

CSIR-NATIONAL METALLURGICAL LABORATORY
(Council of Scientific & Industrial Research)
JAMSHEDPUR- 831 007.



CONTRACT DOCUMENTS
FOR THE WORK

**Annual Contract for Horticultural work and associated up-keeping of
NML Main Campus, LSTF, Mg. Pilot Plant & Director's Bungalow,
Jamshedpur (2017-18 & 2018-19)**

SIGNATURE OF THE CONTRACTOR WITH DATE AND SEAL

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CSIR-NATIONAL METALLURGICAL LABORATORY
(Council of Scientific & Industrial Research)
JAMSHEDPUR- 831 007.



ENGINEERING DIVISION

NOTICE INVITING TENDER

Ref. No. NML/ENG./WSM/NIT/06 (04)/2017-2018 Date:14.06.2017

Name of work : Annual Contract for Horticultural work and associated up-keeping of NML Main Campus, LSTF, Mg. Pilot Plant & Director's Bungalow, Jamshedpur (2017-18 & 2018-19).
(No. NML/ENG./WSM/Horticulture/2017-18 & 2018-19)

Tender Paper Submitted by : _____

Estimated Cost : Rs.22,28,765.00

Earnest Money : Rs. 44,600.00

Tender Amount : Rs.

Earnest Money : D.D.No. _____ Date _____ Amount _____

Date of opening of tender : 28.06.2017

Please note that:

- (1) As per NIT, the documents required in envelope-1 should be complete in all respect, failing which bid will be rejected.
- (2) Unsigned tender will be rejected. Signature should be at all the required places.
- (3) Tender received after the due date and time will not be considered.
- (4) Tender will be submitted in sealed cover which shall contain two separate sealed envelopes marked as envelope-1 & envelope-2.
- (5) Earnest Money in the shape of Demand Draft payable to Director, CSIR-NML to be submitted in the envelope marked as envelope-1.
- (6) Particulars of tender to be filled-in & submitted with the tender in the envelope marked as envelope-2.
- (7) The rates are to be written both in figure and words.
- (8) Name of the work and the due date must always be written neatly on the cover otherwise the tender will be liable for rejection.
- (9) The general specifications to be followed can be seen at the Works & Service Maintenance Office.

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COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH

NOTICE INVITING TENDER

Sealed Tenders are hereby invited for the work of "**Annual Contract for Horticultural work and associated up-keeping of NML Main Campus, LSTF, Mg. Pilot Plant & Director's Bungalow, Jamshedpur (2017-18 & 2018-19)**" from the contractors working with CPWD, PWD, MES, Railways, Semi-Government Organization, Public Sector Undertakings, Tata Groups or those who have worked for CSIR or its laboratories/Institutes and have successfully carried out minimum **one/two/three** similar work of amounting 80%/50%/40% value of estimated cost i.e., Rs.17,83,020.00/Rs.11,14,400.00/Rs.8,91,510.00 respectively or above in a single contract during last seven years. The tenderers are required to produce proof of fulfilling the conditions TIN/VAT registration certificate, ESI & EPF Registration Certificate, PAN card and Banker's Certificate issued within last 1 year from NIT date, Valid electrical license (for electrical works) while making request for issue of Tender documents.

