

REGIONAL AYURVEDA RESEARCH INSTITUTE FOR SKIN DISORDERS

(C.C.R.A.S., Ministry of AYUSH, Govt. of India)
Block 'A' & 'D', Second Floor, Bahumali Bhavan, Manjushree Mill Compound,
Girdharnagar Overbridge, Asarwa, AHMEDABAD - 380 004 (Gujarat)

TENDER DOCUMENTS (Non-transferable)

Name of work:	“Tender for Providing Manpower on Outsourced Basis” to Regional Ayurveda Research Institute For Skin Disorder(RARISD), Ahmedabad
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Note:

1. Tender documents are non-transferable and will be used by the Contractor only to whom these are issued.
2. Tenderer should ensure that they have received all the above papers.
3. All these documents are to be returned, duly signed by the Tenderer on each page, while submitting the offer.
4. Wages per day (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 RARISD 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



क्षेत्रीय आयुर्वेदीय त्वकरोग अनुसंधान संस्थान

(सी.सी.आर.ए.एस., आयुष मंत्रालय, भारत सरकार)

ब्लोक 'ए' एंड 'डी', दूसरी मंजिल, बहुमंजिला भवन, मंजुश्री मील परिसर,
गिरधरनगर ओवरब्रिज के पास, असारवा, अहमदाबाद - 380004 (गुजरात)

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F.No.3-1C/ RARISD/Ahm./Estt./2018-19/

Date: 06-06-2018

TENDER NOTIFICATION NO. 01 / 2018-19

“TENDER FOR PROVIDING MANPOWER ON OUTSOURCED BASIS”

at Regional Ayurveda Research Institute For Skin Disorder (RARISD), Ahmedabad - 380004.

Two bid (Technical & Financial Bid) sealed tenders are invited by the Research Officer I/C, RARISD, Ahmedabad 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 RARISD, Ahmedabad. The prospective tenderers may satisfy themselves about the requirement by visiting RARISD office on any working day between 10.00 a.m. & 5.00 p.m. before submitting their tender.

**Name of work: “TENDER FOR PROVIDING MANPOWER ON OUTSOURCED BASIS”
at Regional Ayurveda Research Institute For Skin Disorder (RARISD), Ahmedabad - 380004.**

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 RARISD, Ahmedabad -380004 between 10.00 A.M. and 5.00 P.M. on all working days up to 23.06.2018 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 along with proforma given in **Annexure – I**.

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

- Possess valid Labour License issued by the Labour Commissioner or carried out similar work after obtaining license from the appropriate authority.
- 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.50,00,000.00 - Rupees fifty Lakh Only) each year during preceding two years (Financial Years).

The Technical Bid & The Financial Bids should be in separate envelope strictly as per the format given in the **Annexure-II** & **Annexure-IV** respectively. 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 FOR PROVIDING MANPOWER ON OUTSOURCED BASIS**' and '**FINANCIAL BID FOR PROVIDING MANPOWER ON OUTSOURCED BASIS**' respectively, and sealed separately. Both these envelopes should be put in a bigger envelope super-scribed as "**TENDER FOR PROVIDING MANPOWER ON OUTSOURCED BASIS**" & with due last date & time of Bid submission, duly sealed and addressed so as to reach the Research Officer In charge, Regional Ayurveda Research Institute For Skin Disorder(RARISD), Ahmedabad -380004.

The Research Officer In charge, RARISD, Ahmedabad 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/-
RESEARCH OFFICER IN CHARGE

**REGIONAL AYURVEDA RESEARCH INSTITUTE FOR SKIN DISORDER (RARISD),
AHMEDABAD -380004**

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 Practice (**Annexure-V**)
- xi. EMD of Rs.5,000/- (Rupees Five thousand only) by way of DD drawn in favour Research Officer In charge, RARISD, Ahmedabad.
- 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-II**, duly attested and supported by the above documents. The decision of the committee duly approved by the Research Officer Incharge, RARISD, Ahmedabad in this regard will be final.

