

TENDER NOTIFICATION NO. 01/2019-20

F.No.3-83/2019-20/CARIC/Mum/Manpower/1585

Dated : 28.11.2019

**TENDER DOCUMENT
(Outsourcing of Manpower)**

"JOB CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF OUTSOURCING STAFF AGAINST VARIOUS POSTS" AT RAJA RAMDEO ANANDILAL PODAR CENTRAL AYURVEDA RESEARCH INSTITUTE FOR CANCER (CCRAS), MUMBAI - 400018.

DATE AND TIME FOR DOWNLOAD OF TENDER DOCUMENTS : 28.11.2019 TO 19.12.2019
(10.00 A.M. onwards)

DATE AND TIME FOR COLLECTION OF TENDER FROM THE INSTITUTE : 28.11.2019 TO 19.12.2019
(10 am to 4 pm)

LAST DATE AND TIME FOR SUBMISSION OF TENDER : 19.12.2019 (UP TO 4.00 P.M.)

DATE AND TIME OF OPENING OF TENDER : 20.12.2019 ; 2.00 P.M.

VALIDITY OF TENDER : 90 days from the date of opening of the tenders

This tender document has been published and is available for download on Central Public Procurement Portal (<http://eprocure.gov.in>) and CCRAS's website (www.ccras.nic.in)

**RRA PODAR CENTRAL AYURVEDA RESEARCH INSTITUTE FOR CANCER
(Central Council for Research in Ayurvedic Sciences)**

Podar Medical Campus, Dr. Annie Beasant Road, Worli, MUMBAI - 400018

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RRA PODAR CENTRAL AYURVEDA RESEARCH INSTITUTE FOR CANCER
(Central Council for Research in Ayurvedic Sciences)
MUMBAI - 400018

TENDER DOCUMENTS

NAME OF WORK: "JOB CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF OUTSOURCING STAFF AGAINST VARIOUS POSTS" AT RAJA RAMDEO ANANDILAL PODAR CENTRAL AYURVEDA RESEARCH INSTITUTE FOR CANCER (CCRAS), MUMBAI - 400018.

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. 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 RRAP CARIC by the tenderer. The proof depositing the cost of tender documents must be enclosed along with the bid.

TENDER ISSUED TO

M/s. _____

Telephone No.

e-mail id:

Signature of the officer issuing tender

TENDER NOTIFICATION NO.01/2019-20

Sealed tenders in two bids (Technical Bids & Financial Bids) are invited by the R.O. Incharge, RRAP CARIC, Mumbai from the Registered Organizations, holding valid license and who have executed the work after obtaining license as applicable under the Contract Labor (Regulation & Abolition) Act, 1970 and who have fulfilled the eligibility criteria as prescribed below under the heading of “eligibility criteria of the bidder” for following work at RRAP CARIC, Mumbai. The prospective tenderers may satisfy themselves about the requirement by visiting RRAP CARIC office on any working day between 10.00 a.m. & 4.00 p.m. before submitting their tender.

Subject:

JOB CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF OUTSOURCING STAFF AGAINST VARIOUS POSTS” AT RAJA RAMDEO ANANDILAL PODAR CENTRAL AYURVEDA RESEARCH INSTITUTE FOR CANCER (CCRAS), MUMBAI - 400018.

1.	Earnest Money Deposit (EMD)	: Rs. 1,00,000/- (Rupees One lakh only) in the form of DD drawn in favour of RRA Podar Ayurveda Cancer Research Institute, Worli, Mumbai payable at Mumbai and valid for a period of minimum 60 days from the date of opening bid. If EMD exemption is claimed, produce proper valid document in technical bid.
2.	Performance Security Deposit after award of work	: Rs.2,00,000/- (Rupees Two lakhs Only)
3.	Financial Bid opening date	Date and time will be intimated at a later date in respect of those who are technically qualified.

Eligibility criteria of the bidder: The Organisations have to meet the following eligibility criteria for submitting their tender:

SR NO.	ELIGIBILITY CRITERIA
1	Registered with EPF, ESI and GST, Professional Tax, Income Tax Authorities.
2	The firm should be a reputed firm/contractor duly registered and licensed by the Labour Commissioner under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 for any previous work for providing Manpower Supply Services.
3	Minimum experience of three years of executing similar contract in Central Government establishments/ Public sector undertakings (Central)/ R&D institutions.

