

Basic Details

Organisation Chain	Council of Scientific and Industrial Research CSIO Chandigarh Purchase-CSIO-CSIR		
Tender Reference Number	CSIO/GS/01/202		
Tender ID	2023_CSIR_693993_1		
Tender Type	Open Tender	Form of contract	Works
Tender Category	Services	No. of Covers	2
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No		

Payment Instruments

Offline	S.No	Instrument Type
	1	Bankers Cheque
	2	Direct Credit
	3	Personal Cheque
	4	Bank Guarantee
	5	Demand Draft
	6	RTGS / ECS / NEFT
	7	FDR
	8	As Per Tender Document

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	MANPOWER TENDER
2	Finance	.xls	MANPOWER TENDER

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	NA	Fee Payable At	NA
Tender Fee Exemption Allowed	NA		

EMD Fee Details

EMD Amount in ₹	4,17,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	DIRECTOR, CSIO	EMD Payable At	CHANDIGARH

Work / Item(s)

Title	CSIO/GS/01/2023				
Work Description	MANPOWER REQUIREMENT				
Pre Qualification Details	Please refer Tender documents.				
Tender Value in ₹		Product Category	Manpower Supply	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	45
Location	CSIR-CSIO	Pincode	160030	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	CSIR-CSIO

Critical Dates

Publish Date	10-Jan-2023 04:00 PM	Bid Opening Date	31-Jan-2023 03:30 PM
Document Download / Sale Start Date	10-Jan-2023 04:00 PM	Document Download / Sale End Date	30-Jan-2023 03:00 PM
Clarification Start Date	10-Jan-2023 04:00 PM	Clarification End Date	29-Jan-2023 04:00 PM
Bid Submission Start Date	10-Jan-2023 04:00 PM	Bid Submission End Date	30-Jan-2023 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	MANPOWER TENDER	448.0	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_995472.xls	MANPOWER TENDER	280.5

Tender Inviting Authority

Name	Senior controller of Administration
Address	CSIR-CSIO

Tender Creator Details

Created By	Mohinder Kumar
Designation	COSP
Created Date	10-Jan-2023 03:24 PM

Tender

Ref No.: CSIO/GS/0/01/2023

TENDER DOCUMENT

**ANNUAL CONTRACT FOR VARIOUS MANPOWER SERVICES
(HOUSE KEEPING, HORTICULTURE GUEST HOUSE AND MISCELLANEOUS)
AT CSIR-CSIO, CHANDIGARH-160030**



CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION
(Council of Scientific & Industrial Research)
Sector-30 C, Chandigarh- 160030.

Annual Contract for House Keeping, Horticulture, Guest House and other Manpower Services at CSIR-CSIO, Chandigarh-160030.

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CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION
(Council of Scientific & Industrial Research)
 Sector- 30 C, Chandigarh-160030.

Notice Inviting Tender : CSIO/GS/01/2023

Online Tenders are invited through CPP Portal for award of Annual Contract for Various Manpower Category Services (House Keeping, Horticulture and Guest House) at CSIR-CSIO Sector-30, Chandigarh from reputed Firms/Agencies/contractors who are holding valid licence under Contractor Labour (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having GST 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 as per details given below :-

i)	Estimated Cost	Rs.2,08,50,000.00
ii)	EMD	Rs.4,17,000.00
iii)	E-Publishing of Tender	10.01.2023 at 3:00 PM
iv)	Closing of Tender Date & Time	30.01.2023 at 3:00 PM
v)	Bid Opening Date & Time	31.01.2023 at 3:30 PM
vi)	Bid Offer Validity	90days

For any amendments, Corrigendum, extension of NIT or revision, please visit CPP Portal <https://epocure.gov.in> and our Website <http://csio.res.in> . The Director, CSIR-CSIO reserves the right to reject any or all tenders either in part or in full without assigning any reason.