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

(1) Rate/Price Schedule. (Annexure -IV)

- a) The Financial bid is to be submitted strictly as per the prescribed format as given at Annexure-IV. The criteria for the evaluation of the Financial Bid will be decided by the Institute and the tenderer have to accept the same.
- b) The Tenderer shall not be permitted to tender in case his relative is posted in a supervisory capacity in RARISD, Ahmedabad. In case any of his relative is working in RARISD, Ahmedabad, he has to intimate prior to the purchase of tender document and seek prior permission to participate in the tender process.

- c) Evaluation of tender will be based on lowest quoted service charge, which should not be less than 5% 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.
- d) In case of tie in the service charge, the criteria for final decision shall be taken as per following order
 - i. In addition to above, what value added services can the agency provide to the deployed personnel / Institute with supporting documents
 - ii. Total turnover of the contractor/agency during last two financial years
 - iii. Number of years of experience from commencement by the contractor / agency for having done similar type of contracts (security contracts)
 - iv. Number of similar contracts undertaken/completed by the contractor/agency during last two financial years. The decision of the committee duly approved by the Research Officer In Charge, RARISD, Ahmedabad in this regard will be final.

**REGIONAL AYURVEDA RESEARCH INSTITUTE FOR SKIN DISORDER (RARISD),
AHMEDABAD -380004**

TERMS & CONDITIONS FOR AWARD OF WORK

A. GENERAL

1. SCOPE OF WORK

The contractor shall provide different Category of Man-power as per eligibility criteria mentioned in **Annexure – VI** to RARISD, Ahmedabad 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 01 to 13 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. 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 RESEARCH OFFICER I/C, REGIONAL AYURVEDA RESEARCH INSTITUTE FOR SKIN DISORDER, AHMEDABAD-380004 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.

1. 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.

2. While quoting the amount, the Contractor must keep in view as follows:-

- i. 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.
- ii. 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.
- iii. 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 RARISD to the contractor.
- iv. 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, and ESI 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 RARISD 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 RARISD, Ahmedabad 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.

3. EARNEST MONEY DEPOSIT:

- i. The contractor shall deposit EMD for an amount of Rs. 5,000/- (Rupees Five thousand only) in the form of an Account Payee Demand Draft from a nationalized bank in favour of Research Officer I/C,Ahmedabad along with the tender document.
- ii. Tender not accompanied by EMD amount shall be rejected.
- iii. EMD of the unsuccessful bidders will be returned to them at the earliest.
- iv. The Earnest money deposit of Rs.5,000/- (Rupees Five thousand only) of the successful bidder will be refunded them within period of 30 days after award of contract.
- v. The EMD amount shall be forfeited if the bidder withdraws his bid during the period of tender validity.
- vi. 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 RARISD, Ahmedabad.

4. PERFORMANCE SECURITY

- i. The successful contractor who will be awarded the contract has to furnish the performance security deposit in the form of Demand Draft or Bank Guarantee Receipt amounting Rs.1,66,000/- (Rupees One lakhs sixty six thousand Only) in favour of Research Officer I/C,RARISD, Ahmedabad within 15 days from the date of issue of award letter.
- ii. 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.
- iii. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of the EMD amount.

5. INDEMNIFICATION

- i. The contractor shall keep the RARISD, Ahmedabad 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 RARISD, Ahmedabad 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 RARISD, Ahmedabad on demand. Further, the contractor shall ensure that no financial or any other liability comes on RARISD, Ahmedabad in this respect and shall keep RARISD/CCRAS indemnified.
- ii. The contractor shall further keep the RARISD (CCRAS) indemnified against any loss to the RARISD (CCRAS) property and assets. The RARISD (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.

