

REGIONAL RESEARCH INSTITUTE OF UNANI MEDICINE, KOLKATA
TERMS & CONDITION AND SCOPE OF WORK

Providing Manpower at RRIUM:-

A. Eligibility Criteria of Bidder (Outsourcing agency) :

1. The Bidder (Outsourcing agency) may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted who possess the required licenses, registrations etc as per law.
2. The Bidder shall have at least 5 years experiences of providing Manpower
3. Proof of financial turnover with a minimum of Rs. 50 Lakhs per year during the last three years.
4. The bidder should have an office in Kolkata. If not, and office should be opened in Kolkata within 30 days of the award of work.
5. There should be no cases pending with the police against the Proprietor/Firm/Partner or the Company (Agency).
6. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
 - (a) PF Registration and ESI Registration
 - (b) Valid License issued by Regional Labour Commissioner, Govt. of India
 - (c) Registration under PSARA Act.
 - (d) Company PAN Number and GST Number

B. Information and Conditions Relating to Submission of Bids:

1. The Initial period of contract shall be for *Twelve months* and it may be extended on performance basis on the same terms and conditions on mutual agreement.
2. The *TENDER DOCUMENT* containing eligibility *criteria*, *Scope of work*, *Terms & Conditions* can be obtained from *RRIUM, Kolkata* on any working day, from 10:00 am to 3:00 pm.

3. The Interested agencies are required to submit the **technical and financial bid** separately in the format enclosed. The bids in sealed **Cover-I** containing “ **Technical Bid**” and sealed **Cover-I** containing “**Financial Bid**” should be place in a third sealed cover superscribed “**Tender for Manpower**” should reach **RRIUM, Kolkata** within 20 days from date of publication of advertisement. The bids will be opened in presence of authorized representative of the respective tenderer.
4. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
5. The bid “(EMD)” without interest shall be returned to the unsuccessful bidders after finalization of contract.
6. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
7. The bid shall be valid and open for acceptance of the Research Officer Incharge, RRIUM, for a period 60 days from the date of opening of the tenders and no request for any variation in **quoted rates for Service charges** and/withdrawal of tender on any ground by successful bidder shall be entertained.
8. To assist in the analysis, evaluation and computation of the bids, the Research Officer Incharge, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
9. **After evaluation** of lowest service charge bidder, names of the manpower selected by the constituted **Selection Committee shall** be communicated to the Agency. In case two or more agencies are found to have quoted the same rates of **SERVICE CHARGES**, the constituted committee, Kolkata shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc.
10. RRIUM, Kolkata reserves the right to accept or reject any or all bids without assigning any reasons. RRIUM, Kolkata also reserved the right to reject any bid which in his opinion in non responsive or violating any of the condition/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

C. Term and Condition:

1. **The agency will make arrangement for Police verification and Health check-ups before final deployment of respective person. The constituted Constituted Committee will select manpower on the basis of eligibility criteria provided by the competent authority. The Agency will get their antecedents, character and conducts verified and submit a copy of the same document to RRIUM, for record.**

2. **The full particulars of the personnel to be selected by the authority, including their names and addresses shall be furnished by the agency before they are actually deployed for the specified jobs.**
3. **The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the RRIUM, at any time without assigning any reason whatsoever.**
4. The Nodal Officer, nominated for the said **Mobile Healthcare programme** will provide duty chart and responsibilities to each selected person and *monitor performance of the person* and verified respective bill.
5. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the **RRIUM, /Govt. of India/any state or any Union Territory.**
6. The day-to-day functioning of the services rendered by the persons shall be carried out in consultation with the **nominated Nodal Officer** of this Institute and under direction of the **Research Officer Incharge, RRIUM**, Proposals for efficient functioning of Health care programme shall be discussed, considered and implemented from time to time by the **Nodal Officer as well as Research Officer Incharge.**
7. The agency shall be solely responsible for compliance to the provisions of various laws regarding EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it to RRIUM, Kolkata and for any accident caused by them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of remunerations to workers engaged by it by the **stipulated date (1st week of every month)** irrespective of any delay in settlement of its bill by the **RRIUM**,
8. In case of any theft or negligence of duties or loss or other offences, the agency will investigate and submit a report to RRIUM, Kolkata and maintain liaison with the police. FIR will be lodged by RRIUM, Kolkata, wherever necessary. If needed a joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
9. In case of any loss that might be caused to the RRIUM, Kolkata due to lapse on the part of the discharging responsibilities RRIUM, Kolkata will deduct remunerations of the respective person.
10. **Deployed person will be eligible for one day leave in every calendar month. If absence beyond one day leave occur, payment will be deducted on the basis of master roll signed by the Incharge/Nodal Officer.**
11. **The RRIUM, shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.**
12. **There would be no increase in remunerations payable to the agency during the contract period except in cases of revision of remuneration or GST by the competent authority.**
13. **The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.**
14. In case of non compliance/non-performance of the duties by the manpower according to the terms of the contract, **RRIUM**, shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
15. The agency shall be solely liable for all payment/dues of the workers employed and deployed by it. The agency shall fully indemnify **RRIUM**, against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or

- enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment / work in **RRIUM, Kolkata** premises/facility.
16. The decision of RRIUM, Kolkata in regard to interpretation of the term & condition and the agreement shall be final and binding on the agency.
 17. In case of any dispute between ***the agency and RRIUM***, shall have the right to decide. However all matters of jurisdiction shall be at ***the local courts***.
 18. In case of any dispute or differences arising under the terms of this agreement the same shall be settled by reference to arbitration by a sole arbitrator to be appointed by the Research Officer Incharge, RRIUM, The provisions of arbitration and conciliation Act 1996 shall be applicable. Any violation of instructions/agreement or suppression of fact will attract cancellation of agreement without any reference.