Sr. Controller of Administration

Part-I

Technical Bid Format / Check List

S.No.	Requirement / uploading of Documents	Please tick (✓) against the column II in Col. III below	Page Number
I	II	III	IV
1.	Self attested copy of valid license under the provision of Contract Labour (Regulation & Abolition) Act, 1970).		
2.	Status: - Whether Proprietor/Firm/Company & complete address		
3.	Proof of annual turnover.		
4.	Proof of having Registered office in tricity (Chandigarh/Panchkula/Mohali)		
5.	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.		
6.	Copy of IT return of the last 3 years i.e. for the financial year 2019-20, 2020-21 & 2021-22		
7.	Copy of valid Labour License		
8.	Self attested copy of EPF registration		
9.	Self attested copy of ESI registration		
10.	Copy of PAN Number/TAN Number		
11.	Copy of GST registration.		
12.	LIN (Labour Identification Number)		
13.	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 CSIR or its Laboratories/Institutes ending the date of tender opening are eligible:-		
	(i) A single contract 80 % of Estimated Cost	Amounting to Rs.1.66 Crores during the last three years Or	
	(ii) Two contracts 50 % of Estimated Cost	Amounting to Rs. 1.04 Crores each during the last three years Or	
	(III) Three contracts 40 % of Estimated Cost	Amounting to Rs. 83.40 Lakh each during the last three years.	
14.	The work "completion certificate" should mention the details of work executed, the date of commencement and date of completion of the work and the gross value of work done. Only contracts of 12 months and above or initial contract of 12 months and subsequent extensions shall be taken into consideration		
15.	Declaration by the firm that it has 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.		

(Assigning ✓ in Col. III and page No. in Col. IV is mandatory)

Signature of Proprietor/Partner _____

Dated : _____

SEAL



CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION
(Council of Scientific & Industrial Research)
Sector- 30 C, Chandigarh-160030.

Annual Contract for House Keeping, Horticulture, Guest House and other Miscellaneous Manpower Services at CSIR-CSIO, Chandigarh-160030.

INSTRUCTION TO TENDERERS:

Tender documents should be 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 charges (%age) to be quoted by the tenderer in the Price-Bid format and both the parts should be in separate envelopes. The tenderer should sign and stamp all the pages of the tender document. MSME and NSIC firms are exempted from EMD. An amount of **Rs.4,17,000/-** (Rupees FOUR LAKH SEVENTEEN THOUSAND only) towards Earnest Money Deposit (EMD) in form of Demand Draft/Pay Order drawn in favour of Director, CSIR-CSIO may be submitted physically alongwith tender document by **31.01.2023 at 1500 hrs** before opening of the Technical Bid date.

The tenderer should read the '**General Terms and Conditions**' annexed hereto. The tenderer is advised to visit the work site at CSIR-CSIO, Sector-30C, Chandigarh on any working day to assess the nature and quantum of work before tendering and ascertain details. The Tender may be submitted physically at CSIR-CSIO.

Director, CSIR-CSIO, Chandigarh reserves the right to accept or reject the lowest, any or all the Tenders without assigning any reasons.

EMD for **Rs.417000/-** (Rupees **FOUR LAKH SEVENTEEN THOUSAND** only) in form of Demand Draft/Pay Order drawn in favour of 'Director, CSIR-CSIO **may be submitted physically** upto 1500 hrs **upto 31.01.2023**

GENERAL TERMS AND CONDITIONS:

1. CSIR-Central Scientific Instruments Organisation, Chandigarh invites Online Tenders through **CPP Portal** from reputed agencies holding valid license under the provision of Contract Labour (Regulation & Abolition) Act, 1970) for “**Annual Contract for Various Manpower Category Services** (House Keeping, Horticulture and Guest House) at CSIR-CSIO Sector-30, Chandigarh -160030”.

2. Total tenure of the Contract will be for 03 years. Initially, the contract will be for a period of one year which may be extended further on yearly basis subject to satisfactory performance and on mutual consent.

3. Similar Contract means providing unskilled, semi-skilled skilled and other manpower for House Keeping, Horticulture, and Guest House Services or either for Housekeeping and Horticulture Services in Govt./Semi-Govt./PSUs/Central Autonomous bodies and/or for CSIR or its Laboratories/Institutes.