6. AGREEMENT

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

7. CONTRACTOR’S OBLIGATIONS

- i. 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), Ahmedabad 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. The Outsourcing Agency shall issue an ID card to all the outsourced employees and uniform as required.
- vi. 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.
- vii. 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 RARISD (CCRAS) shall accrue/arise implicitly or explicitly.
 - viii. 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 RARISD (CCRAS) in this respect. Further, the contractor shall immediately replace the said person on demand of the Research Officer I/C, RARISD in case of any of the afore said acts.
 - ix. 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-VI**.
 - x. The Contractor shall at his own cost, if required, take necessary insurance cover in respect of the persons employed for the aforesaid services to RARISD, Ahmedabad 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
 - xi. Rules/regulations and/or statutes that may be applicable to them and shall further keep the RARISD, Ahmedabad 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, RARISD. (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.
 - xii. 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 RARISD, Ahmedabad 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 contribution will be withheld till submission of required documents.
 - xiii. 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 RARISD (CCRAS).

8. 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 Research Officer I/C, RARISD, Ahmedabad 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.

9. PAYMENT TERMS:

The standard terms of payment are within 30 days from the date of submission of bills in triplicate along with work completion certificate certified by the Competent Authority in RARISD. The payment shall be made through Cheque only.

10. PAYMENT OF SALARY BY SERVICE PROVIDER:

The Service provider shall ensure that the salary to the persons so employed is made by 07th day of the succeeding month. The emoluments of the hired manpower shall be payable on the basis of minimum wages fixed by the Central Government from time to time. The Bids offering Administrative/service charges of less than a minimum of 5% of wages (Fixed by Central Government at the time of issuance of the tender) would be summarily rejected.

11. 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.

12. PENALTY CLAUSE:

The service provider shall send the requisite number of persons within stipulated time after requisition from the Institute. In emergent cases, such as the person deployed falls sick or is not able to attend the office for reason beyond his control continuously for more than 03 days, the service provider shall deploy a suitable substitute. If the contractor fails to deploy requisite number of persons due to default on his part or fails to send the substitute, without prejudice to any other right or remedy available under the law to the Council on account of such breach, pro-rata recovery along with penalty equal to double the amount payable to the agency for deployment of that person, on pro-rata basis for the first ten days from the date of absence of the persons from duty will be made. In case the service provider fails to provide suitable substitute(s) within ten days, additional penalty @ 1% of the total wage bill (excluding taxes) of that month will be imposed.

13. TERMINATION OF THE CONTRACT:

In case of any material violation of any of the terms and conditions by the service provider, the Institute reserves its right to unilaterally terminate the contract. In case of any dispute, the decision of Research Officer In Charge, RARISD will be final and binding.

14. REVISION OF WAGES:

In case of revision in minimum wages, in writing, by Central Govt./Ministry of Labour and Employment, Government of India, the corresponding revised rates shall be payable by RARISD after the approval of Competent Authority.

15. STATUTORY OBLIGATION:

The Service Provider is required to deposit a valid license from the competent licensing authority under the provisions of Contract Labor (Regulation and Abolition) Act 1970 and Contract Labor (Regulation and Abolition) Central Rules, 1971 along with Technical Bid.

16. The Service Provider shall be obliged and solely responsible to comply with all statutory requirement in respect of the manpower engaged by him and the Institute shall not be a party to any dispute out of such deployment by the contractor.

17. SECURITY CONSIDERATIONS:

The persons deployed by the Agency should not have any Police record/ criminal cases against them and they should be deployed after police verification. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character verifications of all the personnel through local police should be furnished at the time of deployment.

18. PLACE OF DUTY, WORKING HOURS AND PUNCTUALITY:

- a) The Institute is presently housed at Block-‘A’ & ‘D’, Second Floor, Bahumali Bhavan, Manjushree mill compound, Near Girdharnagar over bridge, Asarwa, Ahmedabad-380004.(Gujarat). The personnel so deployed shall have to report for duty at the above place. No extra liability on this account will be borne by RARISD.
- b) The personnel deployed shall work for 08 hours on all working days.
- c) The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
- d) If need arises, the outsource staff shall have to sit late or come early or attend the office even on Saturday/Sunday/Gazetted Holidays (as per work requirements).
- e) Tenderers must quote rates for eight hours duty.

