

**CLINICAL RESEARCH UNIT (UNANI), BENGALURU
TERMS & CONDITION AND SCOPE OF WORK**

**Providing Manpower at CRU, Bengaluru for Mobile Healthcare Programme under Schedule Caste
Sub-plan (SCSP) :-**

TENDER DOCUMENT CONSISTS OF THE FOLLOWING :-

1. Eligibility Criteria of Bidder (Outsourcing agency)
2. Information and conditions relating to Submission of Bids
3. Terms and Conditions
4. Tender Documents
5. Tender Form
6. Undertaking
7. Financial Bid
8. Contracting Undertaking during last three years
9. Checklist

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 Bengaluru. If not, and office should be opened in Bengaluru 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 **CRU, Bengaluru** on any working day, from 10:00 am to 3:00 pm on payment of non refundable charges of Rs. 100/- by way of demand draft or Cash in favor of “**Deputy Director**” **Clinical Research Unit (Unani) payable at Bengaluru.**

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-II* containing “**Financial Bid**” should be placed in a third sealed cover superscribed “**Tender for Manpower**” should reach **CRU, Bengaluru** before **5:00 pm** on **12th May 2022**. The bids will be open on **14th May 2022, at 11.30. a.m.** 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 security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
6. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit **Rs. 50,000/-** towards **Security Deposit** by way of **Bank Guarantee or demand draft** in favor of **Deputy Director Clinical Research Unit (Unani), Bengaluru** drawn on any Nationalized /Scheduled Bank and payable at Bengaluru.
7. 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.
8. The bid shall be valid and open for acceptance of the Deputy Director, CRU, Bengaluru 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.
9. To assist in the analysis, evaluation and computation of the bids, the Deputy Director, 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.
10. **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 Deputy Director CRU, Bengaluru 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.
11. CRU, Bengaluru reserves the right to accept or reject any or all bids without assigning any reasons. CRU, Bengaluru also reserves the right to reject any bid which in his opinion is 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 Selection Committee will select manpower on the basis of eligibility criteria provided by the competent authority. The Agency will get their antecedents, character and conduct verified and submit a copy of the same document to CRU, Bengaluru 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 CRU, Bengaluru 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 verify respective bills.
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 **CRU, Bengaluru /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 **Deputy Director, CRU, Bengaluru** 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 Deputy Director**.
7. The agency shall be solemnly responsible for compliance to the provisions of various laws regarding EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it to CRU, Bengaluru, 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 **CRU, Bengaluru**, for whatever reason. The agency shall also be responsible for the insurance of its personnel. The agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications:-
 - (a) The Employees Provident Fund Act, 1952
 - (b) The Factory Act, 1948
 - (c) The Contract Labour (Regulation) Act, 1970
 - (d) The Payment of Bonus Act, 1965
 - (e) The Payment of Gratuity Act, 1972
 - (f) The Employees State Insurance Act, 1948
 - (g) The Employment of Children Act, 1938
 - (h) The Motor Vehicle Act, 1988
 - (i) Minimum Wages Act, 1948
8. In case of any theft or negligence of duties or loss or other offences, the agency will investigate and submit a report to CRU, Bengaluru and maintain liaison with the police. FIR will be lodged by CRU, Bengaluru, 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 CRU, Bengaluru due to lapse on the part of the discharging responsibilities CRU, Bengaluru 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 muster roll signed by the Nodal Officer.**
11. **The CRU, Bengaluru 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 the terms of the contract, CRU, Bengaluru 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 solemnly liable for all payment/dues of the workers employed and deployed by it. The agency shall fully indemnify CRU, Bengaluru 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 CRU, Bengaluru premises/facility.
16. The decision of CRU, Bengaluru 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* CRU, Bengaluru shall have the right to decide. However all matters of jurisdiction shall be at *the local courts located at Bengaluru*.
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 Deputy Director , CRU, Bengaluru. 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.
19. **Post wise eligibility criteria for manpower to be selected are attached.**



CLINICAL RESEARCH UNIT (UNANI)
AT NATIONAL INSTITUTE OF UNANI MEDICINE, KOTIGEPALYA, MAGADI MAIN ROAD,
BENGALURU-560091
(UNDER CENTRAL COUNCIL FOR RESEARCH IN UNANI MEDICINE, NEW DELHI)
MINISTRY OF AYUSH, GOVT. OF INDIA

E-mail: crubangalore2000@yahoo.com

Tel. 080-23584260, Ext-339

D.TENDER DOCUMNET

TENDER FORM FORDEPLOYMENT OF MANPOER

	PRE-BID MEETING	04 th May 2022, at 11.30 AM. In CRU Bengaluru
	LAST DATE OF BID SUBMISSION OF SEALED TENDER	12 th May 2022, at 5.00 PM.
	BID OPENING	14 th May 2022, at 11.30 AM,
	NAME OF AUTHORITY	Deputy Director Clinical Research Unit (Unani), Bengaluru
	EARNEST MONEY	Rs. 50,000/- (Fifty Thousand Only)
	PHONE NUMBER	9886704083
	E-MAIL ID	crubangalore@2000yahoo.com