4	Must have carried out one similar contract of minimum value of Rs.25,00,000/- (Rupees Twenty five Lakhs Only) each year during preceding three financial years.
5	Bidder must have its local office in Mumbai.
6	Service Provider Company / Firm / Agency should have its own Bank Account
7	The Service provider company/Firm/Agency should be registered with the appropriate registration authority.
8	The Service Provider company / Firm / Agency shall submit affidavit stating that the agency is/has not been black listed by Central Government / State Government / any PSU.
9	Any other statutory obligations as are required should be fulfilled.

If the information furnished by the bidder is found to be incorrect/false/misleading during any stage of bidding, the bid of the concerned Firm will be rejected immediately. Further the Firm will be blacklisted and barred from taking part in future tenders.

NOTE :

1. The tenders should be submitted in **two separate envelopes** sealed and superscribed – one containing the TECHNICAL BID containing the tender documents duly filled in & other envelope containing only FINANCIAL BID .Both the envelopes should be sealed and superscribed “JOB CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF OUTSOURCING STAFF AGAINST VARIOUS POSTS” AT RAJA RAMDEO ANANDILAL PODAR CENTRAL AYURVEDA RESEARCH INSTITUTE FOR CANCER (CCRAS), MUMBAI - 400018.” – **FINANCIAL BID / TECHNICAL BID accordingly** and addressed to the R.O. Incharge, RRAP CARIC, Mumbai-400018. The received tenders will be opened on 20.12.2019 ; 2.00 P.M. in the Conference room of RRAP CARIC, Mumbai. Financial bids of those contractors, whose technical bids become successful would be opened on a separate date, which will be informed to the successful bidders. Service charges will be primary criteria for evaluation of the Financial Bid.
2. The R.O. Incharge, RRAP CARIC, Mumbai 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/-
R.O. INCHARGE

DETAILS OF TENDER

SCOPE OF WORK

1. The contractor shall provide different Category of Manpower (i.e. Staff Nurse, Lab Technician, Pharmacist, Data entry operator, MTA, Driver cum MTA, Social Worker, etc.) to RRAP CARIC, Mumbai as per the requirement from time to time.
2. The number of workers required will vary from time to time depending on the need of the Institute. Before submitting the tender papers, the tenderer should inspect the site/location, nature of work, working condition and movement of laborer etc. No claim whatsoever will be entertained for any alleged ignorance or otherwise under any circumstances after the award of the contract.
3. The contract is likely to commence from the date of executing the agreement and would continue for a period of one year. The period of the contract may be further extended with the same rate after the completion of contract for a maximum period of three years from the date of awarding the contract provided the requirement of the Office of augmenting its present manpower persists at that time or may be curtailed/terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected company/Firm/Agency or induction of regular manpower in this Office. The Institute, however reserves the right to terminate this initial contract at any time after giving one week's notice to the selected service providing Company/Firm/Agency.
4. Details of minimum eligibility criteria of categories, qualifications, experience in respect of the staff proposed to be engaged through outsourcing at institute/ for various research projects :

Sr. No.	Name of the Post	Essential Qualification	Age Limit (*)
01.	Staff Nurse	<ul style="list-style-type: none">• 12th Std pass from a Central / State board of Education.• Diploma in AYUSH Nursing and Pharmacy not less than 3 years, including Internship from a recognized University OR <ul style="list-style-type: none">• Diploma in General Nursing and Midwifery not less than 3 years.• Registered with Nursing Council of Maharashtra / Nursing Council of India.	30 years

