

Ref No.: 01/2017

Price : Rs.1000.00

ISSUED TO :

Date :

## **TENDER DOCUMENT**

**ANNUAL CONTRACT FOR HOUSE KEEPING, HORTICULTURE AND  
MANPOWER SERVICE**

**AT**

**CSIR-CMERI, Centre of Excellence For Farm Machinery -141006**

**DATE AND TIME FOR SALE OF**

**TENDER DOCUMENTS: 15/02/2017 TO 28/02/2017 (up to 1600 hrs)**

**LAST DATE AND TIME FOR RECEIPT**

**OF TENDER 3<sup>rd</sup> March, 2017: (up to 1400 hrs.)**

**TIME AND DATE OF OPENING**

**OF TENDER 3<sup>rd</sup> March, 2017: (1500 hrs.)**



**CSIR-CMERI- Centre of Excellence For Farm Machinery  
(Council of Scientific & Industrial Research)  
Gill Road, Ludhiana-141006.**



**CSIR-CMERI- Centre of Excellence For Farm Machinery**

(Council of Scientific & Industrial Research)

Gill Road, Ludhiana-141006

**Annual Contract for House Keeping, Horticulture and manpower service at CSIR-CMERI- CoEFM, Ludhiana-141006.**

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**Note**

Tenderer should confirm that they have received all the above documents. The nature and the site of works can be seen personally. Demand Draft for Rs.25,00.00 (Rupees Twenty Five thousand only) towards earnest money deposit (EMD) may please be attached.

DD No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_

Signature of the officer  
issuing tender

Tender issued to:

\_\_\_\_\_

Signature of the Proprietor/Partner \_\_\_\_\_

STAMP



**TENDER NOTICE**

CSIR-CMERI-CoEFM

**CSIR-CMERI- Centre of Excellence For Farm Machinery  
(Council of Scientific & Industrial Research)  
Gill Road, Ludhiana-141006.**

Advt. No. 01/2017

**NOTICE INVITING TENDER****Annual Contract for Security Services and House Keeping, Horticulture and  
Manpower Service at CSIR-CMERI, CoEFM-141006**

Sealed Tenders are invited from reputed agencies/contractors holding valid license under Contract Labour (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having Service Tax registration and successfully carried out at least one similar nature of contract during the last 3 years in Govt./Semi-Govt./PSUs/Central Autonomous bodies and/or for CSIR or its Laboratories/institutes.

Detailed Tender documents can be obtained against a written request quoting Advt. No. accompanied by a demand draft or cash for Rs.1000.00 from any nationalized bank drawn in favour of 'Industrial Research Fund, MERADO' payable at Ludhiana.

- i) Sale of tender document : 15.02.2017 to 28.02.2017  
(Between 10:00 hrs. to 16:00 hrs. on all working days from Administration)
- ii) Cost of Tender document : Rs. 1000.00
- iii) Last date and time for submission of Tenders: 3<sup>rd</sup> March, 2017 (up to 14:00 hrs.)
- iv) Date & time of Tender opening : 3<sup>rd</sup> March, 2017 (15:00 hrs.) (Friday)
- v) Earnest Money Deposit (EMD) to be submitted along with the Tender : Rs. 25,000.00

For further details, detail tender document, amendments, corrigendum, extension of NT or revision, please visit our website <http://cmri.res.in> The Scientist in-charge, CSIR-CMERI-CoEFM reserves the right to reject any or all tenders either in part or in full without assigning any reason.

(Section Officer)

Signature of the Proprietor/Partner \_\_\_\_\_

STAMP

## NOTICE INVITING TENDER

CSIR-CMERI-Centre of Excellence For Farm Machinery, Ludhiana is looking for a reputed agency holding valid labour license under the provision of Contract Labour (Regulation & Abolition Act, 1970) and registered with ESIC, EPF and Service Tax Authorities for supply of Manpower.

