

Tender Notification No : 02/2018

Price Rs. 1,000 -

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

**"Job contract for providing different category of workers against various works" at Central Ayurveda Research Institute for Hepatobiliary Disorders (CARIHD), Bhubaneswar- 751 029.**

1.	Cost of Tender Document	Rs.1,000 (Rupees One Thousand Only) by Cash DD
2.	Last date for obtaining tender document	02.05.2018 (4.00 P.M.)
3.	Last Date and time for submission of Tender	03.05.2018 (up to 4.00 P.M.)
4.	Date, Time and Place of opening of Tender (only Technical Bid)	05.05.2018 (2.00 P.M) in the Conference room of the Institute
5.	Earnest Money Deposit (EMD)	Rs. 70,000/- (Rupees Seventy thousand only)
6.	Security Deposit after award of work	Rs. 3,50,000/- (Rupees Three lakh and fifty thousand 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

**CENTRAL AYURVEDA RESEARCH INSTITUTE FOR HEPATOBILIARY DISORDERS (CARIHD)**

(Central Council for Research in Ayurvedic Sciences)

**Bharatpur, Near Kalinga Studio, BHUBANESWAR- 751 029**

Phone: 0674-2386702. e-mail- [nriadd-bhubaneswar@gov.in](mailto:nriadd-bhubaneswar@gov.in).

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**CENTRAL AYURVEDA RESEARCH INSTITUTE FOR HEPATOBILIARY  
DISORDERS (CARIHD) BHUBANESWAR- 751 029**

**TENDER DOCUMENTS (Non-transferable)**

Ref.No: **02/2018**

Name of work :	“Job contract for providing different category of workers against various works” at Central Ayurveda Research Institute for Hepatobiliary Disorders (CARIHD), Bhubaneswar- 751 029.
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**CONTENTS**

Sl. No	Description	Page No.
a)	Notice Inviting Tender	3-4
b)	Details of Tender	5-6
c)	Technical Bid (Annexure-I)	7
d)	Price Bid/Rate Schedule (Annexure-II)	8-9
e)	Terms & Conditions	10-14
f)	Declaration by the tenderer	14
g)	Agreement (Annexure-A)	15-16
h)	Acceptance certificate by the tenderer	16
i)	Details of the Contracts	17
j)	Eligibility Criteria for the various categories	18
k)	Annexure-III (Declaration about fraud and corrupt practices	19

**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 (as specified in the format of Financial bid) 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 CARIHD 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/ Mobile No:

e-mail id:

**Signature of the officer issuing tender**



**CENTRAL AYURVEDA RESEARCH INSTITUTE FOR HEPATOBILIARY  
DISORDERS (CARIHD), BHARATPUR, BHUBANESWAR**

Ref.No: 02/2018

Date : .....

**TENDER NOTIFICATION NO.02/2018**

**"Job contract for providing different category of workers against various works" at Central Ayurveda Research Institute for Hepatobiliary Disorders (CARIHD), Bhubaneswar- 751 029.**

**Two bid** (Technical & Financial Bid) sealed tenders are invited by the Director, CARIHD, Bhubaneswar from the registered / eligible bidders who have fulfilled the eligibility criteria as prescribed below under the heading of "eligibility criteria of the bidder" for following work at CARIHD, Bhubaneswar. The prospective tenderers may satisfy themselves about the requirement by visiting CARIHD 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 against various works" at Central Ayurveda Research Institute For Hepatobiliary Disorders (CARIHD), Bhubaneswar- 751 029.

The advertisement and detailed tender documents are also available on CCRAS's website: [www.ccras.nic.in](http://www.ccras.nic.in). The tender documents (Non-transferable) can be obtained in person from the office of CARIHD, Bhubaneswar-751029 between 10.00 A.M. and 4.00 P.M. on all working days up to 02.05.2018 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 paper may be submitted in the form of Demand Draft.

**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 GST Authorities.
- (c) Minimum experience of two years 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 Lakh Only) each year during preceding two years (Financial Years).

The Financial Bids in separate envelope should be 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 cutting or overwriting 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 WORKERS AGAINST VARIOUS WORKS”** & with due last date & time of Bid submission, duly sealed and addressed so as to reach the Director, Central Ayurveda Research Institute for Hepatobiliary Disorders, Bharatpur, Bhubaneswar-751029.

