

**Tender Form  
for  
providing manpower  
in  
CCRYN**

**CENTRAL COUNCIL FOR RESEARCH IN YOGA & NATUROPATHY  
61-65, Institutional Area, opp.-D block, Janakpuri, New Delhi – 110058.**

**CENTRAL COUNCIL FOR RESEARCH IN YOGA & NATUROPATHY**  
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**DIRECTOR**



**CENTRAL COUNCIL FOR RESEARCH IN YOGA & NATUROPATHY**  
**(Ministry of AYUSH, Govt. of India)**

61-65, Institutional Area, Janakpuri, New Delhi -110058

Ph: 011-28520430, 31, 32 Fax: 28520435 Website: [www.ccrvn.org](http://www.ccrvn.org)

**NOTICE INVITING TENDER FOR PROVIDING MANPOWER**

Sealed tenders are invited under Two-Bid system from reputed agencies, to provide suitable and trained manpower in the Council and its OPDs in various regions on outsourcing basis by 27.04.2018 by 3 P.M.

Approx. cost of the contract is Rs.610 lakhs per annum

Details for applying for tender and terms and conditions may be downloaded from Council's website [www.ccrvn.org](http://www.ccrvn.org) and [www.eprocure.gov.in](http://www.eprocure.gov.in)

Any addendum/corrigendum shall be posted only on the Council's website.

**DIRECTOR**

**CENTRAL COUNCIL FOR RESEARCH IN YOGA & NATUROPATHY**  
61-65, Institutional Area, Opp.-D Block, Janakpuri, New Delhi - 110058

**NIT FOR OUTSOURCING OF MANPOWER**

**INSTRUCTIONS TO BIDDERS**

**1. GENERAL:-**

- 1.1 The present tender is being invited for providing manpower under which the contractor shall provide trained personnel and will use its best endeavors to provide manpower in the Council as specified in the SCOPE OF WORK.

**2. ELIGIBILITY CRITERIA:-**

- 2.1 All agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs.200 lacs during the last three financial years in the books of accounts.
- 2.2. The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities during the last 7 years as follows:
- (a). Three similar completed works costing not less than Rs.100 lacs **or**
  - (b). Two similar completed works costing not less than Rs.150 lacs **or**
  - (c). One similar completed work costing not less than Rs.200 lacs
  - (d). Annual average turnover of Rs.300 lacs during the last 03 years.

**3. QUALIFICATION OF THE BIDDERS:-**

- 3.1. The Bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatory of the bid to commit each member of the Partnership/ Consortium/Joint venture.
- 3.2. (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.
- (b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;
- (c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- 3.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of **PAN Card Number** under Income Tax Act and GST Registration Certificate.
- 3.5. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

- 3.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the CCRYN subsequently finds to the contrary, the Council reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- 3.7. Canvassing in any form or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.
- 4. ONE BID PER BIDDER:-**  
Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a 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 are liable to be rejected.
- 5. COST OF BID:-**  
The bidder shall bear all costs associated with the preparation and submission of his bid and the Council will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- 6. TENDER DOCUMENTS:-**
- 6.1 Sale of Tender Document**
- 6.1.1 The prescribed tender document shall be issued by the Cashier on cash payment of Rs.1000/- from 10.00 A.M. to 4.00 P.M. from 09.04.2018 to 27.04.2018 (on all working Days). Alternatively, the tender document can be downloaded from the websites [www.ccryn.org](http://www.ccryn.org)  
In this case, the Contractor/agency shall submit a separate Demand Draft/Pay Order amounting to Rs.1000/- (Rs. One thousand only) in favour of “*Central Council for Research in Yoga & Naturopathy*” along with Technical Bid. The financial bid shall not be opened if the requisite cost of Tender Document is not paid by the Contractor.
- 6.2. Contents of Tender Documents.**
- 6.2.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing manpower. The Tender document comprises of:
- (a) Notice of Invitation of Tender/ Instruction to Bidder. (**Annexure-I**)
  - (b) Conditions Preceding (**Annexure-II**)
  - (c) Terms and Conditions (**Annexure-III**)
  - (d) Undertaking (**Annexure-IV**)
  - (e) Form of Bank Guarantee for Bid Security (**Annexure-V**)
  - (f) Form of Bank Guarantee for Performance Security (**Annexure-VI**)
  - (g) Form of Agreement (**Annexure-VII**)
  - (h) Technical bid of Tender for providing manpower (**Annexure-VIII**)
  - (i) Details of Manpower and Remuneration payable to manpower (**Annexure-IX**)
  - (j) Required qualifications of manpower (**Annexure X**)

6.2.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

6.2.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

**6.3. Clarification of Tender Document:-**

6.3.1. The bidder shall check the pages of all documents against page number given in index and, in the event of discovery of any discrepancy or missing pages, the bidder shall inform the Administrative-cum-Accounts Officer, CCRYN.

6.3.2. Except for any such written clarification by the Council, which is expressly stated to be an addendum to the tender document issued by the Administrative-cum-Accounts Officer, CCRYN, no written or oral communication, presentation or explanation by any other employee of the Council shall be taken to bind or fetter the Council under the contract.

**7. PREPARATION OF BIDS:**

**7.1. Language.**

The bids and all accompanying document shall be in English.

**7.2. Documents Comprising the Bid.**

Tender document issued for the purposes of tendering as described in Clause 6.1 and any amendments issued shall be deemed as incorporated in the Bid.