### House Keeping and Horticulture

Sr. No.	Designation	No. off
1.	Tractor Driver	1 Skilled
2.	Computer operator (Data Entry Operator/Typist)	2 Skilled
3.	Plumber cum Pump Operator	1 Semi-Skilled
4.	Welder	1 Semi-Skilled
5.	Electrician	1 Semi-Skilled
6.	Driver	1 Semi-Skilled
7.	Civil Mason	1 Semi-Skilled
8.	Guest House cook cum attendant	1 Semi-Skilled
9.	Peon	1. Unskilled
10.	Gardener	4 Unskilled
11.	Safai Wala	3 Unskilled

Contractors with experience and presently providing services to Govt./ semi Govt./ Autonomous Bodies/PSUs may submit their tenders in sealed cover addressed to Director, CSIR-CMERI, Durgapur in two bid format i.e. Technical Bid (Part I) & Financial Bid (Part II) as per details given below:

Name of work	Fee of tender document	EMD	Period of Contract	Estimated Annual Cost of work
Annual Contract for House Keeping, Horticulture and Manpower Service at CSIR-CMERI-CoEFM-141006	Rs.1000.00 (Rupees One thousand only)	Rs.25,000.00 (Rupees Twenty Five thousand only)	12 Months	Rs. 18,00,000.00 (Rupees Eighteen Lac only)

Detailed Tender documents can be obtained against a written request quoting Advt. No. accompanied by cash or demand draft for Rs.1000.00 from any nationalized bank drawn in favour of 'Industrial Research Fund, MERADO', payable at Ludhiana.

- i) **Sale of tender document** : 15.02.2017 to 28.02.2017  
(between 10:00 hrs. to 16:00 hrs. on all working days from Administration Section)
- ii) **Cost of Tender document** : Rs. 1000.00
- iii) **Last date and time for submission of Tenders** : 3<sup>rd</sup> March, 2017 (up to 14:00 hrs.)
- iv) **Date & time of Tender opening** : 3<sup>rd</sup> March, 2017 (15:00 hrs.)
- v) **Earnest Money Deposit (EMD) to be submitted along with the Tender:** Rs. 25,000.00

For further details, detail tender document, amendments, Corrigendum, extension of NIT or revision, please visit our website <http://cmeri.res.in>. The Scientist In-charge, CSIR-CMERI- CoEFM reserves the right to reject any or all tenders either in part or in full without assigning any reason.

Signature of the Proprietor/Partner \_\_\_\_\_

STAMP



**CSIR- CMERI-Centre of Excellence For Farm Machinery****(Council of Scientific & Industrial Research)****Gill Road, Ludhiana-141006****NIT****Annual Contract for House Keeping, Horticulture and Manpower Service at****CSIR-CMERI-CoEFM, Ludhiana-141006****INSTRUCTION TO TENDERERS :**

Tender should be submitted in two parts. Part-I should consist of all the technical details and documents as asked for and Part-II should contain only the Service charge (price) to be quoted by the tenderer in the Price-Bid format. Signed and sealed Part-I and Part-II should be kept in separate sealed covers. The cover for Part-I should be super-scribed as "Annual contract for House Keeping, Horticulture and Manpower Service at CSIR-CMERI- CoEFM-141006. PART-I (Technical) and the cover for Part-II should be super-scribed as "Annual Contract for House Keeping, Horticulture and Manpower Service at CSIR-CMERI- CoEFM, Ludhiana-141006. PART-II (PRICE). EMD and tender paper cost (if downloaded) should be kept in a separate sealed cover super-scribed as "EMD" and all the three covers should be kept in a big single sealed cover super-scribed as "Annual Contract for House Keeping, Horticulture and Manpower Service at CSIR-CMERI- CoEFM, Ludhiana-141006".

The tenderer should read the '**General Terms and Conditions**' annexed hereto. The tenderer is advised to visit the sites on any working day to assess the nature and quantum of work before tendering and ascertain details.

The Tenderer may submit their Tenders as stated above along with EMD of **Rs. 25,000.00 (Rupees Twenty Five thousand only)** in form of Demand Draft/Pay Order drawn in favour of '**Industrial Research Fund, MERADO**' upto 14:00 hrs on **3<sup>rd</sup> March, 2017** which will be opened on the same day at 15:00 hrs in the presence of the bidders, if any.

Tenders received after due date/time or without EMD shall be rejected.

Scientist In-charge, CSIR-CMERI-CoEFM, Ludhiana reserves the right to accept or reject the lowest, any or all the offers without assigning any reasons.