The Director, CARIHD, 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



**CENTRAL AYURVEDA RESEARCH INSTITUTE FOR HEPATOBILIARY  
DISORDERS (CARIHD), BHUBANESWAR- 751 029**

Ref.No: **02/2018**

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 copy of registration certificate issued by the appropriate authority.
- (iii) Self-attested copy of labour license under Contract Labour (Regulation & Abolition) Act, 1970 regarding previous contract for one year.
- (iv) Self attested copy of valid GST registration certificate.
- (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 carrying out one yearly similar contract amounting Rs.50,00,000/- (Rupees Fifty lakhs) or above.
- (ix) Customers' satisfaction proof.
- (x) Declaration About Fraud and Corrupt Practices (Annexure-III)
- (xi) EMD of Rs.70,000/- (Rupees Seventy thousand only) by way of DD drawn in favour Director, CARIHD, Bhubaneswar.
- (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.

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 Director, CARIHD, Bhubaneswar 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.** The Tenderer shall not be permitted to tender in case his relative is posted in a supervisory capacity in CARIHD, Bhubaneswar. In case any of his relative is working in CARIHD,

Bhubaneswar, he has to intimate prior to the purchase of tender document and seek prior permission to participate in the tender process.

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) In addition to above, what value added services can the agency provide to the security personnel / Institute with supporting documents (2) Total turnover of the contractor/agency during last two financial years; (3) Number of years of experience from commencement by the contractor/agency for having done similar type of contracts (security contracts); and (4) Number of security contracts undertaken/completed by the contractor/agency during last two financial years. The decision of the committee duly approved by the Director, CARIHD, Bhubaneswar in this regard will be final.



**CENTRAL AYURVEDA RESEARCH INSTITUTE FOR HEPATOBILIARY DISORDERS  
(CARIHD), BHUBANESWAR- 751 029**

**TECHNICAL BID (Check List)**

**Format for submission of tender for engagement of Man Power at CARIHD, Bhubaneswar**

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 statement of A/C for the last TWO years) & bank solvency certificate issued from the date of publication of tender.		
4.	PAN/GIR No. (Attach attested copy)		
5.	GST Registration No. (Attach attested copy)		
6.	E.P.F. Registration No. (Attach attested copy)		
7.	E.S.I. Registration No. (Attach attested copy)		
8.	Documents showing completion of work at least one service of value not less than Rs. 50 Lakh per annum related to providing human resources in a single contract for a period of two years between 2015-16 & 2016-17		
9.	Give details of the major similar contracts handled by the tendering Company/ Firm/ Agency on behalf of PSUs and Government Departments during that 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 (Attach Copy)		
10.	Number of similar assignments; Manpower provided to Govt./Private/PSU in last two years by the Agency (Attach Copy)		
11.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the <b>Tender Document – Annexure-III</b> )		
12.	Regd. of firm under State Govt/Central Labour Commission (Attach attested copy)		
13.	Certified Turn Over Certificate, Profit and Loss Account & Balance Sheet of Last Year by the Chartered Firm.		
14.	Cost of Tender Paper & EMD		

N.B- The document submitted should be marked / numbered clearly for each comparing/assessing failing which the tender shall be liable to be rejected. The Bid shall be submitted in the letter head of the tenderer strictly.

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

Date :  
Place :

Name :  
Seal :

**Signature of Firm/Agency with date & seal.**



**ANNEXURE-II**

**CENTRAL AYURVEDA RESEARCH INSTITUTE FOR HEPATOBILIARY  
DISORDERS (CARIHD) BHUBANESWAR- 751 029**

**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)	Fixed Wages* (Including EPF, ESI) In Rupees.	Taxes
1.	<b>Skilled worker</b>			1. Service Charge 2. GST as applicable (As approved by Govt, of India)
	a) Staff Nurse	02	16,000/-	
	b) Driver	01	16,000/-	
	c) Office Assistant	02	20,000/-	
	d) Pharmacist	01	16,000/-	
3.	Semi-skilled worker (Multi Tasking Attendant)	11	16,000/-	
4.	Un-skilled worker **(House Keeping)	08	**As per the applicable minimum wage rate which should not be less than the minimum wage as prescribed under rules as applicable to Bhubaneswar.	

\* The Fixed wages may be enhanced time to time as per the orders of the higher authority (CCRAS).

\*\*Minimum wage should not be less than the rate prescribed by either the Central Government or State Government whichever is higher.

**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 3 $\frac{1}{3}$ %. 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.

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. 70,000/- (Rupees Seventy thousand only) drawn in favour of Director, CARIHDD, payable at Bhubaneswar-751 029

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.