7.2.1. The bidder shall, on or before the date given in the Notice Inviting Tender, submit his/her bids. The bidder shall submit the **TECHNICAL AND FINANCIAL BIDS IN 'TWO SEPARATE SEALED ENVELOPES'** clearly super scribing on the envelope "**TECHNICAL BID FOR MANPOWER IN CCRYN**"/ "**FINANCIAL BID FOR MANPOWER IN CCRYN**"(as applicable).

7.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be attached to acknowledge the acceptance of the same.

7.2.3. The Bidder (each member in case of joint venture/ consortium/ partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.2. (a) (b) and (c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power.

**7.3. Form of Bid**

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

#### **7.4 Currencies of Bid and Payment:-**

- 7.4.1. The Bidder shall submit his/her price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

#### **7.5. Duration of Contract:-**

The contract shall be valid initially for a period of one year and the Council reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to.

#### **7.6. Bid Security**

- 7.6.1. The contractor shall deposit Bid Security @ 2% of the total estimated amount/ contract towards Earnest Money Deposit for an amount of **Rs.12,17,835/-** in the form of an Account Payee DD, Fixed Deposit Receipt from a bank, or Bank Guarantee from a bank in an acceptable form in favour of **Central Council for Research in Yoga & Naturopathy** along with the technical bid.. If the tender document is downloaded from the website, a separate A/c Payee DD/IPO amounting to Rs.1000/- in favour of **Central Council for Research in Yoga & Naturopathy** shall be deposited with the Technical Bid. The Bid Security will remain valid for a period of sixty days beyond the final bid validity period.

- 7.6.2. **Any Tender not accompanied by Bid Security and Cost of the Tender documents, if the tender document is downloaded from the website, shall be summarily rejected.**

- 7.6.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.

- 7.6.4. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

- 7.6.5. Bid Security 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 Council.

#### **7.7. Format and Signing of Bid:-**

- 7.7.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

- 7.7.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

- 7.7.3. The bid shall contain no alterations, omissions or additions except those to comply with instructions issued by the Council, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

## 8. SUBMISSION OF TENDERS:-

- 8.1.1 All the sealed covers shall be addressed to the **Director, CCRYN** and shall be dropped in the Tender Box which is available in Admn. Block, First Floor, 61-65, Institutional Area, opp.-D block, Janakpuri, New Delhi - 110058. **Technical bids** and **financial bids** should be kept in **two separate sealed envelopes** clearly marked on the envelope. These two bids should be kept in **Single Common Sealed Envelope** stating **Name of the firm & “Bids for providing manpower in CCRYN”**.
- 8.1.2 Self attested copies of all the required documents as specified in 8.1.4. of tender document and original DD/P.O for EMD (Bid security) & Tender Document cost(as applicable) as well as self attested copies of all other documents shall be deposited in the box placed in Admn. Block, CCRYN, First Floor, 61-65, Institutional Area, Opp.-D Block, Janakpuri, New Delhi - 110058 for the same on 27.04.2018 up to 3.00 P.M. hours, failing which their financial bids shall not be opened.
- 8.1.3. **Technical bid** shall be submitted in separate sealed envelope clearly super scribing on the envelope, **“Technical bids for providing manpower in CCRYN”**. It will be opened on 27.04.2018 at 3.30 P.M. in the Admn. Block of office of Director CCRYN, by the Tender Committee constituted for this purpose in the presence of tenderers or their authorized representatives, who must remain present.
- 8.1.4. The sealed cover of Technical Bid should consist of the following documents:-
- (a) Bid Security (Earnest Money Deposit) for an amount of **Rs.12,17,835/-** in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a bank in an acceptable form in favour of **Central Council for Research in Yoga & Naturopathy**, and separate A/c Payee DD/IPO amounting to **Rs.1000/-** in favour of **Central Council for Research in Yoga & Naturopathy** for Tender document cost, in case the tender document is downloaded from website.
  - (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/ Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
  - (c) Self attested copy of PAN No. & TAN No. cards under Income Tax Act;
  - (d) Self attested copy of GST Registration Certificate;
  - (e) Self attested copy of Valid Registration No. of the Agency/Firm under Delhi Shops and Establishment Act;
  - (f) Self attested copy of valid Provident Fund Registration Number;
  - (g) Self attested copy of valid ESI Registration Number;
  - (h) Self attested copy of valid License and Number under Contract Labour Act and under any other Acts/Rules;
  - (i) Proof of Average Annual turnover as stated supported by audited Balance Sheet;



- (j) Proven Track Record of experience as stated supported by documents from the concerned organizations;
- 8.1.5 **Financial bid** shall be submitted in separate sealed envelope clearly super scribing on the envelope, “*Financial bids for providing manpower in CCRYN*”. Financial bids of only those Contractors/Agencies who qualify in Technical bids shall be opened in the office of Director CCRYN by the Tender Committee constituted for this purpose in the presence of tenderers or their authorized representatives, who must remain present. The rate as decided by the Council & other statutory provisions like ESI, EPF etc. are depicted in the Schedule of Rates and only Service Charges (Contractor’s profit & OH charges) are to be filled up by the Contractor (only in percentage) (in terms of % of total monthly remuneration bill excluding mandatory charges as indicated in Annexure VIII.
- 8.1.6 **Bid with ‘Nil charges’ / consideration will be treated as unresponsive and will not be considered.**
- 8.1.7. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

**Designation of the Authorized Officer: Director, CCRYN**  
**Address of the Department: 61-65, Institutional Area,**  
**Janakpuri, New Delhi - 110058**

## **8.2 Late and Delayed Tenders:-**

- 8.2.1. Bids must be received in the Council at the address specified above not later than the date and time stipulated in the NIT. The Council may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Council and the Bidder will be the same.
- 8.2.2 Any bid received by the Council after the deadline for submission of bids, as stipulated above, shall not be considered.

