



**CSIR-CMERI Centre of Excellence for Farm Machinery  
Gill Road, Ludhiana.**

**Name of Work : “Contract for providing Horticulture, Cleaning & House Keeping  
Services to the CoEFM, Ludhiana a period of One year”.**

(To be kept in Part-I envelop)

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Note: Party buying the tender should confirm that they have received all the above documents.

Tender issued to : .....

**Signature of the Tender issuing officer with date.**

## **Tender Form**

### **1.0 SCOPE OF WORK**

#### **i) CLEANING + HOUSE KEEPING**

Cleaning of buildings, complete roads, surrounding areas of CoEFM Ludhiana, house keeping and maintenance of electrical, telephone, carpentry work & operation of submersible and disposal pumps and any other work of cleaning and house keeping. The organizations having quality management system under ISO: 9000 series certificates may be preferred.

#### **ii) HORTICULTURE**

Maintenance of lawns, plants, flowerbeds nursery and any other works related to horticulture in CoEFM campus.

### **2.0 WAGES**

The contractors may quote a lump sum monthly service charges for the services to be provided as per above details, which shall be binding for the tenure of contract. The contractor shall be governed by minimum wages act and undertake to pay minimum wages as per promulgation of the Government.

**2.1** The Contractor shall pay his workers not below the rates of minimum wages admissible under various labour laws and shall be responsible for fulfilling all his obligations towards the persons deployed under law namely minimum wages Act, PP Act, ESI Act. Bonus Act, maternity Act, shops and establishments Act, etc. as admissible & amended from time to time at his own expresses. He will bear employer's share for the statutory benefits and will be responsible for depositing the employers share as well as employees share before due dates and shall provide proof of deposits along with each bill.

### **3.0 CONTRACT PERIOD**

The Contract shall be awarded for a period upto one year from the date of taking over the charge of the work. We reserve the right to award a parallel contract to any other contractor during the pendency of the contract.

### **3.01 PAYMENT TERMS**

The monthly payment shall be made to the contractor on the basis of bills raised by him and certified by the officer designated by the institute after payment made to contractual staff and mandatory deposits such as EPF, ESI etc. amount deposited in concern dept. upto 10<sup>th</sup> of every month (contractor shall provide valid proofs for the same). Payment shall be made in bank account of worker, but prior to 7<sup>th</sup> of every month.

**3.02** That the Contractor shall make the payment of wages etc. to the persons so deployed in the presence of representative of the Institute. And shall on demand furnish copies of wages register/ muster roll etc. to the Lab./Instt. for having paid all the dues to the persons deployed by the contractor for the work under the Agreement. This obligation is imposed on the contractor to ensure that the contractor is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of the CSIR in this respect as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970. The Contractor's Labour Regulations made by CSIR from time to time in regard to payment of wages, wage period deduction from wages, recovery of wages slip publications of scale of wages and terms of employment inspection and submission of periodicals returns.

### **3.02 GST**

GST application, if any, as per GST rules shall be deducted from the monthly bill of the contractor.

### **3.03 DISCIPLINE & WELFARE OF THE PERSONNEL**

Discipline/ Welfare of the personnel shall be the sole responsibility of the contractor.

### **3.04 WEARING OF UNIFORM & IDENTITY CARDS**

All the personnel deployed by the contractor in this Institute shall always wear a neat and clean smart uniform issued by the contractor at his expenses with a view to exhibit high standard of turnout at all items. So also the contractor shall issue proper laminated identity cards to his personnel deployed in this Institute who shall prominently display their identity card while on duty Uniforms shall be issued within 30 days from effectively date of the contract

### **3.05 SECURITY OF CHARACTER & ANTECEDENTS OF PERSONNEL**

Bonofide should be duly verified and submitted to the organization with relevant certificate and under no circumstances contractor shall deploy any person with criminal record and no other case pending in any court of law. The Contractor shall furnish police verification rolls in respect of personnel deployed in this Institute.