E. TENDER FORM FOR PROVIDING MANPOWER PERSONNEL

1. Names, address of firm / Agency /
Company and Telephone No. _____

2. Registration No. _____
3. Name, Designation, Address and
Telephone No. of authorized person _____

4. Please specify as to whether Tenderer
is sole proprietor / Partnership firm /
(If so partnership Deed enclosed) _____

5. Name, Address and Telephone No. of
Proprietor / Partners / Directors _____

6. Number of PAN Card _____
7. Provident Fund Account No. with Code No. _____
8. ESI Code Number _____
9. Service Tax Registration No. _____
10. GST Registration Number _____
10. License number under Contract _____
11. Documentary proof of having License _____
12. Details of Bid Security / Earnest Money Deposit:
(a) Amount: _____ (b) Demand Draft _____
(c) Date of issue _____ (d) Name of issuing Bank _____

(Signature of the Bidder)/Authorized
Signatory

Date:
Place:

Name and Address of the Bidder
Company seal

**F. (TO BE TYPED ON A LETTER HEAD OF THE MANPOWER AGENCY)
UNDERTAKING**

To
Deputy Director
Clinical Research Unit (Unani)
Bengaluru-560091
Karnataka State

Subject: Tender for providing Manpower Services at CRU, Bengaluru - reg.

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself / ourselves to abide by the said terms and conditions.
3. I/We abide by the provisions of Government of Karnataka State., Contract Labour Act and other statutory provisions, Leave etc. and any other charges applicable from time to time.
4. I/We will pay the remuneration to the personnel deployed as per the eligibility criteria and as amended by the Government from time to time and shall be fully responsible for any violation.
5. I/ We do hereby undertake that manpower personnel shall be ensured to carry out the assigned works by our Manpower Agency, as well as any other assignment considered by the CRU, Bengaluru Administration.

Date:

(Signature of the Bidder)/ Authorized Signatory
Name and Address of the Bidder
Company seal

G. FINANCIAL BID FOR PROVIDING MANPOWER SERVICES**Name of the Tenderer:****Manpower Services Rates:** All Rates should be quoted in Indian Rupees (Rs)

Sl. N	Description	Nos. of Person required	Eligibility Criteria	Remuneration per month per person	PF	ESI	Service Tax	Service Charges of Contractor	Total Per person	Remarks
1.	Pharmacist/ Compounder (unani)	01 (One)	Age Limit: upto 28 year Essential: 1. S.S.L.C. (10+2) from a recognized Board / Institution 2. Diploma in Pharmacy of minimum two years duration from a recognized Institution. 3. Two Year experience in the Dispensary / Hospital of Unani System of Medicine. Desirable: Knowledge of Urdu, Arabic & Persian.	20,000 /month						
2.	Data Entry Operator (DEO)	01 (One)	Age Limit: upto 30 year Essential: 1. Graduate in any discipline from a recognized Institution. 2. Should have good communication, writing ability and interpersonal skills. 3. Knowledge of Computer applications such as MS Word, MS Excel and Power Point.	20,000 /month						
3.	Health Worker	01 (One)	upto 30 years Essential: 1. 1 st / 2 nd passed from a recognized Board. 2. Should have good communication, and interpersonal skills. 3. Knowledge of Computer applications such as MS Word, MS Excel and Power Point.	16,000 /month						

4.	Assistant	01 (One)	Age Limit: upto 30 year Essential: /month <u>th</u> 1. 12 passed from a recognized Board. 2. Should have good communication, and interpersonal skills. 3. Knowledge of Computer applications such as MS Word, MS Excel and Power Point.	16,000 /month						
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Note: Quoted rates should not be less than the latest rates of Minimum Wages as prescribed by the Government of India orders enhanced from time to time.

Signature of Authorized Signatory

Date:
Place:

Full Name: Company's Seal:

H. DETAILS OF OTHER ORGANIZATIONS WHERE MANPOWER PERSONNEL CONTRACT UNDERTAKEN DURING LAST THREE YEARS (ENCLOSE SUPPORTING DOCUMENTS)

S. No.	Name & Address of the Organization & Contact No.	No. of Security and Helpers supplied	Period of Contract	Whether Govt./Semi Govt. Autonomous bodies/ PSUs /Industries/NGOs etc. (Please specify)	Amount of contract	Reasons for termination (If currently not valid)
1.						
2.						
3.						

This information to be given in envelope number 1 (Technical Bid).

Date:

Signature of Authorized Signatory

Place:

Full Name:

Company Seal:

I. CHECK LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

S. No.	Description of requirement	Yes/ No	Page No.
1.	Registration of the Establishment of the Firm with appropriate government for running the business		
2.	Copies of Balance sheets and Profit and Loss for the last five years duly certified by CA		
3.	Proof of financial turnover with a minimum of Rs. 50,00,000/- (Rupees Fifty Lakh only) per annum during last three years duly attested by CA		
4.	Copy of registration Certificate of Provident Fund Commissioner with Code Number enclosed		
5.	Copy of registration certificate/allotment of service tax enclosed		
6.	Copy of registration certificate/allotment letter of PAN from IT Department enclosed		
7.	Copy of registration Certificate of ESI enclosed		
8.	Proforma (Annexure-II) containing details of other organizations where such contract were/are undertaken (Attach supportive documents)		
9.	Demand Draft of Rs. 50,000/- (Rupees fifty thousand only) as EMD		
10.	Price Bid Proforma completed and sealed in separate envelop		
11.	Undertaking as per Annexure – 2		
12.	Copies of last 5 years Income Tax returns		
13.	Copy of GST Registration		
14.	Any other relevant document (if any)		

Declaration by the Tenderer:

1. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.
2. This is to certify that I/We read all the Terms and conditions signed and sealed on each page.

Date:

Signature of Authorized Signature

Place:

Full Name: