

FINANCIAL QUOTATION**SCHEDULE OF RATES (FINANCIAL QUOTATION)**

**Name of the work: Contract for SUPPLY OF MANPOWER-SKILLED/SEMI-SKILLED WORKERS
ON CONTRACT BASIS in CCIM New Delhi**

Sl.No.	Description	Wages per month per person in Rs.	PF *	ESI	Any other charges	Agency's Profit (Service Charge)	Total per person
1.	Computer Operator Skills workers (Graduate)						
2.	Peon (Matriculation)						

(Signature of Contractor/Tenderer with seal)

Name:

Seal:

Office Address:

Phone No. :

E-Mail Address:

Each and every page of price bid need to be signed and stamped by the contractor/firm

CONTRACT PERSONNEL REQUIRED AT CCIM NEW DELHI

Approximate number of skilled/semi-skilled workers

CONTRACT PERSONNEL REQUIRED AT CCIM NEW DELHI

Sl.No.	Description	Required Number of personnel
1.	Computer Operator Skilled workers (Graduate in any discipline) (having one year diploma/ certificate course. Having at least one year experience in the field	As per requirement
2.	Peon Able to read and write English, Hindi and having one year work experience in the filed.	12

(Signature of Contractor/Tenderer with seal)

Name:

Seal:

Office Address:

Date/ Phone No. :

Annexure-IV

Details of other organizations where such contract under taken during last 3 years (enclosed supporting documents)

Sl.No.	Name of Address of the organization, contact Number	Number of personnel supplied	Period of contract	Whether Govt./Semi Govt./Autonomous Bodies/PSU/Industries etc. (pl. specify)	Amount of contract	Reason for termination (if currently not valid)

This information to be given in for Annual Contract for supply of Manpower-skilled/semi-skilled workers.

(Signature of Contractor/Tenderer with seal)

Name:

Seal:

Office Address:

Date/ Phone No. :

DRAFT AGREEMENT

This agreement is made on (date)_____ between CCIM, New Delhi, as one part, hereinafter called CCIM and M/s _____ - Agency for providing skilled/semi skilled manpower on the other part.

WHEREAS the CCIM is desirous to engage the Agency for providing skilled/semiskilled manpower for CCIM, New Delhi on the terms.

1. The agency shall be solely responsible for compliance of the provisions of various labour, industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in CCIM. The CCIM shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by the agency in CCIM. The CCIM shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two month's notice on either side.
5. In case of non-compliance with the contract, the CCIM reserves its right to:
 - a. Cancel/revoke the contract, and/or
 - b. Impose penalty up to 10% of the total annual value of contract.
6. Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in form of pay order/demand draft in favour of Secretary, CCIM or FDR pledged in favour of Secretary, CCIM shall be furnished at the time of signing of the agreement.
7. The agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in CCIM.
8. The personnel provided by the Agency will not claim to become the employees of CCIM and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in CCIM.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.
10. The agency also agrees to comply with annexed Terms and conditions and amendments thereto from time to time.
11. Decision of CCIM in regard to interpretation of the terms and conditions and the Agreement shall be final binding on the Agency.
12. In case of any dispute between the Agency and CCIM, CCIM shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at New Delhi.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in CCIM in the presence of the witness:

<p>Secretary Central Council of Indian Medicine (A Statutory Body of the Government of India) 61-65, Institutional Area, Opp. 'D' Block Janakpuri, New Delhi-110058.</p> <p>Witness:</p> <p>1.</p> <p>2.</p>	<p>Signing authority from supplier agency</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Witness:</p> <p>1.</p> <p>2.</p>
--	--

**TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF
SKILLED/SEMI SKILLED WORKERS**

(Annexure to Agreement)

A. SCOPE OF WORK:

SUPPLY OF MANPOWER-SKILLED/SEMI-SKILLED WORKERS ON CONTRACT BASIS at Central Council of Indian Medicine, 61-65, Institutional Area, Opp. 'D' Block, Janakpuri, New Delhi-110058 by deploying required number of contract personnel.

B. TERMS & CONDITIONS:

1. The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further for maximum period of two years with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.
2. The contracting Agency shall render the following services to CCIM:
 - I. To supply the Skilled/Semi-Skilled workers on Contract Basis in CCIM, New Delhi. The supplied manpower should be competent enough to execute the office work assigned to them.
 - II. The skilled workers would be engaged to attend all work assigned to them by the concerned sectional incharge which may include all official and clerical works; like typing, maintenance of records manually as well digitally.
 - III. The semi-skilled workers would be engaged for Movement of files, diles stocked in stores.
 - IV. Unforeseen manual jobs emanating from time to time.
3. The working hours will be as under:
 - I. From 9:00 Am to 5:30 PM from Monday to Friday. However, Saturday and Sunday are holiday on account of being weekend days.
 - II. They may also be called on Saturday/Sunday as and when required.
 - III. The extra payment will be made to per person per day basis, if they will be called on Saturday and Sunday.
 - IV. They may be asked to work after 5:30 PM in exigency for which they be paid OTA as per rule subject to the condition that over time period is not less than one hour starting from 6:30 PM (i.e. the period 5:30 PM to 6:30 PM will not be considered as over time period.)
4. The personnel deployed shall be healthy, active and adult. Nobody shall have any communicable diseases.
5. The personnel deployed shall be always with Identity Card. The agency shall provide fully trained and disciplined personnel.