4. Contractors/Agencies who have carried out similar nature of work as a single contract amounting to of Rs.1.60 Crores or two contracts of Rs. 1.04 Crores each or three contracts of Rs.83.00 lakhs each during the last three years, holding valid licence under Contract Labour (Regulation & Abolition) Act,1970, registered with EPFO, ESIC authorities, having GST registration and successfully carried out at least one similar nature of contract during the last **03** years in Govt./Semi-Govt./PSUs/Central Autonomous bodies and/or CSIR or its Laboratories/Institutes ending the date of tender opening are eligible.

The work “**completion certificate**” should mention the details of work executed, the date of commencement and date of completion of the work and the gross value of work done. Only contracts of 12 months and above or initial contract of 12 months and subsequent extensions shall be taken into consideration.

5. Tender Documents along with detailed terms and conditions of the work can be seen from CSIR-CSIO Website at www.csir.res.in and **CPP Portal**

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

7. The bidders shall not be permitted to tender for works in CSIR-CSIO in which his/her relative is posted in the grade between Sr. Controller of Administration and Junior Engineer (both inclusive). The bidders need to inform CSIR-CSIO the name(s) of the relative(s) (as at point 9 below) who is/are employee(s) of this institute, if it is there.

8. 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 wife, Son’s daughter’s husband, Daughter’s husband, Daughter’s son, Daughter’s son’s wife, Daughter’s daughter, Daughter’s husband, Brother (including step brother), Brother’s wife, Sister (including step sister), Sisters Husband.

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

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

11. Except quoting the service charge in percentage only in Price-Bid format, the tenderer should not write any condition or make any change, addition, alteration and modification in the printed form of tender.

12. The personnel of Contractor should observe only closed holidays in a calendar year irrespective of number of the holidays observed by the Institute as per the list given by the Institute from time to time. The closed holidays normally cover Republic Day, Independence Day, Gandhi Jayanti.

13. The Contractor shall be fully responsible for providing leave benefits, weekly offs, National & Festival holidays etc., to the personnel deployed. As and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.

14. The CSIR-CSIO with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.

Interpretation :-

- (a) In construing these conditions, the Specifications, the Schedule of Quantities, Tender, Special Conditions and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.
- (b) This contract shall comprise of the Articles of Agreement, General Conditions of Contract, Special Conditions. Additional Special Conditions, the Schedule of Quantities, Specifications, letter of acceptance of tender and other documents mentioned in the contents sheet attached hereto and including those to which only reference is made herein.

Work or Scope of Works: Shall mean all work or works defined in schedule of quantities, specification and such other work or works as the contractor may be entrusted with for carrying out under this contract.

Employer: Shall mean Director, CSIR –CSIO or any officer authorized by the Director, CSIR-CSIO for the purpose.

Contractor: Shall mean the individual or Firm or Company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company and the permitted assignees of such individual or Firm or Firms or Company.

Site: Shall mean the site of the contract works including any buildings and erections thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Engineer for the contractor's use.

DOCUMENTS FOR PART-I (TECHNICAL) :

- i. Attested copy of certificate/license issued by the appropriate authority to run business.
- ii. Proof of annual turnover.
- iii. Status: - Whether Proprietor/Firm/Company.
- iv. Experience/Credential / Contract completion certificates
- v. Copies of valid Labour License, Copies of EPF regd.,ESIC registration, GST registration certificates.
- vi. Name and Address (with phone nos.) of the clientele being served at present.
- vii. 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.**
- viii) Copy of IT return of the last 3 years.
- ix)Satisfactory completion certificate of contract 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 (single contract amounting to of Rs.1.60 crore or two contracts of Rs.1.04 crore each or three contracts of Rs.83.00 lakhs each during the last three years).

DOCUMENTS FOR PART-II (PRICE BID) :

The Part-II should contain only the Price Bid Format given in this Tender document.

The bidders are requested to **quote only the service charges** which should be quoted **in percentage (%) and not in Rupees** in the prescribed form.

The bidder quoting the lowest Service Charge will be taken into consideration in deciding the lowest bidder.