02.	Data entry Operator	<ul style="list-style-type: none"> • Essential: <ul style="list-style-type: none"> i. Graduate in any discipline from any recognized university. ii. Typing test with minimum speed 30 words per minute with 80% accuracy in Devanagari on Computer Desirable: <ul style="list-style-type: none"> i. Knowledge of Computer applications such as MS Word, MS Excel & MS Power Point. ii. Experience of having worked for any research project funded by the Ministry of AYUSH, ICMR, CSIR, DST or equivalent organization. 	30 years
03.	Pharmacist	<ul style="list-style-type: none"> • Diploma in Pharmacy / D. Pharma (Ayu.) from the recognized university/ Institution with two years' experience in recognized Ayurveda hospitals or Degree in B. Pharma 	27 years
04.	Lab Technician	<ul style="list-style-type: none"> • 10 + 2 Science with Diploma in Medical Laboratory Technology (DMLT) from a recognized Institution. • Two years' experience in a Laboratory attached with recognized teaching / Research hospitals. 	27 years
05.	MTA	<ul style="list-style-type: none"> • Matriculation or equivalent pass from a recognized board, Basic computer knowledge. 	27 years
06.	DRIVER CUM MTA	<ul style="list-style-type: none"> • Essential: XIIth pass from recognized board, • Valid Driving License for Light and Heavy Vehicles and • Experience for two years in the line. Basic knowledge of computer such as MS word, Excel & Power point etc. 	27 years
07.	Social Worker	<ul style="list-style-type: none"> • Post Graduate in Sociology from a recognized university/ institution. 	27 years

(*) Age criteria will be decided as the date of interview/ or 1st January of that year.

(**) The remuneration is for deployment of staff for 8.5 hours, including lunch of 30 minutes working 6 days in week.

(***) MTA and Staff nurse may be deployed in shift duties including Night duty

Instructions for the bidders:

A) **TECHNICAL BID** shall contain the following documents with page numbers, signature & seal of the tenderer:

1) Technical Bid must contain the Demand Draft issued by any Nationalized Bank duly drawn in favor of RRA Podar Ayurveda Cancer Research Institute, Worli, Mumbai payable at Mumbai towards Earnest Money Deposit (EMD) for Rs. 1,00,000/- (Rupees One Lakh Thousand)

The EMD shall be valid for a period of minimum 60 (Sixty) days from the date of opening bid. If EMD exemption is claimed, enclose proper valid document in Technical Bid.

Technical Bid without EMD (if applicable) shall be summarily rejected.

2) Signed and sealed copies of all documents as per requirements, mentioned in the eligibility criteria. The Technical bid shall be submitted as per Annexure-I, duly supported by the relevant documents self-attested and sealed attached serial-wise as follows:

- a) Self attested copy of registration certificate issued by the appropriate authority.
- b) Self attested copy of labour license under Contract Labour (Regulation & Abolition) Act, 1970 regarding previous contract for one year.
- c) Self-Attested copy of PAN/GIR Card.
- d) Self-Attested copy of the recent three years' IT return filed by the agency.
- e) Self-Attested copy of the GST registration certificate.
- f) Self-attested copy of registration under EPF.
- g) Self-attested copy of registration under ESI.
- h) 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.
- i) Customers' satisfaction proof.
- j) Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as token of their acceptance.
- k) An undertaking that the Contractor/Society/Trust has not been blacklisted by any Government Department / Autonomous bodies or any of its laboratories/Institutes as on the date of submission of the bid.
- l) Complete registered address (with address proof) and contact details.
- m) All credentials regarding performance during the last three years.

*The bidders may be asked to produce original documents for verification as and when required by RRAP CARIC.

Language of the bid: The Bid should be filled up and signed either in English or Hindi language or both. All relevant rules and regulations of Government of India shall be applicable on all tenderers/bidders. The Tender is not transferable under any circumstances.

Any bid received after the submission deadline prescribed by the RRAP CARIC, Mumbai, shall be rejected and returned unopened to the bidder.

The Technical bid as submitted will be evaluated by a committee as constituted by the Competent Authority of RRAP CARIC, Mumbai. The committee will declare the successful technical bids as per the criteria as mentioned above besides any other objective criteria as adopted by them. The decision of the committee duly approved by the R.O. Incharge, RRAP CARIC, Mumbai in this regard will be final.

The Bid should invariably be submitted in the prescribed form failing which it shall not be entertained and shall summarily be rejected. Non-compliance of any of the above criteria will disqualify the technical bids. Telegraphic, conditional or incomplete Bid shall not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.