- 19.** For interview and skill test the service provider has to send a list of candidates three times of the requirement (3x1) within a week's time from the date of placement of the requisition.
- 20.** The Service Provider will provide to the Institute a list of all personnel so deployed with permanent and present address along with their latest photographs.
- 21.** The Service Provider shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The Institute shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc of the service provider's employees performing duties under the contract.
- 22.** It shall be responsibility of the Service Provider to issue the employment Card/Photo identity card to the workers as per the prescribed format and maintain the wage register and other register as provided in the Contract Labour (Regulation & Abolition) Act.
- 23.** The service provider shall replace within twenty four hours any of the personnel deployed if they are unacceptable to the Institute because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency upon receiving written notice from Institute. Not with standing above, the Institute has the right to ask to change/replace any personnel at any point of time without assigning any reason.
- 24.** The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- 25.** The Institute shall not be liable for any loss, damage, theft burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the service provider.
- 26.** The Service provider will be responsible for any damages done to the property of the Institute by the personnel employed. The RARISD will be free to recover it from the security deposit given by the Agency or from any other dues.
- 27.** The Service provider's personnel working in the Institute should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Institute. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

28. The Service Provider shall ensure proper conduct in the office premises of these persons deployed and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
29. The Service Provider's staff shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
30. The Service Provider's personnel shall not have any right to claim any benefit/compensation/absorption/regularization of services with the Institute / Council under the provision of industrial disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.
31. Any dispute regarding working hours and compensation to be paid to the workers deployed will be the responsibility of the service provider and no representation will be entertained on this issue by the Institute.
32. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider will be the responsibility of the Service Provider and the Institute will not entertain any claim in this regard.
33. The Company shall depute coordinators, who would be responsible for immediate interaction with the RARISD, so that optimal services of the persons deployed by the Company could be availed without any disruption.
34. The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the RARISD.
35. **ARBITRATION:**
Any dispute/difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties. However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration as per the provisions of Arbitration Act, 1940, where Research Officer In Charge, RARISD or his/ her nominee will be the sole Arbitrator.
36. Research Officer In Charge, RARISD reserves the right to terminate the contract at any point of time after giving a week's notice to the contracting company.
37. The contracting Company shall ensure that the manpower deployed in the RARISD conforms to the eligibility conditions of age, educational and professional qualification, language skills and experience prescribed etc in the Tender Document.

38. For all intents and purposes, the service providing Company shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the RARISD. The persons deployed by the Company in the RARISD shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against RARISD, Ahmedabad.

B. FRAUD AND CORRUPT PRACTICES

- i. The tenderer /applicant and their respective officers, employees, agents and adviser shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, RARISD may reject a tender without being liable in any manner whatsoever to the tenderer if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- ii. Without prejudice to the right of the RARISD under Clause (i) here in above, if a tenderer is found by the RARISD to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such tenderer shall not be eligible to participate in any tender floated by RARISD.
- iii. For the purposes of this Clause (i), the following terms shall have the meaning here in after respectively assigned to them:
 - a) “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
 - b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;
 - c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the bidding process;
 - d) “ Undesirable practice' means (i) establishing contact with any person connected with or employed or engaged by the Authority with objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of interest;
 - e) ”Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding process”.

C. LEGAL

- i. The Company shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance. In respect of the persons deployed by it in RARISD. The Company shall furnish a certificate in each month that all statutory requirements have been fulfilled along with the bills for payment.
- ii. The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to RARISD to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- iii. The Service provider shall maintain all statutory registers under the applicable laws .The Company shall provide the same on demand to the concerned authority of RARISD or any authority under law.
- iv. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of income tax, as amended from time to time.
- v. In case, the tendering Company fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the RARSD is put to any loss, obligation monetary or otherwise, the Performance Security Deposit of the Company, to the extent of the loss or obligation in monetary terms.
- vi. Jurisdiction for legal dispute, if any will be State of Gujarat.