## **9. BID OPENING AND EVALUATION:-**

### **9.1 General Instructions**

- 9.1.1. The authorized representatives of the Council will open the Technical and Financial Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.
- 9.1.2. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
- 9.1.3. Conditional bids will also be summarily rejected.
- 9.1.4 Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders or of their representatives who choose to attend at the appointed place and time.

### **9.2 Right to accept any Bid and to reject any or all Bids:-**

- 9.2.1. CCRYN, is not bound to accept the lowest or any bid and may at any time terminate the tendering process.

- 9.2.2. CCRYN, may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 9.2.3. CCRYN, may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement with in time frame as stipulated in the document.

**10. AWARD OF CONTRACT:**

- 10.1.1. CCRYN, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 10.1.2. CCRYN, will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which Council will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 10.1.3. The successful bidder will be required to execute a contract agreement in the form specified in **Annexure- VI** within a period of 30 days from the date of issue of Letter of Offer.
- 10.1.4. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.
11. The requirement of manpower and remuneration can be increased or decreased at any time by CCRYN.
  - 11.1 Deployment of manpower may vary from location to location depending upon the actual need of the workload. In order to achieve optimum output from the manpower as well as fill up the vacancy in various OPDs, the contractor may be required to transfer the manpower as per direction of CCRYN to different locations under his own risk and cost.
- 12 The contractor shall provide a non- judicial stamp paper of Rs.100/- for preparing a Contract Agreement.
- 13 The contractor shall comply with the legal requirement for obtaining License under Contract Labour (R&A) Act, 1970.
- 14 The agency staff shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission of the supervisory Head of the Branch/Officer concerned of his/ her place of duty.
15. The agency shall be responsible to provide immediate replacement in place of any manpower, who is not available for duty at the place of posting and such other additional staff as may be required for additional duty for which prior intimation will be given, failing which

the suitable replacement shall be arranged by the Council itself which the Contractor will have to take on its strength.

16. The agency staff shall work under the overall supervision of Contractor Supervisor. However, the Council will exercise overall supervision as a Principal Employer.
17. The agency shall be responsible for compliance of all relevant provision of labour laws including payment of remuneration and to provide all the benefits viz. P.F., ESI, Bonus etc. to eligible manpower engaged by the contractor.
18. The department shall have the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of his/ her duties.
19. The Agency staff shall carry out such other duties as are entrusted to them from time to time.
20. The agency shall provide manpower whose minimum age shall be 18 years and maximum 50 years having sound health and sufficient experience in the related field or as per the guidelines issued by the Council from time to time.
21. The manpower deployed through outsourcing agencies is entitled for the leave under Shop and Estt. Act.
22. The agency shall not engage any sub-contractor or transfer the contract to any other person in any manner.
23. The tenders not conforming to these requirement will be rejected and no correspondence there of shall be entertained whatsoever.
24. Performance Evaluation:-
  - a. The quality assurance of providing manpower should be ensured regularly or (Daily, weekly, fortnightly or monthly depending upon the discretion of the Council or any officer duly authorized by him) on the basis of periodical reports furnished by the contractor.
  - b. The Contractor and all his staff deployed for providing manpower work will work under the supervision of the Council.
  - c. Appropriate records in reference to above shall be maintained by the Contractor at his own cost.
25. The Contractor shall have to provide any additional personnel for allocating any additional duty arising out as per the circumstances directed by the Council or any Officer authorized by him in addition to

those duties /personnel covered in this contract with the same amount of the contract.

26. Antecedents of the staff as deployed shall be got verified from the local Police at agency's cost and the photocopies of the related documents verifying the antecedents shall be submitted to the CCRYN while deputing the said staff for duty.
27. The staff engaged through the contractor shall not have any right to claim regularization of services either in CCRYN or the Hospital/ Institute where they are posted.

Signature of the Authorized Signatory

**(Designation)**

**Conditions Precedent**

1. Upon successful award of the contract and acceptance of the letter of award by the contractor, it will be mandatory to deposit Performance Bank Guarantee amounting to Rs.30,44,587/- in form of Bank Guarantee in favour of Director, CCRYN as prescribed in **Annexure – V** of the tender document within 10 days of issue of letter of award by the Council. The Performance Bank Guarantee shall be valid for a period of 60 days from the date of conclusion of the contract. In case of extension of the contract, fresh Performance Bank Guarantee shall be deposited.
2. The Performance Bank Guarantee shall be forfeited for failure of contractor to abide by conditions of the contract and non-compliance of statutory requirement i.e. various laws and regulations of the land.
3. The contractor shall inter into agreement on a non-judicial stamp paper of Rs.100/- as per format given in **Annexure VII**.

**CENTRAL COUNCIL FOR RESEARCH IN YOGA & NATUROPATHY**  
61-65, Institutional Area, opp.-D block, Janakpuri, New Delhi - 110058