Those who will not be successful in their technical bids will be intimated and their sealed Financial bid will be returned separately. The EMD amount paid by unsuccessful bidders will be returned back without any interest

B) **FINANCIAL BID ENVELOPE** shall contain: (1) Rate Quote Sheet as per Annexure - II

- 1) The Financial bid is to be submitted strictly as per the prescribed format as given at Annexure-II
- 2) The Financial bid will be opened for those contractors whose Technical bids meet all required criteria as adopted by a committee.
- 3) The date of the opening of the financial bid will be intimated separately to those bidders whose technical bids are successfully qualified.
- 4) The evaluation of bid shall be done for all the items put together and the contract will be awarded to the lowest bidder/ tenderer. If the lowest bidder is found inappropriate to award the tender, then the tender will be awarded to the next lowest. The criteria for the evaluation of the Financial Bid will be decided by the Institute and the tenderer have to accept the same.
- 5) Financial bids of only technically qualified bidders will be opened for evaluation in the presence of qualified bidders and the date shall be communicated through email only. It shall be the responsibility of the bidder to provide the correct email id and other contact details. RRAP CARIC, Mumbai shall not be responsible for non-delivery of email, whatsoever reasons may be.

Terms and Conditions: -

1. Payment of Wages: The contractor shall issue wage slip every month to each contract worker deployed by him. The personnel to be deployed must be paid wages by the bidder mandatorily through ECS only. No cash payment to the personnel should be made under any circumstances. The service provider shall pay monthly wages to the deployed personnel in RRAP CARIC, Mumbai within fifth (05th) day of succeeding month. He shall also be responsible for remittance of Service Tax, EPF, ESI and any other statutory payments on behalf of the personnel deployed by him to the appropriate authority. The service provider shall raise its bill with RRAP CARIC, Mumbai furnishing all documents evidencing payment of wages to the personnel deployed in RRAP CARIC, Mumbai as also payment made to the concerned statutory authorities. Then only the monthly reimbursement will be paid to the contractor. The proof of deposit in this regard should be in respect to the workers deployed at RRAP CARIC, Mumbai and should not be clubbed together with other departments /organizations where the contractor is having similar contracts. The contractor should produce the original challans for verification regarding Service Tax, EPF & ESI reimbursement. The contractor should also submit copies of electronic returns as submitted for EPF & ESI through online.
2. In the event, the services rendered by the successful tenderer/ bidder found unsatisfactory, the contract is liable to be terminated by giving one month's notice therefor. The contract may be given to the second lowest bidder.
3. The EMD amount shall be forfeited -
 - If Tenderer withdraws

- If Tenderer amends its tender or impairs or derogates from the tender
 - If the successful bidder fails to furnish required performance Security within the specified period.
4. Statutory Legal Compliances Required: The bidders must comply with the Contract Labour (Regulation and Abolition) Act 1970 & Central Rules 1971 (<http://c1c.gov.in/c1c/c1c01d/Acts/shtm/cla.php>), and such acts amended from time to time by the Central Govt. The tenderer/bidder must comply with the Child Labour (Prohibition and Regulation) Act, 1986. The bidder must be registered with the Central and State Labour departments.
 5. Prohibition of engaging Child labour: This is totally prohibited as per instruction of Government of India. The bidder must comply with the Child Labour (Prohibition and Regulation) Act, 1986. Agency/ supplier shall also ensure that the norms prescribed by the State and Central Human Rights Commission, Provision of Industrial Dispute Act or any such legislation (both State and Central Govt.) to the extent applicable are fully observed. Any violation or non-compliance shall be viewed very seriously resulting in penal action as well as termination of the contract depending on the seriousness of the violation.
 6. Blacklist Affidavit: The bidder has not been debarred and/or blacklisted by any Central Government / Government Department and the tenderer/bidder should not have any litigation in any of the labour court. An affidavit on Non-Judicial Stamp paper of Rs.20/- duly notarized or on firm's letter head duly signed and sealed shall be enclosed with the technical bid to that effect.
 7. Service provider shall be responsible for providing and verification of all documents related to proofs of photo identity, age, address, educational qualification, experience certificates, etc. for each manpower to be deployed to RRAP CARIC, Mumbai. Authorized committee/ person of RRAP CARIC, Mumbai may verify all documents for each person and based on recommendation received from authorized committee/ person of RRAP CARIC, Mumbai, the service provider shall deploy that recommended manpower to undertake the job under this tender. During verification of document, if any proposed person, fails to qualify, then the agency shall be proposed to send new person with all documents for verification before deployment.
 8. Medically fit manpower: All the supplied manpower must be physically, mentally and medically fit to work in RRAP CARIC, Mumbai. All the manpower to be deployed shall be free from communicable/ infectious disease. Any expenditure against medical treatment of the manpower if required shall be borne by the service provider and the competent authority of RRAP CARIC, Mumbai shall not be held responsible for any expenditure/ claim on account of any medical need or exigency. Personnel to be deployed shall be well behaved, and in case it is felt by the competent authority of RRAP CARIC, Mumbai that any personnel deployed is not suitable for carrying out his/her duties, then the staff is to be replaced immediately by the service provider.
 9. The Contractor shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.
 10. Accommodation, Transport and Food: RRAP CARIC, Mumbai shall not provide any accommodation, transport or food for outsourced manpower nor any payment towards the same. The service provider shall be responsible for accommodation/ transport/ food of their manpower if required.
 11. Uniforms & Cost: The service provider shall provide two sets of uniform to its personnel for all the male and female while on duty in RRAP CARIC, Mumbai. No separate payment shall be

made for the same. The bidder shall calculate and include such expenses into their offered Administrative charges. Personnel engaged in RRAP CARIC, Mumbai by the service provider must wear the uniform during working hours.

12. Penalty for non-performance/ under-performance: If the Service Provider/ Agency fails to provide competent and adequate number of personnel or delay in deployment of personnel, or the service is not satisfactory, a penalty will be imposed as recommended by the committee constituted by the competent authority of the RRAP CARIC, Mumbai for determining the amount of such penalty.
13. Local Conditions: It shall be the responsibility of the bidder to fully inform/ acquaint/ familiarize itself with local conditions and factors, which may have effect on the execution of services to be rendered under the contract. All bidders intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions. The RRAP CARIC, Mumbai shall presume that the bidder has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by the RRAP CARIC, Mumbai, on the basis of any no clarity of information about local conditions being pleaded by the bidder.
14. The personnel to be deployed must be a citizen of India.
15. The personnel deployed by the service provider shall be on the pay roll of the service provider. In no case they shall be treated as regular/temporary employee of the RRAP CARIC, Mumbai and also have no right to claim for the same in present and future. The Service provider/ agency shall be responsible for the manpower engaged under this contract and deployed in the RRAP CARIC, Mumbai for all purposes. The manpower deployed in RRAP CARIC, Mumbai shall strictly comply with the instructions issued by the authorities and have no choice of place of duty and time.
16. The Service Provider/ Agency has to ensure that the personnel deployed for the job are reliable, well trained and have sufficient experiences for the works mentioned above in the "Scope of Work". The right to accept and reject any manpower are reserved with the RRAP CARIC, Mumbai and service provider/ agency cannot enforce this institute for the acceptance of any manpower proposed.
17. Indemnity of RRAP CARIC, Mumbai: The agency/ service provider shall be responsible for all involved risks, liabilities and obligations arising out of this contract under any provisions of law in force from time to time. Under no circumstances the RRAP CARIC, Mumbai shall be held liable for any mishap, injury, accident, death of supplied manpower during duty and even off-duty time. The manpower supply agency shall have all the responsibility in all cases. The Service Provider/ Agency shall be liable to pay the compensation in accordance with the provisions of Act, Laws or Rule (as applicable) of land. In case of loss to the RRAP CARIC, Mumbai due to negligence of the manpower deployed the same may be recovered from the Service Provider/Agency. The contractor shall further keep the RRAP CARIC (CCRAS) indemnified against any loss to the RRAP CARIC (CCRAS) property and assets. The RRAP CARIC (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
18. Tobacco/Alcohol Free Campus: RRAP CARIC, Mumbai is a Tobacco/Alcohol Free Campus. Deployed workers must not consume tobacco and/or alcohol in any form while working. If found tobacco chewing/smoking/ consuming alcohol/ intoxicated during duty hours, then necessary

suitable action will be taken by this RRAP CARIC, Mumbai authority, which includes penalty on the manpower agency or immediate removal of the person or both.