2. Estimated Cost is **Rs. 22,28,765.00 (Rupees Twenty Two Lakhs Twenty Eight Thousand Seven Hundred Sixty Five only)**.
3. Time for carrying out the work will be **Twelve Months** and the date of commencement shall be reckoned from the tenth day of issue of award letter.
4. Complete Contract documents to be complied by the tenderer; whose tender may be accepted can be seen at the office of Engineering Division at NML, Jamshedpur.
5. The tender shall not be issued physically. The interested and eligible contractors are to download the complete tender/contract document from NML Website i.e. www.nmlindia.org. Tenderers should submit Rs 500/- (Rupees Five Hundred Only) in DD in favour of Director, CSIR-NML (non-refundable) for tender cost.
6. Tenders should be submitted in double sealed covers super scribed with the name of the work, date and time of opening written both on the inner and outer envelopes. This will be received **upto 15.00 Hrs. on 28.06.2017** and will be opened at **15.30 P.M. on the same day in the office of Engineering Division at NML, Jamshedpur**. Tenders should be dropped in the tender box placed at **NML Main Gate** before the closing date and time indicated. In case these are sent by post these should be sent by Regd. Post/Speed post addressed to the Director, NML, Jamshedpur. Tenderers are to ensure that they post the tender well in advance so as to reach before the closing time and date indicated.
7. The Earnest Money amounting of Rs.44,600.00 (Rupees Forty Four Thousand Six Hundred only) as demand draft or pay order of a schedule bank and drawn in favour of Director,CSIR-NML should accompany the tender.
8. The Employer does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
9. Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
10. The tenderer shall not be permitted to tender for works in the concerned unit of CSIR in which a relative is posted in the grade between Controller of Administration and Junior Engineer, (both inclusive). He shall also intimate the names of persons who are working with him in any capacity of subsequently employed by him and who are relatives as mentioned above.

NOTE:A person shall be deemed to be relative of another if, and only if, (a) they are members of Hindu undivided family; or (b) they are husband and wife; or (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), Father's father, Son's son, Son's son's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife,

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11. Tender submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work; validity beyond 90 days from the date of opening shall be by mutual consent.
12. The tenderer shall quote rates both in figures and words. He shall also workout the amount for each item of work and write in both figures and words. On check if there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed:
 - (i) When there is a difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the tenderer shall be taken as correct.
 - (ii) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, the rate quoted by the tenderer in words shall be taken as correct.
 - (iii) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
13. The tenderer should see drawings and in case of doubt obtain required particulars, which may in any way influence his tender from the Engineer as no claim whatsoever will be entertained for any alleged ignorance thereof.
14. Before tendering, the tenderer shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locality including stacking of materials, installation of tools and plants (T&P) etc., conditions affecting accommodations and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.
15. Earnest Money will be forfeited if the contractor fails to commence the work as per letter of award.
16. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations, and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate the same should be brought out separately in the covering letter and submitted along with the tender.
17. Some of the provisions of General Conditions of Contract are given below. Interpretation however shall be as given in the General Condition of Contract.
 - (a) DEFECT LIABILITY PERIOD: Twelve months from the date of completion as certified by the Employer. **(Modified as per CSIR File No- 17/167/93 – Engg dated:- 05.02.1997)**
 - (b) MINIMUM VALUE OF WORK FOR THE INTERMEDIATE CERTIFICATE: **Rs.1,85,730.00 (Rupees One Lakh Eighty Five Thousand Seven Hundred Thirty Only)**. Intermediate Certificate for a lesser amount can be admitted for payment at the discretion of the Engineer.
 - (c) SECURITY DEPOSIT: Security deposit shall be deducted from the running bills at 10% of the gross value of work done and measured inclusive of Earnest Money subject to a maximum of Rs. 5.00 lakhs(Rupees five lakhs only).
 - (d) COMPENSATION: Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of the whole work as shown in the agreement, for every week that the work remains uncommenced or unfinished or due quantity of work remains incomplete after the proper dates. Compensation to be paid shall not exceed ten per cent of the estimated cost of the work as shown in the agreement.

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**CSIR-NATIONAL METALLURGICAL LABORATORY
(COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH)
ENGINEERING DIVISION**

Sub:- BOQ

NAME OF WORK - Annual Contract for Horticultural work and associated up-keeping of NML Main Campus, LSTF, Mg. Pilot Plant & Director's Bungalow, Jamshedpur (2017-18 & 2018-19).

Item No.	Description of work	Unit	Qty.	Rate (Rs)	Amount (Rs)
1.a	Maintenance, up keeping and renovation of existing lawns including dweeding, forking the ground, top dressing with sludge or manure, mixing the same , watering, new grass plantation as per requirement, to keep the lawns in lush greenish condition as directed, mowing the lawns by Powered Lawn Mower and Powered Hand Bush Cutter (to be supplied by Contractor in good working condition) as directed etc, cleaning, sweeping, watering as required, fine dressing the ground, mixing earth and manure in proportion specified or directed, disposal of garbage /waste to specified garbage bins inside NML Campus as directed. (Area of lawn in NML main campus and Director Bungalow = 5,214.00 Sqm.)	Per month	12.0		
1.b	Maintenance of existing & supplied pots including re-potting of all sizes with approved quality ornamental plants, flower plants throughout the year including replacement and planting of plants, (seasonal and perennial), painting of pots and fountain pond as and when required/directed, spreading of manure and good earth required quantity as directed. Maintenance of pots should continue 07 days in a week including disposal of garbage /waste to the specified garbage bins inside NML Campus as directed. (Pots,good earth, paint and flower plants will be paid seperately. Number of pots of all sizes will be about 2500.0 nos.)	Per month	12.0		
1.c	Maintenance, trimming and cutting of trees (mango tree, pipal tree, ashoka / similar tree etc.) by cutting of the branches as per requirement and as directed. This work includes maintenance of hedge with trimming/ cutting and watering in as per requirement and as directed with uprooting of bushes, unwanted plants and disposal of garbage / waste / tree branches to the specified garbage bins inside NML Campus as directed. All tools, plants & safety equipments to be supplied by contractor. (Number of tree in the NML Main Campus and Director's Bungalow = 964.00 nos)	Per month	12.0		
2.a	Maintenance, up-keeping and renovation of existing and proposed flower beds by digging, removal of rubbish and undesired vegetation, mixing of soil with manure, replacement and plantation of plants with approved seasonal and perennial flower plants and saplings, trimming and manuring of plants as directed, cleaning of pond, sweeping & brooming and related areas as directed. All activities such as dweeding, forking the bed, top dressing with sludge or manure, mixing the same, raking the ground, mixing of earth, sand & manure, levelling and smoothing the ground and landscaping as per design and as directed including disposal of garbage /waste to the specified garbage bins inside NML Campus as directed. (Manure, good earth, sand and flower plants will be paid seperately. Area of flower beds in the NML Main Campus and Director's Bungalow = 836 Sqm.)	Per month	12.0		

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Item No.	Description of work	Unit	Qty.	Rate (Rs)	Amount (Rs)
2.b	Maintenance, upkeeping and renovation of nursery by digging, removal of rubbish and undesired vegetation, mixing of soil with manure, soil preparation, replacement and plantation of plants with approved seasonal flower plants and seedlings/saplings, as directed, cleaning, sweeping, upkeep of nursery and related areas as directed. All activities related to nursery such as dweeding, forking the ground, top dressing with sludge or manure, mixing the same, raking the ground, mixing of earth, sand, cow dung, compost, fertilizer, etc. as directed including disposal of garbages/ waste to the specified garbage bins inside NML Campus as directed. (Manure, good earth, fertilizer, sand and flower plants/seeds will be paid seperately)	Per month	12.0		
2.c	Shifting and maintenance of flower pots inside of buildings in different places, with maintaining indoor plants/ decorative plants, watering, pruning of plants/shrubs including disposal of waste complete as directed.	Per month	12.0		
3..	Cutting of bushes, wild grass, maintenance of hedge with trimming/ cutting of trees, uprooting of bushes, unwanted plants and disposal of garbage / waste / tree branches, mowing by Powered Hand Bush Cutter (to be supplied by Contractor in good working condition) as directed. This work includes plantation of plants with approved flowers/ decorative plants with spreading of manure and good earth, watering as per requirement and as directed at LSFT and Mg. Pilot Plant areas of NML.	Per month	12.0		
4	Supply of materials,pots,fertiziers,pesticides,flower seeds and flower plants of approved quality at site as directed by the Engineer-in-charge.				
I	MATERIALS				
a	Good Earth	cum	105.0		
b	Fine sand	cum	30.0		
c	Manure (Cowdung)	cum	70.0		
d	Vermi Compost (Kachuva khadh)	kg	150.0		
e	Red Oxide colour (dust)	Kg	20.0		
II	POTS				
a	Earthen Pots 100 mm dia	Each	100.0		
b	150mm dia with base 100mm	Each	100.0		
c	200mm dia with base 150mm	Each	260.0		
d	250mm dia with base 200mm	Each	260.0		
e	300mm dia with base 250mm	Each	100.0		
f	Earthen Chili Pots 300 with base 225 mm	Each	80.0		
g	Bonsai Pot (300 mmX450 mm)	Each	20.0		
III	PESTICIDES/FERTILIZERS				
i	Mastered oil cake (Gota)	Kg	90.0		
ii	Nim oil cake (Gota)	Kg	60.0		
iii	Bone Meal	Kg	40.0		
iv	Fish Meal	Kg	100.0		

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Item No.	Description of work	Unit	Qty.	Rate (Rs)	Amount (Rs)
v	NUVAN pesticide	Pack of 250ml	4.0		
vi	Super killer	Pack of 250ml	5.0		
vii	Potash	Kg	60.0		
viii	D A Phosphate	Kg	120.0		
ix	Urea	Kg	90.0		
x	Rose mixture	Kg	6.0		
xi	Rootex	Pack of 30 gm	10.0		
xii	Thymet	Kg	30.0		
xiii	OZONE medecine	1000 ml pack	1.0		
xiv	Lime powder	Kg	20.0		
xv	Roger	Pack of 250ml	6.0		
xvi	Miraculan	Pack of 100ml	15.0		
xvii	Carbandazin	Pack of 100 gm	12.0		
xviii	Mitigate	packof 100ml	6.0		
xix	TOTAL	pack of 100ml	2.0		
xx	Dhazyme gold	pack of 100ml	6.0		
xxi	Sonata	pack of 100ml	3.0		
xxii	Media	pack of 50ml	4.0		
xxiii	Blitox	pack of 500 gm	4.0		
xxiv	Indofil M45	pack of 100ml	6.0		

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Item No.	Description of work	Unit	Qty.	Rate (Rs)	Amount (Rs)
xxv	Super phosphate	kg	50.0		
xxvi	Amunium sulphate	kg	20.0		
xxvii	Hornmeal	kg	20.0		
xxviii	Nim oil	pack of 500 ml	2.0		
xxix	Calcium	kg	15.0		
xxx	Shuphala	kg	20.0		
xxxi	Dhanpreet	pack of 20 gm	4.0		
xxxii	NPK 20:20:20	pack of 1 kg	2.0		
xxxiii	NPK 12:61:0	pack of 1 kg	2.0		
xxxiv	SIXER	pack of 100 gm	4.0		
xxxv	Nitrobenzene (Flower king)	pack of 100 ml	4.0		
IV	<u>FLOWER SEEDS V.D. Parekh (flower seed- Hybrid)</u>				
	SUMMER SEASON				
i	Sunflower (Big Smile) (Flower seed- Hybrid)	Pack of 1000 seed	4.0		
ii	Coleus (Dragon black) (Flower seed- Hybrid)	Pack of 1000 seed	1.0		
iii	Vinka - Victory (Flower seed- Hybrid)	Pack of 1000 seed	2.0		
iv	Cosmos - Sulphurus (Ladybird 10 GM) (Flower seed- Hybrid)	Pack of 1000 seed	2.0		
v	ZINNIA (Crystal) (Flower seed- Hybrid)	Pack of 1000 seed	3.0		
vi	Rudbeckia (Maya) (Flower seed- Hybrid)	Pack of 1000 seed	2.0		
vii	Cineraria (New Look) (Flower seed- Hybrid)	Pack of 1000 seed	2.0		

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Item No.	Description of work	Unit	Qty.	Rate (Rs)	Amount (Rs)
	RAINY SEASON- V.D. Parekh (flower seed- Hybrid)				
viii	Balsam seed (Colour parade mix.) (Flower seed- Hybrid)	Pack of 1000 seed	2.0		
ix	Celosia, Cristata (Amigo Mix.) (Flower seed- Hybrid)	Pack of 1000 seed	2.0		
	WINTER SEASON- V.D. Parekh (flower seed- Hybrid)				
x	Petunia Double Multi (Bonanza) (Flower seed- Hybrid)	Pack of 1000 seed	2.0		
xi	Petunia single - (F1 Dabby series)	Pack of 1000 seed	2.0		
xii	Petunia Grandiflora (Hulahoop) (Flower seed- Hybrid)	Pack of 1000 seed	2.0		
xiii	Petunia Multiflora (Carpet) (Flower seed- Hybrid)	Pack of 1000 seed	2.0		
xiv	Aster - (Meteor) (Flower seed- Hybrid)	Pack of 1000 seed	3.0		
xv	Calendula - (Touch of red) (Flower seed- Hybrid)	Pack of 2000 seed	2.0		
xvi	Candytuft - (Iberis) (Tahoe) (Flower seed- Hybrid)	Pack of 1000 seed	1.0		
xvii	ANTIRRHINUM- - (Liberty Classic) (Flower seed- Hybrid)	Pack of 1000 seed	1.0		
xviii	PANSY (Giant Forerunner) (Flower seed- Hybrid)	Pack of 1000 seed	1.0		
xix	PANSY (XF2 Padparadja) (Flower seed- Hybrid)	Pack of 1000 seed	1.0		
xx	PHLOX-(Ethnie) (Flower seed- Hybrid)	Pack of 1000 seed	1.0		
xxi	Gazania (Talent) (Flower seed- Hybrid)	Pack of 1000 seed	1.0		

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Item No.	Description of work	Unit	Qty.	Rate (Rs)	Amount (Rs)
xxii	SALVIA, Splendens (Scarlet King) (Flower seed- Hybrid)	Pack of 1000 seed	3.0		
xxiii	SALVIA, Splendens (Vista) (Flower seed- Hybrid)	Pack of 1000 seed	2.0		
xxiv	VERBENA (Imagination) (Flower seed- Hybrid)	Pack of 1000 seed	1.0		
xxv	Begonia, Semperflorens (Super Olympia) (Flower seed- Hybrid)	Pack of 1000 seed	1.0		
xxvi	MARIGOLD, African (Perfection) (Flower seed- Hybrid)	Pack of 1000 seed	2.0		
xxvii	MARIGOLD, African (Taishan) (Flower seed- Hybrid)	Pack of 1000 seed	2.0		
xxviii	MARIGOLD french (Boy O Boy Mix.) (Flower seed- Hybrid)	Pack of 1000 seed	3.0		
xxix	MARIGOLD french (Durango) (Flower seed- Hybrid)	Pack of 1000 seed	1.0		
xxx	DIANTHUS (Ideal) (Flower seed- Hybrid)	Pack of 1000 seed	1.0		
xxxi	DIANTHUS (Telstar) (Flower seed- Hybrid)	Pack of 1000 seed	1.0		
<u>v</u>	FLOWER PLANTS (As approved quality)				
i	Bagon Vellia	each	30.0		
ii	Champa	each	2.0		
iii	Sunflower	each	2000.0		
iv	Venika	each	400.0		
v	Gladiolus	each	50.0		
vi	Inca/Marigold	each	1000.0		
vii	Marigold/ French	each	1500.0		
viii	Zinnia	each	200.0		
ix	Croton (Broadleaf)	each	30.0		
x	Rud vekia	each	300.0		

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Item No.	Description of work	Unit	Qty.	Rate (Rs)	Amount (Rs)
xi	Gaphenia (Golmuki)	each	100.0		
xii	Palm Tree	each	20.0		
xiii	Kochia	each	500.0		
xiv	Jhau plant (Thuja)	each	10.0		
xv	Mursunda plant	each	10.0		
xvi	Pansetia plant Faireball/ single)	each	20.0		
xvii	Phlox	each	300.0		
xviii	Panzy plant	each	100.0		
xix	Aster plant	each	600.0		
xx	Dalia cutting plant	each	1000.0		
xxi	Dianthus plant	each	200.0		
xxii	Gazania	each	100.0		
xxiii	Pitunia	each	300.0		
xxiv	Salvia plant	each	1500.0		
xxv	Chandramali/ Snowball plant	each	500.0		
xxvi	Rose plant (Potted)	each	30.0		
xxvii	Kena plant drawft (Mix colour)	each	30.0		
xxviii	Colius (Mix. Spl.)	each	50.0		
xxix	Balsam mix colour	each	500.0		
5	White washing with lime to give an even shade (old work) two or more coats.	sqm	680.0		
6	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 10 cm including getting out and disposal of surplus excavated earth to the land fill area and outside of campus with all lead & lifts as per direction of EIC.All kinds of soil.	sqm	600.0		
7	Supplying labours (unskilled) for any unforeseen works related to horticulture and associated upkeeping activities as directed.	each	60.0		
				Total = Rs.	

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SPECIAL TERMS & CONDITIONS OF HORTICULTURE WORK

- 1 Contractor has to provide seasonal flower plan/schemes for main lab. and Director's bungalow before germination of seeds/purchase of seeds & plants.
- 2 Necessary tools, tackles will have to be arranged by the contractor .The Engineer-in-charge shall be contacted by the party for seasonal flower planting schemes or for any other technical advice. Party will arrange hybrid seasonal seeding, rooted, Chrysanthemum cuttings and rooted Dahlia cutting and get the approval for quality and type of varieties of the mentioned seeding from the authorized representative of Engineering Division. Watering of plants to be done on daily basis as required. Party will arrange bamboo stick (3000.0 nos. in different size at their own cost) and jute sutali for stacking of seasonal seedlings. The post should be colourfull all the time during the maintenance period.
- 3 Deployment of minimum 1 (one) no. powered Hand bush cutter & 1 (one) no. Lawn mover is essential in addition to hose pipe, sprinklers, wheel barrows, vans, trolleys and necessary tools & tackles.
- 4 Deduction will be made for non-deployment or partial deployment of powered hand bush cutter @ Rs 4000/- each per month & Lawn mover @ Rs 4000/-each per month. (non-deployment or partial deployment means implementing three or less times of gardening equipment for cleaning purpose).
- 5 All safety items (such as hand gloves, nose protector, safety shoes, helmet, belt, dresses, etc.) and precautionary measures should be taken up at site all the time by the contractor.
- 6 Contractor must ensure payment to labour as per minimum labour rate notification (Mali as unskilled and senior Mali as semiskilled labour).
- 7 Providing manpower on daily basis (Monday Saturday) as per given.

Item no.	Mali	Senior Mali
1(a)	1	-----
1(b)	1	-----
1(c)	1	-----
2(a)	2	-----
2(b)	-----	1
2(c)	1	-----
3	3	-----

Note:- All manpower will be deputed all days in every month except on Sunday. One Senior Mali and one Mali will be provided on every Sunday.

- 8 Deduction will be made for non-deployment of manpower @ twice of minimum labour wages per manday prevailing during execution of work, if not deputed as per scheduled manpower of above 'clause 7'.
- 9 Flower pots to be shifted from NML main campus to annual flower show ground at Jamshedpur and back to NML main campus after completion of flower show.

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ARTICLES OF AGREEMENT

This AGREEMENT made on this day of BETWEEN the Council of Scientific and Industrial Research, New Delhi, 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

hereinafter referred to as the 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 providing the " _____ " at National Metallurgical Laboratory, Jamshedpur which is a constituent unit of CSIR (hereinafter referred to as Lab./Instt.) and whereas the contractor has offered to provide the _____ on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered contractor under the provisiond of Contract Labour (Regulation and Abolition Act),1970 and has further represented that he is eligilble to get this contract and there is no legal or any other bar for him in this respect. And 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 therof to the CSIR. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS the NML CSIR has agreed to award the contract of work of _____ hereinafter mentioned as work assigned details of which are given at Annexure-A

AND WHEREAS the contractor has agreed & deposited to National Metallurgical Laboratory, Jamshedpur a security deposit of Rs _____.

In witness whereof the parties hereto have signed there present on the day, month and year herein above written.

For and on behalf of the contractor _____ For and on behalf of Employer _____

In the presence of

(1).....(2).....

In the presence of

(1).....(2).....

SIGNATURE OF THE CONTRACTOR WITH DATE AND SEAL .