Signature of the Proprietor/Partner \_\_\_\_\_

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## GENERAL TERMS AND CONDITIONS:

1. CSIR-CMERI- Centre of Excellence For Farm Machinery, Ludhiana invites applications from reputed agencies holding valid labour license under the provision of Contract Labour (Regulation & Abolition) Act, 1970) and registered with ESIC, EPF and Service Tax Authorities for the work "Annual Contract for House Keeping, Horticulture and Manpower service at CSIR-CMERI-CoEFM, Ludhiana-141006".

2. The contract will be initially for a period of one year which may be extended further subject to satisfactory completion of contract and on mutual consent.

3. Contractors/Agencies who have carried out similar nature of work as a single contract 80% of estimated cost or two contracts 60% of estimated cost during the last three financial years, holding valid licence under Contract Labour (Regulation & Abolition) Act, 1970, registered with EPF, ESIC authorities, having Service Tax registration during the last 3 years in Govt./Semi-Govt./PSUs/Central Autonomous bodies and/or CSIR or its Laboratories/Institutes ending the date of tender opening are eligible.

4. Contractor must submit attested copies of the following documents:

- i. Proof of annual turnover
- ii. Experience/ Credential certificates
- iii. PAN and TAN Number
- iv. Service Tax Registration
- v. EPF Registration
- vi. ESIC Registration
- vii. Firm/Company Registration
- viii. Income Tax Return for the last three years
- ix. Affidavit towards deposit of contribution of EPF, ESIC, Service tax etc. in respect of workers engaged by the agency and not declared defaulter during the last three years.
- x. Copies of registration certificate as required under Contract Labour (Regulation and Abolition Act), 1970 for the similar completed valid work for which experience certificate has been submitted as per point 3 above of General Terms and Conditions.

5. "Similar work" means execution of Horticulture, House-keeping and manpower service. The work "**completion certificate**" should mention the details of work executed, the date of commencement and date of completion of the work.

6. Tender Documents along with detailed terms and conditions of the work can be obtained by the contractors fulfilling the above mentioned conditions on payment of Rs. 1000.00 (non-refundable/ non-transferable) in the shape of Cash/ D.D. as Tender Paper Cost drawn in favour of 'Industrial Research Fund, MERADO' payable at any nationalized bank of Ludhiana, on all working days from **15.02.2017 to 28.02.2017** between 10:00 hrs. to 16:00 hrs from Administration of the Institute.

Signature of the Proprietor/Partner \_\_\_\_\_

STAMP



7. Tender form can also be downloaded from the Institute's website: [www.cmeri.res.in](http://www.cmeri.res.in). Tender documents downloaded from the website can be submitted along with non-refundable Tender paper cost of Rs.1000.00 (Rupees One Thousand Only) and EMD amount of Rs. 25,000.00 (Rupees Twenty Five thousand only) separately in the shape of Demand Draft drawn in favour of **'Industrial Research Fund, MERADO'** payable at Ludhiana. However, the Institute will not be responsible if any portion of the downloaded tender document is illegible/modified/missing and in all cases the conditions stipulated in the original hard copy of the tender document shall prevail.

8. Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing is liable for rejection.

9. The bidders shall not be permitted to tender for works in the concerned unit of CSIR- CMERI-CoEFM in which his/her relative is posted in the grade between Controller of Administration and Junior Engineer (both inclusive). The bidders need to inform CSIR-CMERI-CoEFM, Ludhiana the name(s) of the relative(s) (as at para 8 below) who is/are employee(s) of this Institute, if it is there.

10. Note: A person shall be deemed to be relative of another if, and only if, (a) they are members of a Hindu undivided family (b) they are husband and wife (c) the one is related to the other in the following manner : Father, mother (including step-mother), son (including step son), Son's wife, Daughter (including step daughter), Fathers father, Son's son's wife, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sisters Husband.

11. Earnest Money will be forfeited if the contractor fails to commence the work or carryout other formalities as per the LOI/award letter for the work.

12. If at any point of time it is found that the contractor has furnished false information, the Contract / Tender is liable to be cancelled.

13. Except quoting the service charge in percentage (figures and words), the tenderer should not write any condition or make any change, addition, alteration and modification in the printed form of tenders.

14. The deployed manpower must wear proper uniform and Badges displaying their names alongwith I-Card issued by Contractor. The uniform and other needed materials will be provided by the Aadhar No. at his own cost. They should maintain personal hygiene and should behave politely and be amenable to discipline. Colour of uniform will be as under:

- i. Male: 2 Pairs Gray Shirt & Trouser on date 30.04.2017 in Summer, Black Belt and One Black Shoe, One Winter Jacket, Turban on date 30<sup>th</sup> October, 2017.

Signature of the Proprietor/Partner \_\_\_\_\_

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15. The agency shall have to provide additional Skilled, semi-skilled and un-skilled manpower as and when necessary and at the same rate of Service Charge quoted or negotiated during the period of contract.

16. The successful bidder has to deposit an amount of Rs.1,80,000.00 (Rupees One lac Eighty Thousand only) in the form of DD/FDR or TDR (to be pledged in favour of 'CSIR- CMERI-Centre of Excellence For Farm Machinery' Ludhiana/Bank guarantee as performance security deposit which shall be retained by CSIR-CMERI-CoEFM during the entire period of contract. The amount should be paid before signing of the Agreement.

17. The Scientist In-charge, CSIR-CMERI-CoEFM, reserves the right to reject any or all tenders without assigning any reason.

18. The tenderers are requested to sign and stamp all the pages of the tender document as a mark of acceptance of the terms and conditions of the tender and shows all the original documents/certificates at the time of tender opening.

19. The entire administration and establishment management in respect of the personnel deployed by the contractor for the captioned work shall be the responsibility of the contractor.

20. The contractor will be responsible for their leave, replacement and other welfare measures and keep CSIR-CMERI-CoEFM indemnified against any claim made by the persons deployed by him and/or any damage caused to them.

21. The Contractor shall not give any sub-contract to carry out the obligation arising out of the contract.

22. The tender is liable to be rejected, if white fluid is used anywhere in the tender document.

23. In the event of sudden failure, neglect, dislocation or stoppage of the services by the Contractor, the CSIR-CMERI-CoEFM may get the work done departmentally or by some other agency, at the risk and cost of the contractor, without prejudice to its rights to enforce performance in respect of the rest of the work. The Contractor shall, in such event, pay to the CSIR-CMERI-CoEFM the additional cost incurred for having such work done by itself or by some other agency. Without prejudice to any other rights, the CSIR-CMERI-CoEFM may in this behalf either under this agreement or under law, terminate the agreement by one month notice to the contractor in writing and in such event the contractor shall have no claim for any loss or damage against the CSIR-CMERI-CoEFM.

24. The Contractor shall indemnify the CSIR-CMERI-CoEFM against all the monetary or other benefits to which the persons deployed by him are entitled during the period or deployment under various labour laws as applicable from time to time.

Signature of the Proprietor/Partner \_\_\_\_\_

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25. Full manpower will be engaged on daily basis for Horticulture, housekeeping and other services as per schedule or instructions of Officer-in-charge.

26. The Contractor shall be solely responsible for its workers deployed at CSIR-CMERI-CoEFM including.

- Recruitment and training of the staff.
- Safety of staff.
- Attendance records of the staff.
- Insurance coverage of their staff against all contingencies.
- Redressal of grievance of workers.
- Payment of wages by 7<sup>th</sup> of every month or as per labour laws and maintaining records thereto.
- ESI & PF records of their staff.
- Compliance of Labour laws.
- Labour Welfare including their first aid and medical care.
- The Contractor would provide necessary identity cards to its workers on duty.
- CSIR-CMERI-CoEFM shall not be responsible for any death, injury, damages or loss whether to the contractor or agents, representatives or his employees resulting from any accident or by any other cause during operation and execution of the contract. The contractor shall indemnify CSIR-CMERI-CoEFM against any and all claims which may arise under the Workmen's Compensation Act, etc. or any other Act or statute having bearing over the services and for engagement of workmen directly or indirectly for performance under the contract.

27. If at any stage during the period of the contract any case involving moral turpitude is instituted in court against the contractor or the persons deployed by him, the CSIR-CMERI reserves the exclusive and special right to terminate the contract outright without any notice to the contractor and in such event the contractor shall not be entitled to any compensation from CSIR-CMERI-CoEFM.

28. The tender shall remain valid for a period not less than 90 days after the date of opening of Part-II (Price) of the Tender. Extension of validity beyond 90 days shall be by the mutual consent.

29. The Contractor is required to post his/her authorized representative at the site of the work who shall receive the instructions from the authorized Officer of the Institute from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.

Signature of the Proprietor/Partner \_\_\_\_\_

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**31. DOCUMENTS FOR PART-I (TECHNICAL) :**

- a) Name and Address (with phone nos.) of the clientele being served at present.
- b) Copy of Firm/Company Registration
- c) Copy of PAN and TAN.
- d) Copy of EPF, ESIC & Service Tax registration.
- e) Satisfactory completion certificate issued by Govt./ Semi-Govt./PSUs/Central Autonomous bodies and/or for CSIR or its Laboratories/Institutes to Contractors/Agencies regarding execution of similar nature of work as a single contract 80% of estimated cost or two contracts 60% of estimated cost during the last three financial years.
- f) Copies of registration certificate as required under Contract Labour (Regulation and Abolition Act), 1970 for the similar completed valid work for which experience certificate has been submitted.
- g) Affidavit towards deposit of contribution of EPF, ESIC, Service tax etc. in respect of workers engaged by the agency and not declared defaulter during the last three years.
- h) Latest audited balance sheet or financial statement indicating profit and loss statement at least for the last 3 (Three) years **OR latest Bank Solvency certificate.**
- i) Copy of IT return at least for the last 3 years.
- j) Cost of Tender paper (if tender document is downloaded from CMERI site) and EMD amount in the form of two separate DDs.
- k) The original documents need to be presented at the time of opening of the tender.

**32. DOCUMENTS FOR PART-II (PRICE) :**

- a) Financial Bids will be opened only of those Firms/ Agencies who fulfill conditions for qualifying Technical Bids.
- b) Financial (Price) bid should be submitted in the format given at Annexure "A" in separate sealed cover. Failure to provide price bid in a separate sealed cover will result in invalidation of the offer.
- c) The envelope should be sealed. The envelopes containing Technical Bid, Price Bid & EMD should be in separate sealed cover and all the three covers should then be placed in one big sealed envelope.
- d) The amount and other details should be clearly filled and signed in ink legibly or type written giving full address of the tenderer. The tenderer should quote the service charge, both in figure and as well as in words. Alterations, if any, unless legibly attested by the tenderer with his full signature shall invalidate the tender on checking, if differences are found between the Service Charge quoted by the agency in words and in figure, the service charge mentioned in words will be considered. The tenderer should duly sign the entire tender document personally.
- e) The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left in between.

Signature of the Proprietor/Partner \_\_\_\_\_

STAMP



- f) The bidders are requested to quote only the service charge which should be quoted **in percentage (%) and not in Rupees** in the prescribed form.
- g) The bidder quoting the lowest Service Charge will be taken into consideration in deciding the lowest bidder.
- h) In case of a tie in Service Charge quoted between two or more bidders, the lowest bidder will be decided on the basis of **highest value credential** of the bidder which carried out similar nature of work during the last three financial years.

33. Conditions of payment will be as under:

- i. The contractor will submit the pre-receipted bills in triplicate with the supporting documents i.e. EPF, ESI, Service Tax, etc., on monthly basis, after satisfactory completion of the work which is duly certified by officer of the Institute. Thereafter the bill will be processed for payment.
- ii. All bills should be submitted on printed forms, duly signed and pre-receipted.
- iii. Income Tax and other statutory levies, as applicable from time to time, will be deducted from the bills of the Contractor.
- iv. In case of any delay in processing of the bills on account of contractor's fault, the contractor would be required to ensure the payment to his worker's latest by 7<sup>th</sup> day of every month. There shall be no linkage between payment to his workers and settlement of the contractor's bill from the CSIR-CMERI-CoEFM, Ludhiana under such circumstances.
- v. E-Payment will be done to the contractor. The contractor will be required to furnish all relevant details of his Bank Account to facilitate e-payment [i.e. ECS – Electronic Clearance System/ National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS)/ Net Banking] by creating the payment directly to the account of Contractor.
- vi. Payment will be made to the contractor based on the attend man days in a month as per daily attendance.

34. The contractor will be required to start the work within seven days from the date of award of the work. In case, the work is not started within seven days from the award of the work, the CSIR/CSIR-CMERI-CoEFM at its sole discretion may cancel the work order. In such situations, the EMD and Security Deposit shall be forfeited without any further reference to the contractor.

Signature of the Proprietor/Partner\_\_\_\_\_

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**SCOPE OF WORK :**

1. This is a comprehensive job contract and covers **all the buildings** including all rooms, floors, window panes, doors, toilets, common areas, laboratories, garden, lawns, road sides, signage, side walls, ceilings, walk ways, granite stone wherever fixed, mopping of Corridors (thrice a day), staircases, sub-station area, toilets (four times a day) **Canteen Cleaning, Library Area, Conference Halls, Auditorium Building** in the Institute and the **Guest House**, garden / lawns inside and outside such buildings In the Institute and in the Colony. This also covers the approach roads (black top surface, red soil and other kachcha roads), brick paving, side beam, plinth protection around every building by removing dust, stones/ brick pieces, tree leaves, waste paper items, animal refuses, dead animal etc. dusting of furniture and fixtures, office records, books, opping of floors, cleaning of wash areas, glass panes/ cleaning of terrace area, removing of cobwebs etc. Shifting of materials, office furniture as and when required. Arranging beds/ bed sheets, dusting of the furniture, etc. every day and other room services in the Guest House.
2. All tools, brooms, mops, buckets, brush, cloth, acids, cleaning powder, liquid soap, naphthalene balls, odonil, tissue paper, phenyl, liquids for cleaning floors and toilets, or any other materials will be provided by the Institute.
3. The Bidders are requested to quote for the work after inspecting the work areas and the manpower required for carrying out such activities.
4. The Contractor has to maintain and develop the gardens/lawns in front of all the buildings in the Institute and Guest House in CoEFM Colony.
5. The scope of work mentioned above is in brief and are provisional. They are liable to change and must be considered only as advance information to assist the bidder.
6. It is estimated that the total number of various categories of workers to be engaged for the contract will be approximately 17.
7. The total number and the categories or types of manpower may vary from time to time. The Scientist Incharge, CSIR-CMERI-CoEFM is under no obligation to guarantee a certain number of manpower for or during the currency of the contract.

Signature of the Proprietor/Partner \_\_\_\_\_

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**CSIR- CMERI- Centre of Excellence For Farm Machinery**  
(Council of Scientific & Industrial Research)  
Gill Road, Ludhiana-141006

Name of Work: - Annual Contract for House Keeping, Horticulture and Manpower Service at  
CSIR-CMERI-CoEFM, Ludhiana-141006

**DETAILED STATUS OF THE FIRM**

1. Name of the Firm :- \_\_\_\_\_
2. Registration No. :- \_\_\_\_\_
3. Labour Licence No. \_\_\_\_\_  
(Attach Copy)
4. EPF Code No. \_\_\_\_\_  
(Attach Copy)
6. ESIC Registration No: \_\_\_\_\_  
(Attach Copy)
8. PAN no:- \_\_\_\_\_  
(Attach Copy)
8. Proof of Annual turnover (last three years):- \_\_\_\_\_
9. Experience:- \_\_\_\_\_
10. Customers Satisfaction certificate, \_\_\_\_\_  
from the Deptt. where the contractor (Attach Copies)  
is rendering services

Signature of the Proprietor/Partner \_\_\_\_\_

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**DECLARATION BY THE BIDDER****From :**.....  
.....  
.....**To****The Scientist Incharge  
CSIR-CMERI-CoEFM,  
Gill Road, Ludhiana – 141006****SUBJECT : Annual Contract for House Keeping, Horticulture and Manpower Service at  
CSIR-CMERI- CoEFM, Ludhiana-141006.****NIT No: - Advt. No. 01/2017****Sir,**

1. After having carefully read and examined the Tender Document, physically inspected the buildings, all work areas in the Institute and Colony, man power required, well understood the requirement of CSIR-CMERI-CoEFM under the contract, we offer our self for the contract of 'Annual Contract for House Keeping, Horticulture and Manpower Service at CSIR-CMERI, CoEFM-141006' in conformity with all the terms, conditions and Scope of work stated in the Tender Document.
2. We confirm our acceptance to all the terms and conditions including scope of work specified in the tender document of CSIR-CMERI-CoEFM for the above referred work. Shall this tender be accepted, we hereby agree to abide by and fulfill all terms and conditions of Tender Document and in default thereof, to forfeit and pay to CSIR-CMERI-CoEFM, such sums of money as are stipulated in conditions contained in Tender Document. The Tender document together with LOI, award letter, Agreement shall constitute a binding contract.
3. We declare that we have not been debarred /black listed/declared bankruptcy by any Govt./Semi-Govt./Central Autonomous bodies and/or CSIR or its Laboratories / Institutes or any Bank/Financial Institutions.
4. We declare that none of the Proprietor/ Partner/Director of our Firm has any relation with any employee working in CSIR/CMERI/CoEFM, Gill Road, Ludhiana.

**Date :** .....

Signature of the Proprietor/Partner .....

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Annexure – A**CSIR-CMERI- Centre of Excellence For Farm Machinery, Ludhiana****Price Bid Format**

(To be kept in a separate envelope).

Name and Address of the Firm	
Service Charge on Minimum wages based on Govt. rate [% (percent) to be quoted]	(In figures)
	(In words)

***The Bidders are requested to quote their service charge in percentage appeared above.*** This percentage will remain firm/unchanged during the contract period. Income Tax, Service Tax as applicable will be deducted.

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

Previously it has been noted that due to very low figure of service charge, 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, payment of statutory charges to their contract persons as well as to the Govt. / statutory bodies.

**Please quote service charges accordingly.**

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Seal \_\_\_\_\_

Signature of the Proprietor/Partner \_\_\_\_\_

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Annexure – B**Agreement for Annual Contract for House Keeping, Horticulture and Manpower Service at CSIR-CMERI-CoEFM, Ludhiana-141006.**

This AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, 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.

WHEREAS the CSIR is desirous of giving a job contract for Contract for House Keeping, Horticulture and Manpower Service at CSIR-CMERI-CoEFM, Ludhiana-141006 (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 personnel 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 Contractor at his own expenses, etc. and the Contractor shall report the compliance thereof to CSIR-CMERI-CoEFM & 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 "Annual Contract for House Keeping, Horticulture and Manpower service at CSIR- CMERI-CoEFM, Ludhiana – 141006" which is a constituent unit of CSIR (hereinafter referred to as Lab./Instt) .

AND WHEREAS the Contractor has agreed to furnish to the Lab./Instt. a security deposit of Rs. \_\_\_\_\_ by way of Cash / DD deposit / Bank Guarantee or Fixed Deposit Receipt.

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

Signature of the Proprietor/Partner \_\_\_\_\_

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**A. GENERAL CONDITIONS :**

1. That 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 and in no case, shall a relationship of employer and employee between the said persons and the CSIR 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 Scientist Incharge of the Lab./Instt. or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Scientist Incharge 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 Scientist Incharge of the Lab./Instt. or the officer designated by the Scientist Incharge in this respect from time to time.
3. That the Scientist Incharge of the Lab./Instt. or any other person authorized by the Scientist Incharge 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 Scientist Incharge of the Lab./Instt./CSIR in case of any of the aforesaid acts on the part of the said person.
5. The number of Un-skilled, Semi-skilled and Skilled manpower will be purely need based. Therefore, the number of Contractor's worker may be increased or decreased as per requirement. The Scientist Incharge, CSIR-CMERI-CoEFM will be under no obligation to engage any specific number of Contractor's worker during the period of contract.