19. Settlement of Disputes & Arbitration: In the event of any dispute or difference whatsoever arising out of this service contract, the same shall be settled amicably. If not resolved, the decision of the Director General, CCRAS or any person appointed by the Director General, CCRAS will be final and binding on both the parties.
20. Jurisdiction: The court at Mumbai alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender /contract. It is specifically agreed that no court outside and other than Mumbai court shall have jurisdiction in matter.
21. The intending tenderer/bidder must read all the conditions of tender carefully. They should submit their bid only if they consider themselves eligible as per the laid down criteria and if they are in possession of all the documents / registrations required.
22. Each tenderer/bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a tenderer/bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids shall be liable for rejection.
23. For any change, edition, modification, clarification etc., the tenderer/bidder must watch CCRAS website regularly. If any tenderer/bidder fails to visit CCRAS's website then RRAP CARIC, Mumbai shall not be responsible for any reason.
24. The Tenderer shall not be permitted to bid in case his relative is posted in a supervisory capacity in RRAP CARIC, Mumbai. The tenderer shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned below. In case, any of his relative is working in RRAP CARIC, Mumbai, he has to intimate prior to the purchase of tender document and seek prior permission to participate in the tender process.

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

25. 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 RRAP CARIC (CCRAS) in this respect. Further, the contractor shall immediately replace the said person on demand of the R.O. Incharge, RRAP CARIC in case of any of the aforesaid acts.
26. 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 RRAP CARIC (CCRAS)
27. Rules/regulations and/or statutes that may be applicable to them and shall further keep the RRAP CARIC, Mumbai 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, RRAP CARIC (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.

28. The office hours for the person deployed are eight hours and 30 minutes (Including the 30 minutes for lunch) per day for 6 days in a week. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.
29. The contractor shall provide a substitute within 2 days in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond ten working days will attract pre- agreed liquidated damages @ Rs.500/- per day on the service-providing agency.
30. 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.

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 R.O. Incharge 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.

PERFORMANCE SECURITY DEPOSIT:

It 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.

AGREEMENT:

An agreement as per 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

Order for arrangement of documents to be submitted by the successful agency before deployment of the manpower: The bidders are advised to enclose following relevant documents serial wise.

1. Bio-Data of all persons in the format prescribed by the office
2. Birth proof of the candidates
3. Letter of deployment from the contractor.
4. Copy of Aadhaar card of the candidates
5. Contract agreement duly signed as per Annexure "A"
6. Identity Cards issued by contractor bearing photograph.
7. Identity proof and residential proof.

TERMINATION OF CONTRACT:

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

1. On the expiry of the contract period as stated above; Or by giving one month's notice by RRAP CARIC(CCRAS).
2. Committing breach by the Contractor of any of the terms and conditions of this agreement;
3. Assigning the contract or any part thereof to any sub- contractor by the contractor without written permission of the R.O. Incharge, RRAP CARIC, Mumbai.
4. On contractor being declared insolvent by the Court of Law.

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. 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.

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

VALIDITY OF TENDER :

Tenders submitted by the Contractor shall remain valid for **90** days from the date of opening for the purpose of acceptance and award of work and validity beyond 90 days from the date of opening shall be by mutual consent. The R.O. Incharge, RRAP CARIC, Mumbai 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/-

R.O. Incharge (Institute)

RRA PODAR CENTRAL AYURVEDA RESEARCH INSTITUTE FOR CANCER (CCRAS),
MUMBAI - 400018

PARTICULARS OF THE TENDERER

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

1. Name of the firm/Agency –
2. Full address (Mention address of both - Head Office and Mumbai Branch) -
3. Telephone No. (Landline and Mobile) -
4. Email address –
5. Name and contact details of the Owner / Partner:
6. Name and contact details of the contact person in Mumbai branch/office:
7. Bank Account detail – (Account number, bank branch name, address, IFSC)
8. Agency Registration No.
9. Details of registration with appropriate Labour Commissioner
 - (a) State: -
 - (b) Central: -
(Copies of documents to be enclosed)
10. Registration details with:
 - (a) Provident Fund Commissioner -
for EPF authorities
 - (b) Commissioner of ESI authorities -
(Copies of relevant documents to be enclosed)
11. Income Tax return certificates (last three years) –
12. PAN No. -
13. GST Registration Number -
14. Firm’s/Agency’s profile -
15. Firms/agency’s capability in terms of :
 - (a) Manpower
 - (b) Financial Status

- i) Proof of Annual turnover minimum Rs.10 Lakh each year for the last 03 years (enclose Turnover certificates issued by CA under seal bearing his license no.)
 - ii) Copy of audited Balance Sheets for the last three years
16. Experience / details of similar work undertaken for three years, with value with clientele list and performance certificate issued by clients –
(Please attach (a) work orders (b) Satisfactory performance certificates)
17. Number of clients at present:
18. Affidavit stating that the agency is/has not been black listed by central Government / state Government / any PSU –
19. Demand Draft of Rs. 1,00,000/- (Rupees One lakh thousand only) in favour of RRA Podar Ayurveda Cancer Research Institute, Worli, Mumbai payable at Mumbai and valid for a period of minimum 60 days from the date of opening bid.
- If EMD exemption is claimed, enclose proper valid document in technical bid

Date:
Place:

Signature and Seal of the Contractor

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

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

SIGNATURE OF TENDERER WITH DATE & SEAL

NAME: _____

ADDRESS: _____

Date _____

FINANCIAL BID**QUOTATION****TABLE – 1**

Rates for providing manpower:

CATEGORY	Remuneration per Month (Basic wages per month)	ESI @ 3.25 + 0.75 % of Basic wages Or As per rule	EPF @ 13.15% On basic wages Or applicable as per rule	Service charge in % of basic wages	GST @ 18% or as per rule of applicability	TOTAL AMOUNT (Per month) (1+2+3+4+5)
	1	2	3	4	5	6
Data Entry Operator	@ 20000	650	5260			
Staff Nurse	@20000	650	5260			
Pharmacist	@16000	520	2104			
Lab -Technician	@16000	520	2104			
Social Worker	@16000	520	2104			
Driver cum MTA	@16000	520	2104			
MTA	@ 16000	520	2104			

Total amount (per month) _____ Rs. _____ (Total in Figures)

Quoted Rate in Words (Rupees only)

***NOTE:**

- 1) The number of manpower required may vary based on the requirement from time to time.
- 2) The rates quoted by the tendering agency shall be inclusive of all statutory/taxation liabilities at the time of entering into the contract. No other charges shall be taken into consideration.
- 3) Service charges will be paid on the basic 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.
- 4) Evaluation of tender will be based on lowest quoted service charge after complying the 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.

Certified that I/We have read the tender documents and the scope of work and 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.

Date:

Signature of authorized person (Tenderer)

Place:

Full Name

Full postal address. e-mail address, phone number, mobile number etc.

Seal

Agreement

1. Persons engaged for job contract work by the contractor should not cause any obstruction to the office work. They should be cordial, polite and well behaved.
2. RRAP CARIC, Mumbai will have full right to direct the Security Personal to check, search or examine any or all the employees, agents or representatives of the Contractor and their belongings, while entering / leaving the premises, if felt necessary, with the help of police.
3. The contractor along with his agent, representative or employee will be allowed to enter into the premises for the purpose of rendering the said service.
4. All the employees of the contractor shall wear uniform and 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 uniform Id. Card, half of his wages for the day shall be deducted (such amount shall be deducted by RRAP CARIC, Mumbai 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. The employees of the Contractors shall not be allowed to remain in the building, beyond their duty hours.
7. 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.
8. The contractor shall make payment of the wages in the presence of an authorized representative of the R.O. Incharge, RRAP CARIC, Mumbai and obtain a certificate in the Register of wages from the authorized representative that payment has been made in his presence.
9. All the workers of the contractor will report for duty at a fixed point to be decided by the R.O. Incharge, RRAP CARIC, Mumbai for their attendance. Appropriate record in reference to above shall be maintained by the contractor at his own cost.
10. 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.

11. 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 (as per rule) and is issued with ESI card within a month of engagement. Contractor shall abide by all existing laws including welfare laws ESI, EPF, Income Tax, Service Tax or any other extra tax levied by Govt., The Company Act. etc. and adopt all required welfare measures for his employees and discharge all other obligations concerning thereto. He shall furnish adequate proof to RRAP CARIC, Mumbai in this regard. It is again clarified that all such responsibilities and obligations whether specified herein shall be the exclusive responsibility of the contractor.

12. The R.O. Incharge, RRAP CARIC, Mumbai, 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 RRAP CARIC, Mumbai.

Dated:

**(Signature of the Contractor with
Rubber Stamp)**