**TERMS & CONDITIONS AND OBLIGATIONS OF CONTRACTOR**  
**FOR PROVIDING MANPOWER**

1. The Contractor shall provide manpower as per the details given in **Annexure – VIII** of the tender form. These details are tentative. The interested bidders may take into consideration various components of wages as per prevailing norms in respective states. The exact requirement, details of manpower and qualification etc. are tentative which may increase or decrease depending on the requirement and work load on the ground. Similarly the monthly emoluments are as per prevailing rate fixed under minimum wages Act 1948. The contractor will be responsible to pay minimum wages as notified by local Govt. from time to time. The contractor shall engage the existing manpower deployed by the Council so as to maintain continuity of the work being done by the staff of the contractor. However, such engagement/ appointment shall be subject to willingness of the existing staff in the Council. The Contract document has been prepared based on requirement at Delhi and NCR. However the Council has also invited Bids for requirement of Manpower in the state of Tripura, Orissa, Kerela, Haryana, Madhya Pradesh, Jharkhand and Andhra Pradesh. The Council may further require manpower for other states in India. The interested bidders may therefore taking into consideration local laws of the states for determining wages and other components of the wages.
2. The Council, (i.e., CCRYN) reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such eventuality Council further reserves the right to get the work done from open market or through some other agencies. Contractor will be black listed in the department for participating in such type of tender & his performance security deposit shall also be forfeited.
3. Any person who is in Government Service or an employee of the Council should not be made a partner to the contract by the contractor directly or indirectly in any manner whatsoever.
4. In every case in which by virtue of the provision of the workman's compensation Act, the Government of India/Government of Delhi if obliged to pay compensation to such person employed by the contractor in execution of the work; the Council will be entitled to recover from the contractor the amount of compensation so paid.
5. The Contractor shall indemnify the Council against all other damages/charges and expenses for which the Council may be held liable or pay on account of the negligence of the contractor or his manpower or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
6. The contract is awarded for a period of one year and after the expiry of the said period the contract may be extended on mutual consent on the same rates and terms and conditions at the discretion of the Council at the terms settled mutually in writing but not exceeding 01 year from the date of expiry of initial contract.
7. The Council reserves the right to terminate the contract without assigning any reason, then, the contract shall come to an end without prejudice to any right of remedy that may be accrued to other party by reason of any incident which of any terms thereof such notice may be signed on behalf of President of India/ Director, CCRYN by any of the officers.
8. If any information furnished by contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the performance security deposit is liable to be forfeited by the Council.
9. In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied

and the same shall be deducted from contractor's bill. Further the concerned contractor's manpower shall be removed from the system immediately.

- (a) In case any of contractor's manpower (s) deployed under the contract is (are) absent, a penalty equal to double the remuneration of number of manpower absent on that particular day shall be levied by the Council and the same shall be deducted from the contractor's bill.
  - (b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 8 (a) above shall be levied..
9. In case the Contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any term and condition of the contract, Council reserves the right to impose the penalty as detailed below:-
  - a. 2% of cost of order/agreement per week, up to 4 weeks delay.
  - b. After 4 weeks delay Council reserves the right to cancel the contract and withhold the agreement and get this job carried out through other agencies. The defaulting contractor will be black listed as per clause stated in (1) above and difference if any, will be recovered from the contractor. The performance security deposited by the contractor shall be forfeited.
10. The individual signing the quotation form or any document forming part of the contract on behalf of another or on behalf of a partnership firm, consortium or a joint venture shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such person or the firms as the case may be in all matters pertaining to the contract including the arbitration clauses. If subsequently the person so signing fails to provide the said Power of Attorney within a reasonable time the Council may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all costs and damages. In case any person signing the agreement on behalf of a partnership firm, consortium or a joint venture he will produce letter of authority/resolution passed by the company empowering him to sign the agreement on behalf of a partnership firm, consortium or a joint venture
11. The contractor has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Fund Commissioner and Employees State Insurance Corporation or other local bodies as per the existing rules as amended from time to time.
12. In case of any violation of statutory provision under labour laws/Income Tax or Service Tax on behalf of the contractor there will not be any liability of Council.
13. In the event of any dispute arising out in connection with the interpretation of any clause in the terms and conditions of the contract, agreement, or otherwise the matter shall be referred to the arbitrator as appointed by the Director, CCRYN. Courts at Delhi/New Delhi shall have jurisdiction in connection with any dispute/litigation arising out of this contract.
14. The contractor shall seek instructions from Council or other officer authorized by him for the purpose hereinafter referred to as Authorized Officer.
15. The contractor shall be responsible for providing manpower in the premises of the Council/or as per the requirement of the Council from time to time and/or as per requirement as laid down in the agreement. Requirement of Manpower may vary from time to time. The contractor may be required to transfer the manpower from one place to another as and when called upon to do so by the Council.
16. The contractor and his/her manpower shall ensure good behavior with all the staff in the Council as well as with the visitors to the Council and also the place where they are posted. They shall abstain from taking part in any staff union and association activities.
17. The Council shall not be liable to provide any residential accommodation to the manpower.