D. FINANCIAL

- i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 5,000/- (Rupees Five Thousand only) in the form of Demand Draft drawn in favour of Research Officer In Charge, RARSID failing which the tender shall be rejected out rightly.
- ii. The EMD in respect of the Company which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to it without any interest. Further, if the Company fails to deploy manpower against the initial requirement within one week from date of placing the order, the EMD shall stand forfeited without giving any further notice.
- iii. The Outsourced manpower to be hired shall be paid the minimum wages per month as per Central Govt. Minimum Wages Act plus obligatory payments towards EPF/ESI/GST, as applicable or as fixed by RARISD subject to fulfilling of the statutory provisions.
- iv. The Successful tenders will have to deposit a performance Security Rs.1,86,000/- (Rupees One Lakh Eighty Six Thousand only) of the contract value within 15 days of the receipt of the formal order/signing of agreement. The performance security will be furnished in the form of the Account Payee/ Demand Draft or Bank Guarantee drawn in favour of Research Officer In Charge, RARISD.The performance security should remain

valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier. EMD will be refunded to them within a period of 30 days after the award of the contract.

- v. In case of breach of any terms and conditions stipulated in the contract, the performance security Deposit of the Company will be liable to be forfeited by the RARISD besides annulment of the contract.
- vi. The claims in bills regarding wages paid to the outsourced manpower deployed, Employees State Insurance, Provident Fund, and Goods & Service Tax etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. In respect of the outsourced manpower) pertaining to the concerned month's bill. A requisite amount/portion of the bill/whole of the bill shall be held up till the proof is furnished, at the discretion of the RARISD.
- vii. Any dispute or difference regarding the interpretation of the provisions of this agreement shall be resolved amicably between the parties. If the dispute is not resolved amicably, either party may refer the dispute or difference to Research Officer In Charge, RARISD for arbitration, whose decision shall be final and binding on the parties.
- viii. Regional Ayurveda Research Institute for Skin Disorders, Ahmedabad reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

ACCEPTANCE CERTIFICATE

I, _____
(Name of the contractor) have read and accepted all the guidelines, terms and conditions for providing the job contract services at RARISD. Ahmedabad.

DATE:
PLACE:

SIGNATURE OF THE TENDERER
NAME :
SEAL :

ANNEXURE - I

**REGIONAL AYURVEDA RESEARCH INSTITUTE FOR SKIN DISORDER(RARISD),
AHMEDABAD -380004**

PROFORMA FOR REGISTRATION

Registration fee Rs. 1000/- (Non- Refundable) for submission of bid

DD No..... Bank..... Date.....

1. Name of the Contractor/Agency : _____
2. Full Address : _____

3. Mobile no. : _____
4. E-mail : _____
5. Registration number with Office of the
Regional Labor Commissioner (Central/State): _____
6. PF Registration no. : _____
7. ESI Registration no. : _____
8. GST no. : _____
9. I.T PAN no. / TIN No. : _____

Signature

Note: The Performa should be filled up completely.

UNDERTAKING

I/ we _____ do hereby declare that we have carefully read all the conditions of the tender schedule of the Regional Ayurveda Research Institute For Skin Disorders for tenders quoted for the supply of out sourcing personnel's to Regional Ayurveda Research Institute For Skin Disorders for a period of one year from the date of acceptance of tender and shall be abide by all the conditions set in therein. I/ We also declare that the details furnished above are true and if found to be false I/We shall be liable to disqualification.

DATE:
PLACE:

SIGNATURE OF THE TENDERER
NAME :
SEAL :

ANNEXURE - II

**REGIONAL AYURVEDA RESEARCH INSTITUTE FOR SKIN DISORDER (RARISD),
AHMEDABAD -380004**

TECHNICAL BID (Check List)

Format for submission of tender for engagement of Man Power at RARISD, Ahmedabad

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)

SI. 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 2016-17 & 2017-18		
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) (Annexure – III)		
11.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – (Annexure-V))		
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.

DATE:
PLACE:

SIGNATURE OF THE TENDERER
NAME :
SEAL :

DECLARATION BY THE TENDERER

(To be kept in Technical Bid)

1. I/We _____

have read all the terms and conditions of this tender document and fully agreeable to the same.

2. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

SIGNATURE OF TENDERER WITH DATE & SEAL

NAME _____

ADDRESS _____

Date _____

**REGIONAL AYURVEDA RESEARCH INSTITUTE FOR SKIN DISORDER(RARISD),
AHMEDABAD -380004**

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.	
						2016-17	2017-18

*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 _____

**REGIONAL AYURVEDA RESEARCH INSTITUTE FOR SKIN DISORDER (RARISD),
AHMEDABAD -380004**

FINANCIAL BID

(To be enclosed in a separate sealed envelope)

For providing manpower on Outsourced basis to RARISD, Ahmedabad

1. Name of tendering Service Provider Company:

2. Details of Earnest Money Deposit

Amount :

D.D. & Date :

Drawn on Bank :

3. Rates are to be quoted at least in accordance with the Minimum Wages Act, 1948 as applicable in the Central Govt. and other by-laws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.)

The remuneration payable to each category of manpower shall be as per the remuneration fixed by the Institute from time to time or that of Central Govt. under minimum wages act, whichever is higher.

Selection of firm will be on the basis of lowest service charges subject to all other conditions remains the same. Firms shall quote service charge only in terms of whole rupee per person for each category of manpower.

S. No.	Manpower Type	Present Wages per Month (Rs)	PF	ESI	Service Charges	GST	Total (Col. 4+5+6+7)
1	2	3	4	5	6	7	8
1	Office Assistants	20000/-					
2	Pharmacist	16000/-					
3	Driver	16000/-					
4	GDA	13000/-					
5	Store keeper	13000/-					
6	Panchakarma Assistant	13000/-					
7	Panchakarma Attendant	13000/-					
8	Safaiwala	10000/-					

Note:

1. All rates to be quoted in Indian Rupees only.
2. The Rates quoted by the tendering Company should be inclusive of all statutory requirements i.e. PF, ESI etc./ taxation liabilities as applicable.
3. No column should be left blank.
4. Service charges to be paid by RARISD to the Service provider.
5. Service Tax as applicable.

Date:

Place:

SIGNATURE OF THE TENDERER

Dated:

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

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 regulator)' 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.

DATE:
PLACE:

SIGNATURE OF THE TENDERER
NAME :
SEAL :

ANNEXURE-VI

**REGIONAL AYURVEDA RESEARCH INSTITUTE FOR SKIN DISORDER(RARISD),
AHMEDABAD -380004**

ELIGIBILITY FOR VARIOUS CATEGORIES

Sl. No	Name of the post	No. of posts	Age limit (Yrs.)	Essential Qualifications and other qualifications required
1.	Office Assistant	02	30*	Essential: 1. Graduate in any discipline from a recognized University 2. Typing speed of 35 w.p.m. in English or 25 w.p.m. in Hindi. 3. Should have good communication, writing ability and inter-personal skill 4. Knowledge of computer applications such as MS Word, MS Excel and MS Power Point
2.	Pharmacist	02	27	Essential: Diploma in Pharmacy / D.Pharma (Ayurveda) from any Recognized University / Institution with two years experience in Recognized Ayurvedic Hospital. OR B. Pharm.
3.	GDA	01	27	Essential: a) Higher secondary school certificate or equivalent from a recognized Institute. b) Knowledge of computer applications (MS Office)
4.	Store keeper	01	27	Essential: a) Higher secondary school certificate or equivalent from a recognized Institute. b) Knowledge of computer applications (MS Office) c) Minimum 01 year experience as store keeper from Govt./Semi Govt. Institute.
5.	Driver	01	27	Essential: 1. 10 th pass from a recognized School. 2. Valid driving license for light and heavy vehicles. 3. Experience for about 3 years in the line.
6.	Panchakarma Assistant (one Male & one Female)	02	27	Essential: Intermediate with certificate course in Panchakarma approved by Govt./ hospitals/ Panchakarma Institute with 03 years of work experience in recognized Institute
7.	Panchakarma Attendant (one Male & one Female)	02	27	Essential: 10 th pass with 01 year work experience in Panchakarma in Govt. hospitals/ Panchakarma Institute.
8.	House Keeping (Unskilled)	02	27	Essential: 7 th pass+01 year work experience from Govt./Semi Govt. Institute.

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