropriate authority.
- (iii) Self-attested copy of Labour license under Contract Labour (Regulation & Abolition) Act, 1970 regarding previous contracts executed in past one year.
- (iv) Self attested copy of valid GST registration certificate.
Self Attested copy of Professional Tax Registration
- (v) Self-attested copy of registration under EPF.
- (vi) Self attested copy of registration under ESI.
- (vii) 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.
- (viii) Proof of successfully carrying out similar contracts at least three, in name of the party, engaging 10 or more man power in each contract, during the last 2 years in Government/Semi-Govt./Central/Autonomous bodies or any other medical institutions/establishments. Performance Certificate must be provided. Any value added services to be provided by the service provider would have advantage.
- (ix) Customers' satisfaction proof.
- (x) Declaration About not involving in Fraud and Corrupt Practices (Annexure-III)
- (xi) EMD of Rs.50,000/- (Rupees Fifty Thousand only) by way of DD drawn in favour Assistant Director In Charge RARI, Patna.
- (xii) 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.
- (xiii) Proof of depositing the cost of tender document.
- (xiv) Copy of PAN, TAN, ITR and Certified copy of balance sheet for the last three years.
- (xv) A copy of the certificate from the authority concerned (from Police Department etc.) regarding to provide security services/security guards.

The Technical bid shall be submitted as per **Annexure-I**, duly attested and supported by the above documents. The decision of the committee duly approved by the Assistant Director Incharge, RARI, Patna in this regard will be final.

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

(I) Rate/Price Schedule. (Annexure – II)

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

3. Evaluation of tender will be based on lowest quoted service charge, which should not be less than 4% of the 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. 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 two financial years (2) Number of years of experience from commencement by 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 and (4)Registration with Directorate General, Resettlement In addition to above, what value added services can the agency provide to the Institute with supporting documents (5) Number of outsourcing contracts undertaken/completed in the Ministry of AYUSH/CCRAS Hqrs. office and its peripheral Institutes.

The decision of the committee duly approved by the Assistant Director Incharge, RARI, Patna in this regard will be final.



REGIONAL AYURVEDA RESEARCH INSTITUTE, (RARI) PATNA

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/ Agency (Attach certificates of registration)		
3.	Banker of Company/ Firm/ Agency with full address and Bank solvency certificate (Attach certified copy of bank solvency certificate issued after the date of publication of tender.		
4.	PAN/ TAN No. (Attach attested copy)		
5.	Professional Tax Registration (Attach Copy)		
6.	GST Registration No. (Attach attested copy)		
7.	E.P.F. Registration No. (Attach attested copy)		
8.	E.S.I. Registration No. (Attach attested copy)		
9.	Documents showing completion of work at least one service of value not less than Rs. One Crore per annum related to providing human resources in a single contract during the two years 2018-19 & 2019-20.		
10.	Details of the major 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). Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU		
11.	Number of similar assignments; Manpower provided to Govt./Private/PSU in last two years by the Agency (Attach Copy)		
12.	Declaration of not involving in Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-III)		
13.	Registration. of firm under State Govt/Central Labour Commission (Attach attested copy)		
14.	Certified Turn Over, Profit and Loss Account & Balance Sheet of Last Two Year by the Chartered Accountant.		
15.	Cost of Tender Document & EMD		

N.B- The document submitted should be marked / numbered clearly for proper comparison/assessment, failing which the tender shall be liable for rejection. The Bid shall be submitted on the letter head of the tenderer strictly.

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

Date:

Name:

Place:

Seal:

Signature of Firm/Agency with date & seal.

ANNEXURE-II

REGIONAL AYURVEDA RESEARCH INSTITUTE, (RARI) PATNA

Price/Financial Bid

S. No.	Category of Manpower	No. of personnel required
1.	Yoga Instructor	As per requirement of the Institute
2.	Office Assistant	
3.	Driver	
4.	Pharmacist	
5.	Multi Tasking Attendant	
6.	Housekeeping personnel	
7.	Security Guard	
8.	Any other category may be added/deleted as per need of the Institute.	

TABLE- 2

Sl. No.	Category	Rate % of wage
1	Rate of Service Charge (in %) on the Salary/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. No other charges shall be taken into consideration.
5. Service Charges quoted, should not be less than 4% of the Basic Salary/wage and should be above 4% of basic wage.
6. 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- 4.33% and not a fractional number like $4\frac{1}{3}\%$. 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.
7. 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.

Handwritten signature

Undertaking

Enclosed Earnest Money Deposit (EMD) in the form of Demand Draft No. _____
Dated _____ for Rs. 50,000/- (Rupees Fifty Thousand only) drawn in favour of Assistant
Director Incharge, RARI, payable at Patna-800007

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 of. 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) PATNA
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, Patna as per the requirement from time to time. The number of Man-power required will vary from time to time depending on the need of the Institute. 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 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 mutually agreed upon. Assistant Director Incharge, REGIONAL AYURVEDA RESEARCH INSTITUTE, (RARI) PATNA 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 documents except writing the rates and amount. Conditional tender 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, 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.