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 contract/ credential** of the bidder which carried out similar nature of work during the last 3 years. Value of ongoing contracts shall not be taken into consideration

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

16. The successful bidder has to deposit an amount of **10 % Security of Award Value in the form of DD/FDR or TDR (to be pledged in favour of 'Director, CSIR-CSIO'/Bank guarantee as performance security deposit** which shall be retained by CSIR-CSIO during the entire period of contract. The amount should be paid before signing of the Agreement.

17. Before uploading the tender documents, the Tenderers are requested to sign and stamp all the pages as a mark of acceptance of the terms and conditions of the Tender.

18. 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.

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

20. The Contractor shall not give any sub-contract to any other party or agency to carry out the obligation arising out of this contract.

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

22. In the event of sudden failure, neglect, dislocation or stoppage of the services by the Contractor, the CSIR-CSIO 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 period. The Contractor shall, in such event, pay to the CSIR-CSIO the additional cost incurred for having such work done by itself or by some other agency. CSIR-CSIO may recover the cost from the security deposit of the contractor. Without prejudice to any other rights, the CSIR-CSIO may 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-CSIO.

23. The Contractor shall indemnify the CSIR-CSIO 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/statutory obligations as applicable from time to time.

24. Full manpower will be engaged on daily basis for Horticulture, Housekeeping, Guest House and other **Miscellaneous manpower** services as per schedule or instructions of Officer-in-charge. Substitutes will be made available immediately against any absentee.

25. The Contractor shall be solely responsible for its workers deployed at CSIR-CSIO including

- Recruitment and training of the staff.
- Safety of staff.
- Maintenance of muster cum wage register , attendance records of the staff.
- Insurance coverage of their staff against all contingencies.

- Redressal of grievance of workers.
- Payment of wages along with wage slip by 7th of every month or as per labour laws and maintaining records thereto.
- ESI & EPF records of 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-CSIO shall not be responsible for any death, injury, damages or loss whether to the contractor or agents, representatives or its un-skilled, semi-skilled, skilled or other workers deployed at this institute which may result from any accident or by any other cause during operation and execution of the contract. The contractor shall indemnify CSIR-CSIO 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.

26. If at any stage during the period of the contract any case involving moral turpitude is found, reported or instituted against the contractor or the persons deployed by him, the CSIR-CSIO 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-CSIO.

27. The Quotation shall remain valid for a period of 90 days from the date of opening of Part-II (Price) of the Tender.

28. 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.

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, lift cars, granite stone wherever fixed, mopping of Corridors (thrice a day), staircases, sub-station area, toilets (four times a day) Guest house services, **Library Area, Conference Halls, Auditorium Building, Dispensary**, Staff Club, hostel area and the garden / lawns inside and outside such buildings. 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, mopping of floors, cleaning of wash areas, glass panes/ cleaning of terrace area, removing of cobwebs etc. Shifting of office materials, records, 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 service charge for the work after inspecting the work areas and the manpower required for carrying out such activities.
- 4) The scope of work mentioned above is in brief and are provisional. These are liable to change and must be considered only as advance information to assist the bidder.
- 5) It is estimated that the total number of various categories of workers to be engaged for the contract will be approximately 63 (Unskilled 48, Semi-skilled 14 and Driver Light 02). Number of manpower may be decreased or increased at any time by the Director, CSIR-CSIO. The details of Manpower : -
 - a. House Keeping 23 Unskilled + 01 Semi-skilled] =**24**
 - b. Horticulture 25 Unskilled + 02 Semi-skilled + 01 Driver (Light)] =**28**
 - c. Guest House 11 Semi-skilled] =**11**
- 6) The total number and the categories or types of manpower may vary from time to time. The Director, CSIR-CSIO is under no obligation to guarantee a certain number of manpower for or during the currency of the contract for any of the activities.

**CSIR-Central Scientific Instruments Organisation
(Council of Scientific & Industrial Research)**

Sector-30-C, Chandigarh-160030

Name of Work: - **“Annual Contract for House Keeping, Horticulture, Guest House and other Manpower Services at CSIR-CSIO, Chandigarh-160030”**

DETAILED STATUS OF THE FIRM

1. Name of the Firm :- _____
2. Registration No. :- _____
3. Labour License No. _____
4. EPF Code No. _____
5. ESIC Registration No: _____
6. PAN no:- _____
7. GST Regd No.:- _____
8. LIN (Labour Identification Number : _____
9. Proof of Annual turnover (last three years):- _____
10. Experience:- _____

(Attach Copies For Sr. No. 1 to 9 above)

SIGNATURE OF THE CONTRACTOR
WITH STAMP

DECLARATION BY THE BIDDER

From :

.....
.....
.....