**Terms and conditions of job contract :-**

1. Bidder must be from Registered Horticulture, Cleaning & House keeping agencies / firms holding licence as applicable under Contract Labour (R&A) Act and having experience and expertise in providing Horticulture, Cleaning & Housekeeping in CoEFM/ or its National Laboratories/ Govt./ Semi Govt./ Public/ Private Sector/ Business House/ Industry of repute who employ the persons trained for providing Horticulture, Cleaning & Housekeeping.
2. At the time of opening tender either the proprietor or his duly authorized representative should be present.
3. In case of more than one parties quoting same service charges and other condition also being equal a draw will be carried out to award the contact.
4. Any consideration agreed to by the authorized representative of the Agency will be deemed to have been agreed to by proprietor of the Agency.
5. The Firm must be registered with Licencing authority & Labour Commissioner of any Union Territory of India.
6. Scientist-in-charge, CSIR-CMERI-CoEFM, Ludhiana does not bind himself to accept the lowest tender and reserves the right to reject or partially accept any or all the tenders received without assigning any reasons whatsoever.
7. Canvassing in connection with the tenders is strictly prohibited and the tenderer of anyone resorting to canvassing will be liable for rejection on that ground alone.
8. The bidder(s) shall specifically declare that he is related or not related to any officer in CoEFM/ or in any of the Laboratories/ Institutes of the CoEFM. If yes, then details of such relationship have to be furnished along with Part-I of this Tender document.
9. Conditional tenders are liable to be rejected.
10. **The Contractor to deployed/Provide young and energetic person.**
11. The Contractor shall maintain a register for marking the attendance by his worker deployed by them, which shall be seen and verified.
12. Details of Uniforms :

**A. Summer dress**

Sr. No.	Item	Quantity
1.	Shirt	02 Nos.
2.	Trouser	02 Nos.
3.	Shoe	1 pair
4.	Shocks	2 pair

**B. Winter :**

Jersey Woolen-I for each

**Note :** The uniform type, quality and sample needs to be approved by Scientist-In-charge.

13. The Contractor will have to carry out the House keeping, maintenance up keep & Horticulture, related works of the Institute.
14. New deployment shall be made in consultation with S.O./Housekeeping In-Charge with due approval of Scientist In-charge.
15. **EPF/ESIC Contribution:** Contractors taking part in this tender process must be registered with the EPF & ESIC authorities. In support of this a copy of the EPF and ESIC registration Certificate must be submitted along with PART-I of the Tender without which the tender /offer will not be considered. **Those contractors who are not registered with EPF and ESIC authorities at CoEFM will have to obtain Sub-Registration Number / Sub Code Number from EPF and ESIC authorities at LUDHIANA within Ten days from award of contract.** It shall be the responsibility of the contractor to deposit EPF & ESI contribution to the concerned authorities and in the local bank authorized for the purpose, within the stipulated time as per rule. In addition to this the contractor shall produce EPF/ESIC account no. of its individual contract workers within one month from the date of payment, failing which appropriate action will be initiated by the Institute.
16. In the event of a worker concerned not reporting for duty, alternate arrangements will be made by the contracting agency.
17. The contractor shall ensure his presence at a short notice when required by the Management.
18. The Scientist In-charge, CSIR-CMERI-CoEFM, Ludhiana reserves the right to cancel/ terminate the contract at any time during the currency of the contract after giving one months notice to the contractor. The contractor on his part will be required to give two months notice.
19. GST and other dues as applicable from time to time by the Govt. shall be deducted at source from the monthly bills of the contractor.
20. The contractor shall issue photo ID cards at his cost within 10 days of assuring contract to every worker duly countersigned and the worker would be required to display them on their person while they are on the premises of CSIR-CMERI-CoEFM.
21. The contractor shall also be responsible to provide other benefits to the staff engaged by him under the Social Welfare Legislation Acts like Workmen's Compensation / ESI, Provident Fund, Bonus etc. as admissible under the Rules and CoEFM shall not be responsible for any claims of staff engaged by the contractor for CSIR-CMERI-CoEFM security.
22. The number of manpower may be increased depending upon the exigency of work load to be assessed by CSIR-CMERI-CoEFM, Ludhiana and intimated to the contractor.

23. **Validity of Offer : -**

The offer will be kept valid for acceptance for a period of 90 days from the date of opening of tenders.

24. Period for carrying out the work will be one year or less than that depending upon the performance, unless terminated earlier at the option of Scientist Incharge, CoEFM or on the happening of any of the circumstance as mentioned below :

- a) If, Scientist Incharge, CSIR-CMERI-CoEFM terminates the contract for any reason whatsoever on giving at least one calendar month's written notice.
- b) If the contractor fails or neglects to render the said service or any of them to the satisfaction of Scientist Incharge, CSIR-CMERI-CoEFM or if the contractor commits breach of any of his obligations hereunder and /or.
- c) If the business of the contractor is wound up or dissolved or if any receiver is appointed or attachment is levied in respect of any of its properties and assets.