18. The manpower shall be bound to observe all the instructions issued by the Council concerning general discipline and behavior. In case, any person employed by the contractor is inefficient, quarrelsome, infirm, and invalid or indulges in an unlawful activity or the like, the contractor shall replace such person with a suitable substitute at the request of the Council in light of the provisions referred in clause 31 and 35.
19. The contractor shall comply with all the statutory provisions (as applicable) as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Delhi Shops and Establishment Act, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts in additions to the provision that contractor shall comply with all legal requirements for obtaining license under the Contract Labour (R&A) Act, 1970 at its own cost. In case of violation of such statutory provisions under Labour Law by the contractor, there will not be any liability on Council and the contract will be liable for termination.
20. The Council shall not be responsible financially or otherwise for any injury to the manpower in the course of performing the office functions.
21. The contractor shall not be permitted to transfer their rights and obligations under the contract to any other organization or otherwise.
22. Council has the absolute right to terminate the contract at any time without assigning any reason thereof. Council will also have the right to extend the contract at the same terms and conditions until such time, the new agency takes over in case fresh tendering is required to be resorted.
23. In case the contractor wants to terminate the contract, he shall have to give three months notice in advance to this effect.
24. In case of breach of any of the terms of agreement, the performance security deposit of the contractor is liable to be forfeited. Any sum of money due, is payable to the contractor including the security deposits refundable to him under the contract, can be appropriated by the Council against any amount which the contractor may owe to the Council.
25. Any other provision as advised by the Council shall be incorporated in the agreement. The same shall also be binding on the contractor.
26. None of the employees of the Contractor shall enter into any kind of private work at the different campuses of the Council during working hours or otherwise, failing which penalty as stipulated in clause 8 (a) of Annexure II shall be imposed, without giving any notice. The amount of penalty shall be deposited by the contractor immediately with DDO of the CCRYN, New Delhi or will be deducted from the monthly bills.
27. The Contractor shall maintain complaint Book which will be made available to the supervisory staff of the Council.
28. The Contractor/Agency shall have a proper office/Branch office in Delhi and NCR.
29. That the appropriate deployment of the manpower shall be ensured by the contractor as per the requirement specified by the Director, CCRYN or an officer authorized by him.
30. That the contractor shall not engage the manpower below the age of 18 years and maximum 50 years. If any complaint of misbehavior and misconduct by the manpower comes to the knowledge of the Council then all such responsibility shall be of the contractor. In case of any loss due to negligence or mishandling by the manpower, the contractor shall make good for the losses so suffered by the Council. Only physically fit personnel shall be deployed for duty by the contractor and contractor will ensure that his personnel shall not take part in any staff union and association.
31. That the attendance and other relevant records shall be kept by the contractor at his own cost and produced by him on demand to the Council or any officer deputed for this purpose by the Council.



32. That the contractor shall obtain a license under Contract Labour (R&A) Act, 1970 and also submit a copy of such license duly attested in the Council. Moreover, he shall abide by all the necessary provisions of various Labour Laws/Acts viz. ESI/Bonus, Contract Labour, Workmen's Compensation Act and any other laws and rules applicable in this regard.
33. That the contractor, himself, will be responsible /liable for any type of statutory/mandatory claims or penalties in light of the default with reference to the above provisions.
34. That in case any person engaged by the contractor, found to be inefficient, quarrelsome, infirm, invalid or found indulging in unlawful or union activities, the contractor shall replace such person with a suitable substitute at the direction of the Council.
35. That the contractor shall not, at any stage, cause or permit any sort of nuisance in the premises of the Council or do anything which may cause unnecessary disturbance or inconvenience to others working there as well as to the general public in the Council.
36. Prior information should be given in writing for any manpower engaged who is directly or indirectly related to any employee of the Council.
37. That the contractor providing manpower shall ensure the following :-
  - i. The Contractor shall issue offer of appointment to the manpower engaged for performing various jobs of the Council and copy of the offer duly accepted by the employees shall be endorsed to this Council.
  - ii. The Contractor shall be responsible for payment of wages to the manpower engaged out of this contract by 07<sup>th</sup> of Next Month or if it happens to be holiday then on the next day without fail.
  - iii. The Contractor shall issue ESI Card/ PF Receipt to the manpower governed by EPF Act and ESI Act.
  - iv. That a daily report of its staff on duty and about their performance is furnished.
  - v. That its staff does not smoke at the place of work.
  - vi. That any specific duty assigned to it by the Council or any officer authorized by him is carried out by him/ her diligently and well in time.
  - vii. That the salary shall be distributed in full as settled between the contractor and the Council in the presence of a representative of the Council and a certificate may also be furnished to this effect to the Council.
  - viii. Contractor shall be responsible for maintaining discipline and good conduct of its employees,
38. The Agency shall submit the copies of **separate challans (as applicable)** along with the list of manpower engaged by the contractor in the Council, viz., ESI and PF and service tax exclusively in respect of the manpower deployed in CCRYN and shall produce such challans in original for verification at the time of payment to it of release. The contractor shall abide by and comply with all the relevant laws and statutory requirement covered under Labour Act, Minimum wages and (Contract Labour Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by him for providing manpower. The Contractor shall also be directed to submit the copy of monthly challan for amount of EPF deposited by him in r/o manpower engaged in CCRYN separately along with monthly Return i.e Form 5, Form 10 , Form 12A individual wise details and salary sheet(if applicable).

As far as EPF(as applicable) is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for providing manpower is required to be submitted to the Council within 30 days of start of contract. In any eventuality, if the contractor fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the Department is entitled to recover the equal amount from any money due or accrue to the contractor under this agreement or any other contract and will be deposited with RPFC on behalf of the contractor. The contractor shall arrange to get the ESI cards made in new digital format in respect of manpower of the Council within one month of start of contract. The Contractor shall immediately submit the copies of all returns duly attested by concerned office with regard to EPF/ESI Act & Service Tax. The Contractor shall

make available his books of accounts/documents for verification in respect to deductions on accounts of EPF/ESI & Service Tax etc. for Council's manpower.