To

**The Director
CSIR-CSIO,
Sector- 30 C, Chandigarh – 160030**

SUBJECT : Annual Contract for Various Manpower Services (House Keeping, Horticulture, Guest House and Miscellaneous) at CSIR-CSIO, Chandigarh-160030.

[E-NIT No: -. CSIO/GS/01/2023]

Sir,

After having carefully read and examined the E-Tender Document, physically inspected the buildings, all work areas in the Institute and Colony, man power required, well understood the requirement of CSIR-CSIO under the contract, we offer our self for the contract of '**Annual Contract for Various Manpower Category Services (House Keeping, Horticulture, and Guest House) at CSIR-CSIO, Chandigarh-160030**' in conformity with all the terms, conditions and Scope of work stated in the Tender Document.

We confirm our acceptance to all the terms and conditions including scope of work specified in the tender document of CSIR-CSIO 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-CSIO such sums of money as are stipulated in conditions contained in Tender Document. This Tender document together with LOI/ award letter, Agreement shall constitute a binding contract.

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.

We declare that none of the Proprietor/ Partner/Director of our Firm has any relation with any employee working in CSIR-CSIO including its Extension Centre at Delhi, Chennai.

We also undertake that we shall timely comply with the labour rules as per Contract Labour Regulation and Abolition Act'1970, EPFO Act and ESIC Act.


Date :.....

**SIGNATURE OF THE CONTRACTOR
WITH STAMP**

Part-II

Price Bid Format

(To be kept in a separate Envelope)

Item No.	Item Description	MINIMUM WAGE (per worker)			Remarks
		un-skilled	semi-skilled	skilled	
1.	Rate of Minimum Wages per month	-----	-----	-----	As per Govt. notification (DC rates of Chandigarh)
2.	EPF 13 % at 1 above	-----	-----	-----	As per rule
3.	ESI 3.25% at 1 above	-----	-----	-----	As per rule
4.	Bonus 8.33% at 1 above	-----	-----	-----	As per rule
5.	Service Charges @ _____ % of Sl. No. 10 per month				 To be quoted by the Bidder
6.	Total 1 to 5 above	-----	-----	-----	-----
7.	GST @ 18% or as applicable , at 6 above	-----	-----	-----	As per rule
8.	Grand Total Sl No. (6 + 7) :	-----	-----	-----	

The Institute will make payment of Minimum wages as notified by Ministry of Labour, Govt. of India or DC rate of Chandigarh whichever is higher from time to time and EPF,ESI, Bonus, applicable GST at prescribed rates.

The Bidders are requested to quote their service charge in percentage appeared at Sl No. 5 above. This percentage will remain firm/unchanged during the contract period. TDS 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 have taken 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/We have read & understood all the Terms & Conditions of the tender document.

Place _____

Signature _____

Name _____

Date _____

Seal-----

Annexure-1

Agreement for Annual Contract for House Keeping, Horticulture, Canteen, Guest House and other Manpower Services at CSIR-CSIO, Chandigarh-160030.

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-CSIO** is desirous of giving a job contract for Contract for **Annual Contract for House Keeping, Horticulture, Guest House and other Manpower Services at CSIR-CSIO, Chandigarh-160030 at CSIR-CSIO**, 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 as per terms and conditions of the 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-CSIO. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS **CSIR-CSIO** has agreed to award the contract of "**Annual Contract for House Keeping, Horticulture, Guest House and other Miscellaneous Manpower Services at CSIR-CSIO, Chandigarh-160030**" 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. _____/- in the form of DD/FDR or TDR /Bank guarantee (to be pledged in favour of 'Director, CSIR-CSIO'.**

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

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 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 up to 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-CSIO** 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-CSIO** 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 Director, CSIR-CSIO 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 provide manpower for various services, such as (i) House-keeping, (ii) Horticulture, (iii) Guest House and (iv) Other miscellaneous as and when required by the organisation in the Buildings/premises in consultation with the authorised Officer of the Lab (**CSIR-CSIO**, Chandigarh 160030).
2. That for the assigned work, the Contractor shall deploy medically and physically fit persons in eight hours shift for six days a week. The Contractor shall ensure that the persons are punctual and disciplined and remain

vigilant in performance of their duty. It is further agreed that the Contractor shall deploy medically and physically fit persons preferably below the age of 60 years.