**B. CONTRACTOR'S OBLIGATIONS**

1. That the contractor shall carefully and diligently perform the work assigned to him by the Officer of CSIR-CMERI-CoEFM, Ludhiana for the work "Annual Contract for House Keeping, Horticulture and Manpower service at CSIR – CMERI- CoEFM, Ludhiana – 141006".
2. That the contractor shall provide various categories of manpower as and when required.
3. That for 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 duties.
4. That the Contractor shall submit details, such as names, age, sex, parentage, residential address(present & Permanent), etc. along with a copy of latest passport size photograph 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

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issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.

5. 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 officer of concerned Labour department and CSIR/Lab./Instt..

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 Contractor's monthly payments.

7. That the Contractor shall at his own cost, 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 (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.

8. That the Contractor shall be liable to payment of wages and all other dues which they are entitled to receive under applicable labour laws and other statutory provisions.

9. 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.

10. 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

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and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Scientist Incharge of the Lab./Instt. a sum as may be claimed by Lab./Instt./CSIR.

11. The contractor will make payment to his workers on monthly basis. However, if any worker has not continued his service and has not worked for one full month, the payment will be made to him on per day basis for the number of days he has worked.

12. 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.

13. That the Contractor shall submit the proof [i.e. money receipt (indicating the amount against each of the employee's name) issued by the respective authority] of having deposited the amount of ESI, EPF, Service Tax & Professional Tax towards the persons deployed at CSIR Lab./Instt. before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards EPF, ESI, Service Tax & Professional Tax contribution will be withheld till submission of required documents.

14. That the contractor shall ensure the deployed manpower must wear proper uniform Badges displaying their names alongwith I-Card issued by Contractor. The uniform and other needed materials will be provided by the contractor at his own cost. They should maintain personal hygiene and should behave politely and be amenable to discipline. Colour of uniform will be as under:

I. Male: Gray Shirt & Trouser, Black Belt and Black Shoe, Jacket, Turban.

15. 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.

16. The security money will be refunded to the contractor, upon satisfactory performance of the contract within one month of the expiry of the contract.

17. The security money 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.

18. 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.

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19. 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.

20. That the Contractor shall ensure that the persons so deployed do not allow any property of the CSIR to be taken out of the premises without a Gate Pass signed by the designated officials of the Lab./Instt. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the Contractor along with subsequent changes, if any. The Controller of Administration/Administrative Officer/Section Officer of the Lab./Instt. shall make suitable arrangement to ensure compliance.

21. That the Contractor shall report promptly to the Lab./Instt. any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Contractor to ensure security and safety of all the property and assets, movable and immovable, of the Lab./Instt. and if there is any loss to the Lab./Instt. on account of dishonesty, and/or due to any lapse on the part of the Contractor or his worker, the Contractor shall make good on demand the loss to the Lab./Instt.

24. Full manpower will be engaged on daily basis for Horticulture, Housekeeping and other services as per schedule or instructions of Officer-in-charge.

25. It is contractor liability to make the payment to the labour as well as leaves as applicable as per Labour Laws.

#### **C. CSIR's OBLIGATIONS :**

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid on monthly basis. In this regard, the contractor will raise his bill by 3<sup>rd</sup> day of every month which will be duly certified by the officers designates by CSIR-CMERI-CoEFM, Ludhiana. CSIR-CMERI-CoEFM, Ludhiana will process the bill so raised and make payment to the contractor least by 10<sup>th</sup> day of the month. Contractor will pay the wages to his manpower deployed in CSIR latest by 7<sup>th</sup> day to each month. The contractor would be required to ensure the payment of its workers by 7<sup>th</sup> of every month and there should be no linkage between this payment and settlement of the contractor's bill by CSIR-CMERI-CoEFM, Ludhiana.

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 charges 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.

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**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 Scientist Incharge of the Lab in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be levied.

**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.
  - d) 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 the notice period or till such time a decision is arrived at.

**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 shall be referred to the sole arbitration to DG,CSIR 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

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place of the out-going arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage where it was left by his predecessor or start afresh as the case may be.

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

5. 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. The fee of the Arbitrator shall be shared equally by both the parties.

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

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

For Council of Scientific & Industrial Research  
Anusandhan Bhawan,  
Rafi Marg, New Delhi – 110 001.

WITNESS

1. \_\_\_\_\_

2. \_\_\_\_\_

Signature of the Proprietor/Partner \_\_\_\_\_

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