SIGNATURE OF THE TENDERER

Dated:

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



**CENTRAL AYURVEDA RESEARCH INSTITUTE FOR HEPATOBILIARY  
DISORDERS (CARIHD), BHUBANESWAR- 751 029**

**TERMS & CONDITIONS FOR AWARD OF WORK**

**1.0 SCOPE OF WORK**

The contractor shall provide different Category of Man-power (i.e. Un-skilled, Semi-skilled, Skilled & highly skilled) to CARIHD, Bhubaneswar as per the requirement from time to time. The number of Man-power 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, CENTRAL AYURVEDA RESEARCH INSTITUTE FOR HEPATOBILIARY DISORDERS (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 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. All the provision of the GST 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 CARIHD 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 GST, EPF, ESI and any other statutory payments on behalf of the personnel deployed by him to the appropriate authority. The monthly reimbursement towards GST, EPF & ESI in respect of workers deployed at CARIHD 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 CARIHD, 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 GST, 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. 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. 70,000/- (Rupees Seventy thousand only) in the form of an Account Payee Demand Draft from a nationalized bank in favour of Director of CARIHD, 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.70,000/- (Rupees Seventy thousand only) of the successful bidder shall remain with the CARIHD 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 CARIHD, 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.3,50,000/- (Rupees Three lakhs fifty thousand Only) in favour of Director, CARIHD, 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 CARIHD, 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 CARIHD, 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 CARIHD, Bhubaneswar on demand. Further, the contractor shall ensure that no financial or any other liability comes on CARIHD, Bhubaneswar in this respect and shall keep CARIHD/CCRAS indemnified.

**7.2** The contractor shall further keep the CARIHD (CCRAS) indemnified against any loss to the CARIHD(CCRAS) property and assets. The CARIHD(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' (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 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** On demand by the Institute, the Outsourcing Agency 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** 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.

**9.8** 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, shall a relationship of 'Employer' and "Employee" between the said persons and the CARIHD (CCRAS) 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 riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the CARIHD(CCRAS) in this respect. Further, the contractor shall immediately replace the said person on demand of the Director, CARIHD in case of any of the aforesaid acts.

**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 as annexed at Annexure-B.

**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 CARIHD, 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

**9.12** Rules/regulations and/or statutes that may be applicable to them and shall further keep the CARIHD, 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, CARIHD (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.

**9.13** 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 CARIHD, 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.

**9.14** 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 CARIHD(CCRAS).

**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 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, CARIHD, Bhubaneswar, 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 CARIHD(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 GST 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 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.

**9.18** The Outsourcing Agency shall make payment of monthly remuneration through ECS by 07th of every month and submit the proof of remittance along with bill to the Ministry.

#### **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 :-

1. on the expiry of the contract period as stated above;
2. By giving one month's notice by CARIHD(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, CARIHD, 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/hindrance/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.

**13.0 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, CARIHD, 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)**

**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 (AGREEMENT)**

### **CENTRAL AYURVEDA RESEARCH INSTITUTE FOR HEPATOBILIARY DISORDERS (CARIHD) BHUBANESWAR- 751 029**

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 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 CARIHD, 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, CARIHD, 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, CARIHD, 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, GST 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 CARIHD, 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. A) Duties and responsibilities:**

##### **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 ne 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 in AEBAS 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 before the expiry of the term.

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

**E. Conflict of interest:**

The incumbent shall not claim any benefit/compensation/absorption/regularization of service with this Ministry under the provision of Industrial Disputes Act.1947 or Contract Labour (Regulation and Abolition) Act, 1970.

**F. Termination of Services:**

The Institute may terminate this service if:

- i. The incumbent is unable to address the assign work.
- ii. Quality of the assigned work 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 personal staff of the Police.

**H. Police Verification:**

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

- 3. Director, CARIHD, 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 CARIHD, Bhubaneswar.

Dated:

(Signature of the Contractor with Rubber Stamp)





**CENTRAL AYURVEDA RESEARCH INSTITUTE FOR HEPATOBILIARY DISORDERS  
(CARIHD), BHUBANESWAR- 751 029**

**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.	
						2015-16	2016-17.

\*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 \_\_\_\_\_



**ANNEXURE-B**

**CENTRAL AYURVEDA RESEARCH INSTITUTE FOR HEPATOBILIARY  
DISORDERS (CARIHD), BHUBANESWAR-751003**

**ELIGIBILITY FOR VARIOUS CATEGORIES**

Sl. No	Name of the post	No. of posts	*Age limit (Yrs.)	Essential Qualifications and other qualifications required
1	Staff Nurse	02	30	<b>Essential:</b> 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.
2	Driver	01	30	<b>Essential:</b> 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	Office Assistant	02	30	<b>Essential:</b> 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	Multi Tasking Attendant (Semi-Skilled) (1. Panchakarma Attendant-06 2. Dressor-01 3. Kitchen Servant-01 4. Wardboy-01 5. Laboratory Attendant-01 6. Cook-01)	11	30	<b>Essential:</b> 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
5	House-Keeping (Unskilled)	08	30	<b>Essential:</b> Read and Write

\* Age as on 1<sup>st</sup> January of the recruitment year. Relaxable 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 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 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 matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders palled 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