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 contractor.

3.7 The Tenderer must ensure that wages to be paid to the different category of workers should be one quoted as per Tender but should not be less than minimum wages fixed by the Central Government or State Government whichever is higher and as amended from time to time, applicable to and if any bidder quoting less than the minimum wages as applicable shall be disqualified at the stage of evaluation.

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 is 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 any other statutory payments on behalf of the personnel deployed by him to the appropriate authority. The monthly reimbursement towards EPF & ESI in respect of workers deployed at RARI, Patna will be paid to the contractor after proof of depositing the same to the appropriate



authority. The proof of deposit in this regard should be in respect of the workers deployed at RARI, Patna 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 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 on satisfactory completion of one year's service by the Outsourcing agency concerned and on the recommendation of the concerned controlling officer, an increase in annual remuneration @ 5% (five percent) can be considered to neutralize the dearness allowance. They shall not be 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 for an amount of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of an Account Payee Demand Draft from a nationalized bank in favour of Assistant Director Incharge, RARI, Patna along with the tender document.

Tender not accompanied by EMD amount shall be rejected.

4.1 The Earnest money deposit of Rs. 50,000/- (Rupees Fifty Thousand only) of the successful bidder shall remain with the RARI, Patna which would be adjusted in 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 /neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the RARI, Patna

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

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

6.0 PERFORMANCE SECURITY

6.1. The successful contractor who will be awarded the contract has to furnish a Demand Draft amounting Rs. 3,00,000/- (Rupees Three lakhs Only) in favour of Assistant Director Incharge, RARI, Patna 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 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, Patna 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, Patna 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, Patna on demand. Further, the contractor shall ensure that no financial or any other liability comes on RARI, Patna in this respect and shall keep RARI, Patna indemnified.

7.2 The contractor shall further keep the RARI, Patna indemnified against any loss to the property and assets of RARI, Patna, caused by workers provided by him. The RARI, Patna 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 Rajasthan 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, Patna, the Contractor shall submit the eligible nominations along with Curriculum Vitae and other supporting documents relating to educational qualifications.

9.3 The Outsourcing Agency shall issue appointment letter at the time of initial appointment as well as letter for renewal of contract to the outsourced employees.

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 the Ministry.

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 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, a relationship of 'Employer' and "Employee" between the said persons and the RARI, Patna shall accrue/arise, implicitly or explicitly.

9.9 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 activities or disorderly conduct, the Outsourcing Agency shall immediately withdraw and take suitable action against such persons in case of any of the aforesaid acts, on the report of RARI in this respect. Further, contractor shall immediately replace the said person on demand of Assistant Director Incharge, RARI, Patna.

9.10 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 and strictly as per the eligibility criteria laid down for each category of workers.

9.11 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, Patna 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.

9.12 Contractors shall comply the Rules/regulations and/or statutes that are applicable to them and shall further keep the RARI, Patna 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, RARI, Patna 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 payments.

9.13 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, Patna 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.

9.14 The contractor shall take all reasonable precautions to prevent any unlawful activities or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of life and property of RARI, Patna.

9.15 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 Incharge, RARI, Patna a sum as may be claimed by thereof.

9.16 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, Patna 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.

9.17 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.



9.18 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, Patna 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 Incharge, RARI, Patna
 - 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 Incharge, RARI, PATNA 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 Incharge,
RARI, PATNA**



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 _____



ANNEXURE – A

**REGIONAL AYURVEDA RESEARCH INSTITUTE, (RARI) PATNA
(AGREEMENT)**

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, Patna 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 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 payment strictly through Employees Bank Account only
10. All the workers of the contractor will report for duty at a fixed point to be decided by the **Assistant Director Incharge, RARI, Patna** 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, Patna 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. **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.
14. **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.
15. **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.



16. 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 Labour (Regulation and Abolition) Act, 1970.

17. 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.

18. Working System:

The incumbent shall work either in section/Cell or personal staff.

19. Police Verification:

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

Assistant Director Incharge, RARI, Patna 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, Patna.

Dated:

(Signature of the Contractor with Rubber Stamp)



ANNEXURE – III

REGIONAL AYURVEDA RESEARCH INSTITUTE, (RARI), BANIPARK, PATNA -16

DETAILS OF THE CONTRACTS UNDERTAKEN BY THE CONTRACTOR/AGENCY

A Name of the Contractor/ Agency	B Date of starting of the work by the Contractor/ Agency	C No. of years completed till date	D No. of contracts completed during last two financial years (Only Manpower Contract)	E Description of the Contracts completed during last two financial years (Only Manpower Contract)	F Whether completed successfully*	G 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 _____



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 of 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