39. The Contractor or his authorized representative shall collect the attendance duly verified by the concerned HODs/Section in-charge at CCRYN. Thereafter, the attendance sheets in original along with the attendance summary sheet, attendance chart and bill shall be submitted by the Contractor latest by the 5<sup>th</sup> of every month to the Administrative-cum-Accounts Officer. for verification and processing the bill.
40. Payments to all the manpower shall have to be made by ECS /Cheque by 7<sup>th</sup> of each month by the contractor. Thereafter, Council shall reimburse the amount to the contractor accordingly. Notwithstanding any situation in which CCRYN due to administrative reasons does not release payment by the stipulated date, the contractor should make payment to the manpower as per said schedule failing which a penalty of Rs. 500/- per day will be imposed by the Council. No part payment to the manpower shall be accepted by the Council.
41. The agency shall provide Identity Cards to the personnel deployed in this office carrying the Photographs of the personnel and personal information as to name, DOB, age, identification mark and validity of Identity Card etc. The expenses on this account will also be borne by the agency.
42. The days of work will be same as those applicable to regular govt. employees but they may be required to attend the office on closed holidays and also beyond duty hours if required in case of exigency of work. They will be paid extra as per the rates approved by the office and the same will be communicated to the outsourcing agency for payment.
43. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.
44. The contractor shall deploy his personnel only after obtaining the approval of the Council duly submitting curriculum vitae (CV) of these personnel, the Council shall be informed at least one week in advance and contractor shall be required to obtain the Council's approval for all such changes along with their CVs.
45. "NOTICE TO PROCEED" means the notice issued by the Council to the contractor communicating the date on which the work/services under the contract are to be commenced.
46. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Council for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Council.
47. The contract period shall be one year from the date of the commencement (as mentioned in Notice to Proceed).
48. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Council shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Security.
49. In the event of default being made in the payment of any money in respect of remuneration of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Council

- may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Council from the contractor.
50. If any money, as a result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Council, such money shall be deemed to be payable by the contractor to the Council within seven days. The Council shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
  51. The list of staff to be deployed shall be made available to the Council and if any change is required on part of the Council fresh list of staff shall be made available by the contractor after each and every change.
  52. The contractor shall indemnify the Council from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
  53. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act. (Wherever applicable).
  54. The Council shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Council shall not have any employer-employer relationship with the manpower of the contractor.
  55. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Council from the contractor.
  56. The contractor shall provide copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Council.
  57. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI/Service Tax etc. of each employee every month (duly attested by concerned departments) while submitting his bill for payment.
  58. The contractor shall disburse the remuneration to its staff deployed in the Council every month through ECS or by Account Payee Cheque in the presence of representative of the Council.
  59. CCRYN may terminate the contract in case the Terms & conditions of the contract are violated by the contractor. In such case the security deposit shall be forfeited absolutely.
  60. The antecedents of the staff deployed by the agency shall be got verified from the Delhi Police at agency's cost and the photocopies of the related documents verifying the antecedents shall be submitted to the CCRYN while deputing the said staff for duty.
  61. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
  62. The Department will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

**63. DISPUTE RESOLUTION:-**

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned

parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director, CCRYN.

- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only

**64. JURISDICTION OF COURT:-**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Witness  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Council  
  
( DIRECTOR)  
For and on behalf of Director, CCRYN.

Witness  
M/s \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Name & Address

(ON A STAMP PAPER OF Rs.100/-)

UNDERTAKING

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Designation and Name of the concerned Department)

Name of the firm/Agency \_\_\_\_\_

Name of the tender \_\_\_\_\_ Due date: \_\_\_\_\_

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 abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like EPF, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the remuneration to the personnel deployed as per this agreement as amended by the CCRYN from time to time and shall be fully responsible for any violation.
4. I/We do hereby undertake that neat and clean environment of the Department shall be ensured by our Agency, as well as any other point considered by our Agency. Our agency shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. \_\_\_\_\_ Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)  
Name and Address of the Bidder.  
Telephone No.

**FORM OF BANK GUARANTEE FOR BID SECURITY**

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we \_\_\_\_\_ (Name and address of Bank), having our registered office at \_\_\_\_\_ (hereinafter called “the Bank”) are bound unto \_\_\_\_\_ (Name of the Department) (hereinafter called “the Department”) in sum of Rs. \_\_\_\_\_ for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated \_\_\_\_\_ for providing manpower (hereinafter called “the Bid”).

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (Amount in figures and words) as Bid Security against the Bidder’s offer as aforesaid.

AND WHEREAS \_\_\_\_\_ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Council may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
  - (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
  - (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression “the Bidder” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in NIT.

- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/ Union Government/Public Sector

WE undertake to pay to the Council up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Signature of Authorized Official of the Bank

Name of Official \_\_\_\_\_

Designation \_\_\_\_\_

ID No. \_\_\_\_\_

Name of Witness  
Address of Witness

(Stamp/Seal of Bank)

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**  
(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called the "Bank") of the one part and \_\_\_\_\_ (Name of the Department) (hereinafter called the "Department") of the other part.

2. WHEREAS \_\_\_\_\_ (Name of the Council) has awarded the contract for providing manpower contract for Rs. \_\_\_\_\_ (Rupees in figures and words) (hereinafter called the "contract") to M/s \_\_\_\_\_ (Name of the contractor) (hereinafter called the "contractor").

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Council a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).

4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Council, the Bank agrees to pay the Council, any amount up to and inclusive of the aforementioned full amount upon written order from the Council to indemnify the Council for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Council immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.



8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions “the Department”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of  
the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
I.D. No. \_\_\_\_\_  
Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-1.  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness-2.  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**CENTRAL COUNCIL FOR RESEARCH IN YOGA & NATUROPATHY**  
61-65, Institutional Area, opp.-D block, Janakpuri, New Delhi - 110058

**FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_ day \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) Between the President of India through the Director, Central Council for Research in Yoga & Naturopathy, 61-65, Institutional Area, Opp.-D Block, Janakpuri, New Delhi - 110058 (Name and address of the Department) hereinafter called "the Council", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND \_\_\_\_\_ (Name and address of the contractor) through Shri \_\_\_\_\_, the authorized representative (hereinafter called "the contractor") (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide qualified personnel and will use its best endeavours to provide manpower to the Central Council for Research in Yoga & Naturopathy (Name of the Department) for providing a neat and clean environment to the Council.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. Condition preceding;
  - c. Notice inviting Tender;
  - d. Bill of Quantities;
  - e. Scope of work;
  - f. Addendums, if any;
  - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Council to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and the providing of manpower w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender documents.
4. The Council hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. \_\_\_\_\_ ( \_\_\_\_\_ Rupees in words).
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the time in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor

For and on behalf of the Council

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Stamp/Seal of the Contractor

By the said

\_\_\_\_\_ Name

on behalf of the Contractor in  
the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Name of the Officer

Stamp/Seal of the Employer

By the said

\_\_\_\_\_ Name

on behalf of the Employer in  
the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

**CENTRAL COUNCIL FOR RESEARCH IN YOGA & NATUROPATHY**

61-65, Institutional Area, opp.-D block, Janakpuri, New Delhi - 110058

**TECHNICAL BID OF TENDER FOR PROVIDING MANPOWER**

1. Cost of tender : Rs. \_\_\_\_\_
2. Due date for tender
3. Opening time and date of tender
- 4.. Names, address of firm/Agency and Telephone numbers. \_\_\_\_\_  
\_\_\_\_\_
- 5.. Registration No. of the Firm/ Agency. \_\_\_\_\_
6. Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with. \_\_\_\_\_  
\_\_\_\_\_
7. Please specify as to whether Tenderer is sole proprietor/ Partnership firm. Name and Address and Telephone No. of Directors/partners should specified. \_\_\_\_\_  
\_\_\_\_\_
8. Copy of PAN card issued by Income Tax Department and copy of previous three Financial Year's Income Tax Return. \_\_\_\_\_  
\_\_\_\_\_
9. Copy of TAN card issued by Income Tax Department \_\_\_\_\_
10. Provident Fund Account No. \_\_\_\_\_
11. ESI Number \_\_\_\_\_
12. License number under Contract Labour (R&A) Act, if any. \_\_\_\_\_
13. Service Tax Regd. No. \_\_\_\_\_
14. Details of Bid Security deposited:
  - (a) Amount : Rs. \_\_\_\_\_  
(Rupees in words also)
  - (b) FDR No. or DD No. or \_\_\_\_\_

Affix duly Attested P.P. Size recent photograph of the prospective bidder.

(c) Date of issue:

(d) Name of issuing authority:

15. Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years

(Attach separate sheet if space provided is insufficient)

Financial year	Amount (Rs lakhs)	Remarks, if any
2014-15		
2015-16		
2016-17		

16. Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSU or Government Department during the last three years in the following format. Attested copies of work orders may also be attached.

S.No.	Details of client along with address, telephone and Fax numbers	Amount Contract (Rs. Lakhs)	No. of employees engaged	Duration of Contract
1.				
2.				
3.				

(If the space provided is insufficient, a separate sheet may be attached)

17. Any other information:

16. Declaration by the bidder:

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 abide by them.

(Signature of the bidder)  
Name and Address  
(with seal)

**FINANCIAL BID OF TENDER FOR PROVIDING MANPOWER IN  
CCRYN (2018)**

Sr. No.	Category	Minimum Rate (Monthly basis)	Persons required	Amount of one month	Amount of one year
1.	Senior Consultant Physician (Y&N)	Rs. 60,000/-	1	Rs 60,000/-x 01= 60,000/-	7,20,000/-
2.	Consultant Physician (Y&N)	Rs. 50,000/-	20	Rs. 50,000/- x20=10,00,000/-	1,20,00,000/-
3.	Jr. Physician (Y&N)	Rs. 40,000/-	04	40,000/-x04=1,60,000	19,20,000/-
4.	Sr. Research Fellow (Y&N)	Rs. 35,000/-	04	35,000/-x04=1,40,000/-	16,80,000/-
5.	Yoga Therapist	Rs.30,000/-	32	Rs.30,000/- x 32=9,60,000/-	Rs.1,15,20,000/-
6.	PA/ Steno	Rs.25,000/-	03	Rs.25,000 x 3 = 75,000/-	Rs.9,00,000/-
7.	NC Therapist	Rs.20,000/-	35	Rs.20,000 x 35 = 7,00,000/-	Rs.84,00,000/-
8.	Office Assistant	Rs.20,000/-	03	Rs.20,000 x 3 = 60,000/-	Rs.7,20,000/-
9.	Receptionist/ DEO	Rs.20,000/-	14	Rs.20,000x14= 2,80,000/-	Rs.33,60,000/-
10.	Attendant/ MTS/ Ward Boy/ Aaya/ Kitchen Attendant etc.	Rs.16000/-	36	Rs.16000 x36=5,76,000/-	Rs.69,12,000/-
				<b>Total</b>	<b>Rs.4,81,32,000/-</b>
				Mandatory charges on account of ESI - 4.75% on Rs.1,93,92,000/- (for remuneration up to Rs.21,000/-) in respect of S.No.7,8,9 &10 above	Rs.9,21,120 /-
				Mandatory charges on account of EPF -13.15% on 1,93,92,000/- (for remuneration restricted to Rs.21,000/-) in respect of S.No. 7,8,9 &10 above	Rs.25,50,048/-
				<b>Total</b>	<b>Rs.5,16,03,168 /-</b>
				G.S.T. 18%	<b>Rs.92,88,570/-</b>
				<b>Grand Total</b>	<b>Rs.6,08,91,738/-</b>

**(Rupees Six Crore Eight Lakh Ninety One Thousand Seven Hundred Thirty Eight Only)**

- **The number of posts will vary from time to time**
- **Bonus will be claimed by agency from the office, only once in a year as and when it is due for payment to the outsourced persons as per rules.**

Supervision charges (Contractor's profit & O H charges) IN PERCENTAGE ONLY-(in figures) -----  
----- (in words) in terms of percentage of total monthly remuneration bill excluding mandatory charges.