The contractor however will have to give two months notice for discontinuing his work.

25. Scientist In-charge, CSIR-CMERI-CoEFM reserves the right to award the whole contract to one contractor or award the contract in two or more parts at his discretion.

26. Before tendering, on Job Contact basis the bidder(s) should inspect the site of fully acquaint himself about the condition with regard to No. of persons to be deployed, accessibility of site, nature and extent of ground, working condition at site etc. required for the satisfactory execution of the work. No claim whatsoever on such account shall be entertained by the Institute in any circumstances.

27. Any compensation for disengagement on account of death, disability of any worker provided for deployment in the CSIR-CMERI-CoEFM campus, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability.

28. The contractor shall not sublet this contract or any part thereof to any other party.

29. **The contractor or worker engaged by him will not be on the payroll of the CSIR-CMERI-CoEFM and will not be entitled to any benefit as applicable to the employees of CSIR/ CoEFM.**

30. The decision of the Scientist In-charge, CSIR-CMERI-CoEFM regarding any disputes whatsoever arising out of the contract will be final and binding on the Contractor.

31. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.

32. The Scientist In-charge, CSIR-CMERI-CoEFM reserves the right to accept or reject any quotation without assigning any reasons.

33. **In case, integrity, character and behavior of any of the contractor's worker are found doubtful, he would be replaced by contractor on receiving instructions from the authorized officer.**

34. When the worker supplied by the Contractor fall short of the specified number. CSIR-CMERI-CoEFM reserves the right to debit proportionately per absentee man day from monthly payments due to the Contractor besides imposing penalty in discretion of the Scientist-in-charge, CSIR-CMERI-CoEFM. This shall be 10% of the wages.
35. The Contractor should quote the rates applicable/ to be paid for Horticulture, Cleaning & House keeping as Statutory Payments :-

Description	Skilled-5	Semi Skilled-7	Unskilled 8
	Computer Operator-03	Plumber/Pump Operator-01	Safaiwala-3
	Driver-02	Guest House cook-01	Gardener-4
		Electrician-01	Peon -1
		Welder-01, Photo copier operator cum attendant-01	
		Workshop helper-01	
		Mason-01	
Wage	Rs.		
* EPF-Employers Shares - %	Rs.		
* ESI-Employers Shares - %	Rs.		
Bonus 8.33% (as per eligibility)	Rs.		
GST	will be paid as per government rule.		
Uniform	Uniform will be provided by the contractor at his own cost. He should provide summer uniform, within the one month of possession of the contract. And winter uniform should provided in the month of October.		
Service Charge	Variable component to be quoted in the financial bid format enclosed along with this tender. In general party will be selected on lowest basis of Quotation value, however point No.46 (below) may be taken in to consideration.		

35. Previously it has been noted that due to very low figure of service charges quoted, contractor fail to provide good service, therefore, it must be ensured that service charge Quoted should not be unreasonable. Contractors, before quoting for service charge must ensure that they should take into consideration various aspects such as deduction of Income tax at source, development of their own supervisor(s) responsible for effective control, other expenses to run the establishment effectively, payment of statutory charges to their contract persons as well as to the state Govt./statutory bodies in addition to proper supply of uniform & other related things.
36. The persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the CoEFM/CSIR shall accrue/ arise implicitly or explicitly.
37. EMDs of unsuccessful bidder(s) will be refunded within two months from the date of opening of the tenders. Tenders without earnest money will not be considered. Earnest Money shall be forfeited if the successful bidder(s) fails to sign the formal agreement (on

the Judicial stamp paper of appropriate value sample of which is enclosed at Annexure-I) within seven days from the date of intimation to that effect or fails to start the work given in the work order and the contract will be awarded to another party at the discretion of competent authority. In such cases no claim for refund of EMD will be entertained in any circumstances. Please refer Point No.01 of General instructions and Annexure-I.

38. This Security deposit will be required to be furnished within 10 days from the date of award of contract and may be utilized by Scientist, CoEFM, as and when required. Security deposit will be refunded to the contractor along with the earnest money of Rs. .... (Rupees.....) after satisfactory completion of the contract. (Please Refer to Point No. 02 of General Instruction).
39. No facility whatsoever that may be available to the employee of CoEFM shall be extended to the personnel deployed by the contractor.
40. Contractor may provide Salary Slip to each and every staff deployed by them in CoEFM.