6. The contractor shall bear all expenses regarding uniforms, preparation of their Identity cards, compensations, wages and allowances(DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The contractor shall pay the wages to the engaged personnel on or before 7th of every succeeding month, irrespective of delay in payment of Bill by the CCIM for whatever reason. Wages payable shall not be less than the minimum wages payable as declared by the Govt. of NCT of Delhi from time to time ; The contractor shall also submit his rate of profit (service charges) in additional to the wages to be paid to his workers. Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc as applicable every ,month for the previous month along with the monthly bill with respect to all employees deployed by him at CCIM. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including with (but not limited to) the following and their re-enactments/amendments/modifications.
 - i. The payment of Wages Act 1936
 - ii. The Employees Provident fund Act, 1952
 - iii. The Factory Act, 1948
 - iv. The Contract Labour (Regulation)act, 1970
 - v. The Payment of Bonus Act, 1965
 - vi. The Employees State Insurance Act, 1948.
 - vii. The Minimum Wages Act, 1948
7. The personnel will be screened by the contractor after police verification regarding their antecedents, character and conduct; and a copy of the reports shall also be submitted to CCIM.
8. Replacement of personnel as required by the CCIM will be effected promptly by the contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation/approval with the CCIM. The particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the CCIM alongwith testimonials before they are actually deployed for the job.
9. In case of any loss that might be caused to the CCIM due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, such loss shall be compensated by the contractor Agency and in this connection, the CCIM shall have the right to deduct appropriate amount from the bill etc. To make good of such loss to the CCIM besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the CCIM shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
10. If case of death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
11. That Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact Secretary/Secretary (Admn.) CCIM or the Section Officer at least once in a quarter to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient.

12. In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for leave reserve; Failure on this account shall attract penalty double the wages payable to the Contractor for such absence.
13. The successful bidder would have to deposit an amount of 10% of Annual contract value towards security deposit through pay order/demand draft in favour of Secretary, CCIM or FDR pledged in favour of Secretary, CCIM which would remain with CCIM during the contract period and no interest shall be payable on the Security Deposit amount.
14. If at any point of time it comes to the notice of the CCIM that the contract personnel deployed are different from the list provided (with attested photographs), CCIM will be well within its right to impose penalty not exceeding five times the wages payable to contractor for such personnel identifies.
15. The contract personnel deployed by the contractor shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the CCIM shall be at liberty to make suitable deductions (ranging from 10% to 20%) from the bill without prejudice to its right under other provisions of the contract.
16. The contractor shall be solely liable for all payments/dues of the workers employed and deployed by him with reliable evidence provided to the CCIM. In the event, CCIM makes any payment or incurs any liability; the contractor shall indemnify the CCIM completely.
17. In case of any dispute arising out of this agreement, the Member Secretary, CCIM shall nominate any officer of the CCIM as sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.
18. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Delhi Court will have the jurisdiction to settle and decide all the disputes.
19. TDS as per Income Tax Rules shall be deducted from the bills of the contractor as per applicable laws.
20. As and when the CCIM requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with prorata rates. For the same, a notice of two days will be given by the CCIM.
21. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
22. In case the CCIM suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the CCIM reserves the right to terminate the contract without assigning any reasons.
23. Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.
24. The contractor will be held responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.
25. the contractor should maintain all the records and documents under various labour laws applicable to contract labour/personnel and also Shops & Establishment Act/rules applicable to his/her establishment and make them available to the CCIM at all times. Indicative list of such records is given for example:

- a. Employment card (to be issued to workers)
 - b. Muster Roll
26. The above records and the following returns filed by the contractor have to be produced to the Admn. of CCIM on demand and original/photocopies of these records should be handed over after completion of the contract.
- a. Return in Form 5, 10 & 12 A which is submitted monthly under the provisions of the employees' Provident funds & Delhi Act, 1952.
 - b. Summary of contribution (form 5) u/s 44 Regulation 25 of the ESI Act, 1948. Also the return filed under sec. 44, Regulation 26 of the said act along with the monthly return.
 - c. Half yearly return in Form XXIV under rule 82(1) of the Contract Labour (R&A) Act, 1970.
 - d. Annual return filed in Form 3A/6A under the Employees Provident Funds & Delhi Act, 1952.
 - e. Annual return in form III rule 21(4A) of the Minimum Wages Act, 1948.
 - f. Any other applicable return.
27. The contractor should obtain a License from the Central Labour Commissioner to engage the contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the CCIM.
28. The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by State/Govt. of NCT of Delhi and such minimum shall be the higher between the state and Govt. of NCT of Delhi notified minimum wages, from time to time, as applicable during the contract period.
29. The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month. The payment of wages will be made in the presence of an authorized representative of CCIM at a place and time notified for the purpose.
30. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum Wages act.
31. The contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
32. The CCIM reserved its rights to withhold bills, if the contractor fails to produce proof for having emitted the ESI/PF dues.
33. The contractor must get police verification of all his personnel employed at CCIM and submit the report to his office along with voter IDs, and other valid proof of residence and qualifications. The contractor has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc. he should also give the list of his sons and relatives who are working in this office as sub-contractors or the labourers. If there is no such thing, the contractor has to give an undertaking to his effect.
34. If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel who indulges in such type of activities, should not be further employed in this office by the contractor in any case.

35. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the CCIM will be considered applicable at the time of any dispute/following any statutory rules.

NOTE: These terms and conditions are part of the contract/agreement as indicated in the agreement between CCIM and the agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

<p>Secretary Central Council of Indian Medicine (A Statutory Body of the Government of India) 61-65, Institutional Area, Opp. 'D' Block Janakpuri, New Delhi-110058.</p> <p>Witness:</p> <p>1.</p> <p>2.</p>	<p>Signing authority from supplier agency</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Witness:</p> <p>1.</p> <p>2.</p>
--	--

Declaration by the Firm/Agency

This is to certify that I/We before signing this tender as have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Date:

Phone No.