3. That the Contractor shall submit details, such as names, age, sex, parentage, residential address(present & permanent), police verification report etc. along with a copy of latest passport size photograph of the persons deployed by him in the premises of the Lab./Instt./ **CSIR-CSIO**. 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 submit details, such as names, age, sex, parentage, residential address(present & permanent), police verification report etc. along with a copy of latest passport size photograph of the persons deployed by him in the premises of the Lab./Instt./ **CSIR-CSIO**. 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.
5. That the Contractor shall be liable for payment of wages by 7th day of every month and all other dues which the workers are entitled to receive under the various labour laws and other statutory provisions. In case the 7th day of any month is a holiday, the contractor shall make payment of wages with wage slip by 6th day of such month.
6. That the Contractor shall at his own cost, take necessary insurance cover in respect of the aforesaid services rendered to **CSIR-CSIO** 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.
7. 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-CSIO** 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-CSIO** 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.
8. That the Contractor shall be required to maintain permanent attendance register/muster/wage roll within the building premises which will be open for inspection and checking by the authorized officers of concerned Labour department and **CSIR-CSIO** /Lab./Instt.
9. That the Contractor shall make the payment of wages, etc. to the persons so deployed online/ in the presence of representative of the lab./Instt./ **CSIR-CSIO** 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-CSIO** 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. 10. 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, GST & and any other applicable Tax towards the persons deployed at **CSIR-CSIO** /Instt. before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards EPF, ESI, GST will be withheld till submission of required documents.
11. 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.
12. 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 of 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-CSIO**.
13. 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.
14. 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.
15. The deposited security money will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

16. That the Contractor shall keep the **CSIR-CSIO** 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-CSIO** on demand. Further the contractor shall ensure that no financial or any other liability comes on **CSIR-CSIO** in this respect of any nature whatsoever and shall keep **CSIR-CSIO** indemnified in this respect.
17. The Contractor shall further keep the **CSIR-CSIO** 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.
18. That the Contractor shall ensure that the persons so deployed do not allow any property of the **CSIR-CSIO** 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 of the Lab./Instt. shall make suitable arrangement to ensure compliance.
19. 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.
20. That the contractor shall provide ESI card and EPF number of his worker within fifteen days of commencement of the contract as per extant labour laws.
21. Uniforms : Sufficient number of uniforms as approved by the competent authority would have to be provided to the workers deployed in CSIR-CSIO so that the worker is always wearing neat and clean uniform. It will be strictly monitored & severe fine imposed and will be deducted from the bill if the worker is found without uniform

C. CSIR's OBLIGATIONS :

1. That in consideration of the services rendered by the Contractor as stated above, the payment for the work will be made to them on monthly basis. Such payment shall be made within 10 days after submission of the bill by the contractor to the Office.
2. That the aforesaid lump sum amount has been agreed to be paid by **CSIR-CSIO** 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 GST, 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 or as per applicable rules on the subject.

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 up to 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.
 - d) Notwithstanding any other provisions made in the contract, the **Director, CSIR-CSIO** reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in Public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.
 - e) If at any later date, it is found that the documents and certificates submitted by the Contractor are

forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the **CSIR-CSIO** shall be forfeited without any claim whatsoever on **CSIR-CSIO** and the contractor is liable for action as appropriate under the extant laws.

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 shall be referred to Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute. Delhi High Court New Delhi.
2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and / or directions, as may be required.
3. Subject to the aforesaid provision, the arbitration and 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 For and on behalf of
the Contractor _____

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

WITNESS

1. _____

2. _____