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**General Instruction :**

**1. Earnest Money :-**

The Earnest Money is amounting to Rs. 25,000/- (Rupees Twenty Five thousand only) which is to be deposited through demand draft / PO payable at "Industrial Research Fund", Ludhiana. Demand Draft PO as above is to be enclosed in the Part-I of the tender. Tenders received without earnest money deposit shall be summarily rejected.

2. The Successful bidder(s) will be required to furnish, as a security deposit. Bank Draft/ Bank Guarantee, duly endorsed for Rs. 1,80,000/- (Rupees one lakh eighty thousand only) from a National Bank in favour of "Industrial Research Fund", Ludhiana with a validity for 14 months.
3. The bidder(s) must quote the lump sum amount in figures as well as in words in the enclosed format please refer point no. 31. The amount of each item should be worked out and the total endorsed in figure and words.
4. The Contractor must sign and submit each paper of the Tender document in Part-I of their offer in token of his accepting terms & conditions of Tender document.
5. Application, enclosing the documents as mentioned at Part-I except the Earnest Money, for issue of tender document should be made to the Section Officer, Administration, CoEFM from ..... to ..... upto 1300 hrs. The applicants fulfilling these conditions will be issued Tender Document from Section Officer at 1500 hrs. on .....on submission of Demand Draft/P.O. Drawn in favour of "Industrial Research Fund", MERADO for Rs. 500/- (Rupees Five Hundred only) (non-refundable) payable at CoEFM.

While submitting the respective tender, the Part-A and Part-B shall be kept separately in two different sealed envelops with superscription on each Both these envelops should be kept in a covering envelop super scribed with "Tender for Contract for providing Horticulture, Cleaning & Housekeeping to the CoEFM, Ludhiana-6".



6. Tenders will be received up to 1:00 P.M. on \_\_\_\_\_ and will be opened at 2.30 P.M. on \_\_\_\_\_ in the presence of bidder(s), if any, in the Conference Room, CoEFM, Ludhiana. Tenders should be submitted in the General Section of the Institute before the closing date & time. In case tenders are sent by post, these should be sent by Regd. Post/ Speed Post addressed to Section Officer, CoEFM, Ludhiana. Tenders are to ensure that they post the tender well in advance so as to reach before the closing time and date indicated CoEFM will not be responsible for any postal delays.
  7. Tenders received after 1:00 P.M. on \_\_\_\_\_ whether sent by post or delivered in person are liable to be rejected.
  8. In the event of any contradiction in the workings/ meaning/ interpretation between the tender terms and the enclosed agreement format, the wordings/ meaning/ interpretation of enclosed agreement shall be treated final and binding for all purposes.
- .....

**Part- I shall contain :**

- i) Earnest Money of Rs. 25,000/- (Rupees Twenty five thousand only) by way of Demand Draft in favour of "Industrial Research Fund", MERADO, Ludhiana (please refer point 01 of the General Instruction for details).
- ii) Up-to-date Income Tax clearance certificate/ or copy of the latest return filed.
- iii) Experience certificates i.e. Proof of having done a minimum of three jobs each of providing at least 18 number of manpower for security in CSIR or its National Laboratories/ Govt./Semi Govt./Public/ Private Sectors Undertakings/ Business houses/ Industry of repute who employ persons trained for providing such services must be submitted along with Part-I of the tender.
- iv) Last year's annual turnover report (Please refer point 01 of Terms and conditions of job contract).
- v) The firm/ Contractor should have satisfactorily completed at least three similar works aggregating to 3 years, each costing not less than Rs. 10,00,000/- (Ten Lakhs only).
- vi) No relation certificate (please refer point 05 of Terms and conditions of job contract).
- vii) Registration Certificate from U.T., as per provisions of Contract Labour (R&A) Act 1970, EPF & ESIC registration certificates, shop and establishment certificates etc. Tenders without these documents shall be summarily rejected.
- viii) The Contractor must provide address of the firm, Tel./ Mobile No. along with Part-I.
- ix) The Contractor must furnish the last six months Bank statement of Company Account.
- x) EPF, ESIC and other account details at Ludhiana or undertaking that an account shall be opened within 10 days as per clause II.