Remuneration for manpower deployed will be governed by the rules & regulations and as per the rates decided by the Council for the above manpower. The rates will be quoted in percentage basis only in respect of supervisory charges (Contractor's profit & O H charges) desired to be quoted by the agency. This remuneration may be revised by the Council from time to time. The manpower may be reduced or increased during the currency of the contract based on actual requirement. The payment of remuneration to the manpower will be made by the contractor in the presence of the representative of the Council. Certificate to this effect will also be issued by the representative of the Council that the amount has properly been distributed to the manpower in accordance with the bill/acquittance roll. The agency has to submit the certificate as under: "***It is certified that the manpower deployed at CCRYN, New Delhi have been disbursed monthly remuneration after complying & fulfilling all the statutory obligation/ provisions***". This will be supplemented alongwith the next month's raised bill for remuneration by the contractor.

Witness

Name \_\_\_\_\_  
Address \_\_\_\_\_

Council

(DIRECTOR)  
For and on behalf of GC, CCRYN  
Delhi/New Delhi.

Witness

Name \_\_\_\_\_  
(Contractor)  
M/s \_\_\_\_\_  
Address \_\_\_\_\_

Name & Address

**QUALIFICATION & EXPERIENCE FOR THE STAFF OF YOGA & NATUROPATHY**

S. No.	Name of the Post	Qualification and Experience for the Post			
		Essential Qualification	Experience *	Desirable	Remuneration p.m. in Rs. (Consolidated)
1.	<b>Senior Consultant Physician (Yoga &amp; Naturopathy)</b>	Regular MD (Yoga/ Naturopathy) awarded by Govt. Board/recognized University. <b>OR</b> BNYS degree awarded by Govt. Board/ recognized University or Diploma in Naturopathy of minimum 4 years duration.	08 (Five) years and above working experience.		60,000/-
2.	<b>Consultant Physician (Yoga &amp; Naturopathy)</b>	Regular MD (Yoga/Naturopathy) awarded by Govt. Board/ recognized University. <b>OR</b> BNYS degree awarded by Govt. Board/recognized University or Diploma in Naturopathy of minimum 4 years duration.	05(five) years &above working experience		50,000/-
3.	<b>Junior Physician (Yoga &amp; Naturopathy)</b>	Regular MD (Yoga/Naturopathy) awarded by Govt. Board/ recognized University. <b>OR</b> BNYS degree awarded by Govt. Board/recognized University or Diploma in Naturopathy of minimum 4 years duration.	03 (Three) years & above working experience		40,000/-
4.	<b>Senior Research Fellow (SRF- Yoga &amp; Naturopathy)</b>	BNYS degree awarded by Govt. Board/recognized University or Diploma in Naturopathy of minimum 4 years duration. <b>OR</b> BNYS degree awarded by Govt. Board/recognized University or Diploma in Naturopathy of minimum 04 years duration.	NIL		35,000/-
5.	<b>Yoga Therapist</b>	Regular PG Degree in Yoga/ Regular Degree in Yoga from a recognized University <b>OR</b> Any Degree from a recognized University and one year regular Diploma in Yoga Education/Studies etc. from a recognized University or an Institute of repute	05 (Five) years professional/working experience in a Naturopathy/ Yoga Hospital/ Centre.		30,000/-
6.	<b>PA/ Steno</b>	Graduate of a recognized University with Shorthand speed of 80 words per minute.	Minimum 2 Years experience as PS/PA in any reputed organisation		25,000/-
7.	<b>Office Assistant</b>	Graduate in any discipline from a recognized University Should have good communication, writing ability and interpersonal skills Knowledge of computer applications such as MS Word, MS Excel and Power Point	At least 3 years experience as Secretarial Assistant		20,000/-
8.	<b>Naturopathy Therapist</b>	Regular NDNYT of 2 years duration <b>OR</b>	01 (One) year working experience in Naturopathy Centre/ Hospital		20,000/-

		Regular Treatment Assistant Training Course (TATC) of minimum 1 year duration <b>OR</b>	2 (Two) years working experience in Naturopathy Centre/Hospital		
		<b>OR</b> 10+2 pass with minimum 1 year Diploma in Naturopathy <b>OR</b>	03 (Three) years working experience in Naturopathy Centre/Hospital		
		10+2 pass	05 (Five) years working experience in Naturopathy Centre/Hospital		
9.	<b>Receptionist/ Data Entry Operator</b>	Graduate/ 10+2 and one year Diploma in Computer application	<ul style="list-style-type: none"> <li>• 2-3 years</li> <li>• Typing speed of 40 w.p.m. in English</li> </ul>	<ul style="list-style-type: none"> <li>• Typing speed of 30 w.p.m. in Hindi</li> <li>• Knowledge of MS Word, Excel, Power Point etc.</li> </ul>	20,000/-
10.	<b>MTS/ Attendant</b>	8 <sup>th</sup> Pass	-Nil-	Working experience in Hospitals/ Nursing Homes etc.	16,000/-
11.	<b>Ward Boy/ Aaya</b>	8 <sup>th</sup> Pass	As a ward Boy/ Aaya in a Hospital /Dispensary/ Child Welfare Centre		16,000/-
12.	<b>Kitchen Attendant</b>	Ability to read and write Hindi or local language	Experience in a Hospital / reputed Hotel		13,000/-

**\* Practical ability to perform Yogic practices is essential.**

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