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

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned the contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director of the Lab./Instt. or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Director of the Lab./Instt. for further streamlining their system. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Director of the Lab./Instt. or the officer designated by the Director in this respect from time to time.
3. That the Director of the Lab./Instt. or any other person authorised 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 in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the Lab./Instt./CSIR in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure-'A' as deemed fit by him in consultation with the Lab.
2. That for performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.

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3. That the contractor shall submit details, such as names, parentage, residential address, age etc. of the persons deployed by him in the premises of the Lab./Instt./CSIR. For the purpose of proper identification of the employees of the contractor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
5. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of contract labour (Regulation & Abolition) Act 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and/or any other Rules/regulations and/or statutes that may be applicable to them.
6. That the contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfil 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 of 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 be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorised officers of CSIR/Lab./Instt.
8. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the Lab./Instt./CSIR and shall on demand furnish copies of wages register/muster roll, etc. to the Lab./Instt. For having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of CSIR in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the



Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

9. That the contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at CSIR Lab./Instt. In their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.
10. The contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR.
11. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognised festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director of the Lab./Instt. a sum as may be claimed by Lab./Instt./CSIR.
12. The contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Lab./Instt. and ensure that no such person shall create any disruption/hindrance/problem of any nature in Lab./Instt. either explicitly or implicitly.
13. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/ damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

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14. The security will be refunded to the contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.
15. That the contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the contractor to CSIR on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.
16. The contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

C. NML/CSIR'S OBLIGATIONS

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid on monthly basis. Such payment shall be made by the 10th day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by Lab./Instt. in this regard.
2. That the aforesaid lump sum amount has been agreed to be paid by CSIR to the contractor.
3. That payment on account of enhancement/escalation 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.

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 authorised by the Director of the Lab in this behalf, penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

E. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f _____ and shall remain in force for a period of 12 months. This contract 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.
 - (iii) Losses suffered by NML due to lapses on the part of the contractor and his personnel.
 - (c) On contractor being declared insolvent by competent Court of Law.

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

F. ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to DGCSIR or his nominee.
2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person

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to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

3. The Arbitrator may give interim award (s) and/or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act., 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. The contractor shall have to provide efficient services to complete the cleaning job.
2. The workers engaged should have good knowledge and experience in cleaning toilets, bathrooms, marble floors, mirrors, glasses etc.
3. The contractor shall engage trained, loyal and honest workers for the cleaning work. The services have to be done with utmost care, diligently and without causing any damage to the properties of NML.
4. Any loss sustained by NML by way of damages to the properties i.e. equipment, fittings, fixtures, furniture or instruments due to negligence or carelessness by the contractor or his workmen shall be to the account of contractor, the assessed value of the damage shall be deducted from his monthly bills. The decision of the Director, NML in this regard shall be final and binding.
5. All the material required for cleaning work will be provided by the laboratory. The successful tenderer has to submit a list of materials and their quantity.
6. The workers engaged for cleaning work shall strictly follow the security procedures of the laboratory in vogue while they are inside the NML premises.
7. The workers engaged on cleaning work at NML by the contractor should not be changed or dropped frequently by him except on valid reasons.
8. The workers engaged by the contractor are contractor's employees only and as such they have no right explicitly or implicitly to claim any compensation or regular appointment/absorption in NML whatsoever.
9. The payment will be made strictly as per the attendance subject to satisfactory services marked by the contractor and duly certified by the representative of NML.
10. The contractor should obtain necessary licence either from the Asstt. Labour Commission (Central) or the State in the manner directed by the NML within one month from the date of award of work and submit a copy of the same to the laboratory failing which the contractor will not be allowed to execute the work in the premises of NML.
11. Income Tax will be deducted at source from the monthly bills of the contractor as per I.T. Act.
12. The selected contractor shall execute an agreement with NML (CSIR) within ten days from the date of intimation failing which the EMD amount deposited by him will be forfeited.

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13. That on taking over the responsibility of cleaning arrangements, the contractor shall formulate the mechanism and duty assignment of cleaning personnel as directed by the representative of Engineering Division of the lab. or any other person deputed by The Director, NML.
14. That the Director, NML or any other person authorised by the Director shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
15. 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 indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Lab. in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the Lab. In case of any of the aforesaid acts on the part of the said person.

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