**Part- II shall contain :**

Offer of the contractor on his letter head as per enclosed format duly signed with date and contact address, Telephone/Mobile No., Fax, e-mail I.D., and shall contain lump sum monthly amount including all statutory payments, uniform charges, reasonable service charge as referred clearly in the Point no. 43.

**3.06 VALIDITY OF OFFER**

The offer will be kept valid for acceptance for a period of 90 days from the date of opening of tenders.

3.07 The Contactor shall have to obtain labour licence from the member of personnel engaged for the above services in this Institute.

3.08 The Contractor who is awarded the job will have to sign the agreement in the format enclosed at Annexure-‘A’.

4.0 Contractor would abide by the rules/ regulations and other instructions issued by Labour Commissioner, UT, Chandigarh for arrangement of labourer under labour laws.

4.1 In case Contractor fails to provide the Services/ manpower as per agreed terms proportionate deductions shall be deducted from the monthly bills.

4.2 In case damage caused to the property of the Institute due to negligence of the contractor's labour/ manpower, the contractor will have to make good the losses suffered by the Institute, failing which the losses will be recovered from the dues of the contractor.

4.3 The Contractor shall furnish an indemnity bond of the judicial stamp paper of the appropriate value equal to the annual value of the contract from the General Insurance Corporation at its own cost to indemnify CSIR against any claim arising out of or connected with this Contract.

4.4 The Contractor shall deposit an Earnest Money of Rs. 25000/- (Rupees Twenty five thousand only) in the form of Demand Draft in favour of the "Industrial Research Fund" MERADO, Ludhiana.

4.5 The Contractor shall provide a list of clients to whom he was provided such services with documentary proof.

Contractor or his nominee shall monitor the attendance at his cost and ensure that replacement manpower is provided, in case of absentees more than two days working. For the net loss of man hours he shall provide additional man hours, as per request of the organization.

(Use your own letterhead)

## Format of Financial Bid (Part-II)

(Please refer point no.12 of Terms & Condition of tender for instruction)

To,  
The Scientist Incharge,  
CSIR-CMERI Centre of Excellence for Farm Machinery,  
Gill Road, Ludhiana.

Sub.: Submission of Financial Bid Part-II of Horticulture, Cleaning & House keeping  
(Kept in a separate envelope).

Sl. No.	Particulars	Quoted Monthly (%)	Service Charge
1.	Service Charge (please refer point no. 31 of the tender document).	Figures in words	..... ..... .....
2.	Estimated charges <b>Skilled</b> (a) Computer Operator 3 Nos. (b) Driver (Tractor & Staff Car) 2 No.@  (c) Semi Skilled 7 Nos. (d) Unskilled 8 nos. (e) EPF Contribution (f) ESI Contribution (g) Bonus 8.33 % (h) Service charges @..... as quoted above		..... ..... ..... ..... ..... ..... .....
	Grand Total		

It is certified that I have read & understood all the Terms & Conditions of the tender document. I shall abide with the Terms & conditions.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Seal \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

**\* Points to remember before Quoting Service Charges:-**

Previously it has been noted that due to very low figure of service charges contractors fail to provide good service, therefore, it must be ensured that service charge quoted should not be unreasonable. Contractors, before quoting for service charge must ensure that they should take into consideration various aspects such as deduction of Income Tax at source, deployment of their own supervisor(s) responsible for effective control, other expenses to run the establishment effectively, payment of statutory charges to their contract persons as well as to the state Govt. /statutory bodies in addition to proper supply of uniform & other related things.

**Please quote service charges accordingly.**

## Horticulture & House Keeping Services

Sr. No.	Category	Quantity
1.	Driver (Staff car & Tractor)	2
2	Computer Operator	3
2.	<u>Semi-Skilled-</u> (Plumber cum Pump Operator, Electrician, Civil Mason, Photo copier operator cum attendant, Workshop helper, Guest House cook, Civil Mason.	7
3.	<u>Un-Skilled</u> (Sweeper – 3, Gardener -4, Peon-1)	8
	<b>Total</b>	<b>20</b>

## **DRIVERS**

- Valid driving License for LMV, HMV License holder would be preferred.
- Should have great experience of driving, Experience in a Public sector/ Govt./ Private firm will be preferred.
- Should be familiar with routine maintenance of vehicles and maintain vehicle cleanliness, etc.
- Young & energetic personality would be preferred.
- Knowledge for Tractor driving.

## **PLUMBER/ PUMP OPERATOR**

- ITI in relevant trade.
- Past working experience with pumps in industry or domestic sector.
- Knowledge on Pump maintenance, repairs.
- Should have knowledge and skills of pipe line repairs and related repair.
- Experienced/ Trained plumber would be preferred.
- Any other work assigned by the office.

## **ELECTRICIAN**

- Having ITI certificate with wireman certificate.
- Young energetic.
- Industrial and domestic experience for electrical installations & repairs.
- Operation and maintenance of DG Sets, transformers etc. are essential.
- Any other work assigned by the office.

## **Computer Operator**

- Minimum basic Qualification Graduate BA/BCS or Equalant.
- Computer application Diploma
- Well knowledge of English and Computer Operation like Typing.
- Any other work assigned by the office.

### MASON

- Young & energetic
- Hardworking
- Knowledge for Mason work

### GARDENER/MALI

- Young & energetic.
- Hardworking.
- Thorough knowledge of Common Garden plants/ trees there pruning requirements, fertilizers pesticides application etc.
- Should be able to handle common garden implements including lawn movers.
- Knowledge on regeneration of Plants though sowing, cutting budding, branch laying would be preferred.
- Formal training would be given preference.
- Any other work assigned by the office.

### WELDER

- Young & energetic.
- Hardworking.
- ITI in welder and well knowledge in welding work
- Any other work assigned by the office.

### Photo copier operator cum office attendant

- Young & energetic.
- Hardworking.
- Knowledge for operator of photo machine
- Knowledge of writing Hindi and English
- Knowledge of paper filing
- Any other work assigned by the office.

### **HELPER**

- Young & energetic.
- Hardworking.
- Any other work assigned by the office.

### **PEON**

- Young & energetic.
- Hardworking.
- Knowledge of writing Hindi and English
- Any other work assigned by the office.

### **Guest House Attendant and Cook**

- Young & energetic.
- Hardworking.
- Best knowledge for preparation of food
- Any other work assigned by the office.

### **SWEEPER**

- Young & energetic.
- Hardworking.
- Any other work assigned by the office.



**CSIR-CMERI Centre of Excellence for Farm Machinery**  
**Gill Road, Ludhiana.**

**Name of Work: "Contract for providing Horticulture, Cleaning & House Keeping Services to the CoEFM, Ludhiana a period of one year".**

**DETAILED STATUS OF THE FIRM**

1. Name of the Firm :- \_\_\_\_\_
2. Registration No. :- \_\_\_\_\_
3. Licence No. Issued by :- \_\_\_\_\_  
Regional Labour Commissioner (Attach Copy)
4. Valid upto :- \_\_\_\_\_
5. EPF Account No.:- \_\_\_\_\_  
(Attach Copy)
6. ESI Registration No.:- \_\_\_\_\_  
(Attach Copy)
7. PAN No. :- \_\_\_\_\_  
(Attach Copy)
8. Annual turnover: - \_\_\_\_\_  
During last five years

Year	2012-2013	2013-2014	2014-15	2015-16	2016-17

9. Proof of Annual turnover: - \_\_\_\_\_
10. Experience:- \_\_\_\_\_
11. Customers Satisfaction certificate, if any \_\_\_\_\_  
issued by the Deptt. where the contractor (Attach Copy)  
is rendering services
12. Is organization certified for quality such as ISO etc. YES/ NO
13. EPF Sub Registration No. at Ludhiana.
14. ESIC Sub Registration No. at Ludhiana or undertaking that within 10 days of award of contract the contractor shall obtain the same, prior to **assuring** the contract.
15. Communication Details:
  - (a) Address
  - (b) E-mail
  - (c) Tel. No. Mobile No. :
  - (d) Fax No.
- (e) Addl. Information if any

## AGREEMENT FOR HOUSE KEEPING & HORTICULTURE

This AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESERCH, a society registered under the Societies registration Act and having its office at "Anusandhan Bhawan", Rafi Marg. New Delhi (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

And

M/s \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHREAS the CSIR is desirous of giving a job contract for providing the (description of the job) at **CSIR-CMERI-Centre of Excellence for Farm Machinery, Gill Road, Ludhiana** (Name of the lab./Instt) which is a constituent unit of CSIR (hereinafter referred to as lab./Instt) and whereas the contractor has offered to provide the **House Keeping** (description of the Job) on the terms and conditions hereinafter stated.

WHEREAS contractor has represented that he is a registered contractor under the provisions of contract labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contract at his own expenses, etc. and the contractor shall report the compliance thereof to the CSIR. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR has agreed to award the contract of work of **House Keeping arrangement** (description of the job) hereinafter mentioned as work assigned details of which are given at Annexure 'A'.

AND WHEREAS the contractor has agreed to furnish to the lab./Instt. a security deposit of Rs. \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_)

By way of band guarantee or fixed deposit receipt.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES, mentioned above, the parties have agreed to as under.

## **A. GENERAL CONDITIONS**

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor in no case, shall a relationship of employer and employee between the said persons and the CSIR shall accrue/ arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned the contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director of the lab./Instt. or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Director of the lab./Instt. for further streamlining their system. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Director of the lab./Instt. or the officer designated by the Director in this respect from time to time.
3. That the Director of the lab./Instt. or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the contractor does not come upto the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the lab. Instt./CSIR in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the Lab./Instt./CSIR in case of any of the aforesaid acts on the part of the said person.

## **B. CONTRACTOR'S OBLIGATIONS**

1. That the contractor shall carefully and diligently perform the work assigned to him as mentioned at **Annexure-'A'** as deemed fit by him in consultation with the lab.
2. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
3. That the contractor shall submit details, such as names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the lab./Instt./CSIR. For the purpose of proper identification of the employees of the Contractor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.

5. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of contract labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, workman's compensation Act, 1923, Payment of wages Act, 1936, the employees provident fund (and miscellaneous provisions) Act, 1952, payment of bonus Act, 1965, the minimum wages Act, 1948, employer's liability Act, 1938, employment of children Act, 1938, maternity benefit Act and / or any other Rules/regulations and/ or statutes that may be applicable to them.

6. That the contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and / or under the said Acts, rules/regulations and / or any bye-laws or rules framed under or any of these, the CSIR shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contract's monthly payments.

7. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officers of CSIR/lab./Instt.

8. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the lab./Instt/CSIR and shall on demand furnish copies of wage register/muster roll, etc. to the lab./Instt. for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various labour laws, having regard to the duties of CSIR in this respect as per the provisions of Contract.

Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

9. That the Contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at CSIR lab/Instt. in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.

10. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR.

11. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director of the lab./Instt. a sum as may be claimed by lab./Instt./CSIR.

12. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the lab./Instt. and ensure that no such person shall create any disruption/ hindrance/problem of any nature in lab./Instt. either explicitly or implicitly.

13. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/ or loss/ damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

14. The security will be refunded to the Contractor within one month of the expiry of the contract only on satisfactory performance of the contract.

15. That the Contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.

16. The Contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

### **C. CSIR'S OBLIGATIONS**

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid a lump sum of Rs. \_\_\_\_\_/- on monthly basis. Such payment shall be made by the 10<sup>th</sup> day of the month on the basis of the bills raised by the Contractor and duly certified by the officer designated by lab./Instt. in this regard.

2. That the aforesaid lump sum amount has been agreed to be paid by CSIR to the Contractor.

3. That payment on account of enhancement/ escalation charge on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR to the Contractor.

4. That the CSIR/lab./Instt. shall reimburse the amount of service tax, if any, paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.

#### **D. PENALTIES/LIABILITIES**

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.

2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director of the Lab in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

#### **E. COMMENCEMENT AND TERMINATION**

1. That this agreement shall come into force w.e.f. \_\_\_\_\_ and shall remain in force for a period of \_\_\_\_\_. This agreement may be extended on such terms and conditions as are mutually agreed upon.

2. That this agreement may be terminated on any of the following contingencies:-

- a) On the expiry of the contract period as stated above.
- b) By giving one month's notice by CSIR on account of:
  - i) Committing breach by the Contractor of any of the terms and conditions of this agreement.
  - ii) Assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of the lab./Instt.
- c) On Contractor being declared insolvent by competent court of law.

During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

**F.- ARBITRATION**

1. In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same be referred to the sole arbitration to DGCSIR or his nominee.

2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

3. The Arbitrator may give interim award(s) and/or directions, as may be required.

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

IN WITNESS WHEREOF the parties hereto have signed these present on the date, month and year first above written.

For and on behalf of  
The Contractor \_\_\_\_\_

For and on behalf of  
Council of Scientific & Industrial Research  
Anusandhan Bhawan  
Rafi Marg, New Delhi-110001

WITNESS

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