



**CSIR-NATIONAL METALLURGICAL LABORATORY
JAMSHEDPUR-831007**



No.No.CSIR-NML-1(PW)/22-E.III

Dated : 10-02-2023

NOTICE INVITING TENDER

Tender through GeM (Government e-Market Place) is invited by the Director, CSIR-NML, Jamshedpur for **"ANNUAL CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF MANPOWER UNDER VARIOUS PROJECTS RELATED WORK AT CSIR-NML, JAMSHEDPUR"** from Registered Contractors holding valid Labour license under Contract Labour (Regulation and Abolition) Act, 1970. Contractors who have successfully completed minimum one/ two/ three similar works each of single value amounting to 80%/50%/40% of the estimated bid value respectively or above during the last three years in CSIR Labs./Inst./Govt. Organizations/Public Sector Undertakings, Central or State Govt organisations/ autonomous bodies/Public Listed Company can only participate in the tender. The contractor shall provide different Categories of Laborer (i.e. Skilled, Semi-Skilled, Un-Skilled, Skilled and Highly skilled) to CSIR-NML, Jamshedpur as per the requirement from time to time. The number of labours required may vary from time to time depending upon the need and so also the number of days in a month as per requirement and as admissible under the rule. Before submitting the tender, the bidder should inspect the site/location, nature of work, working conditions and movement of laborer, etc. No claim whatsoever will be entertained for any ignorance or otherwise under any circumstances after the award of the contract.

SINo.	Name of work	Estimated Bid value(in Rs.)	EMD (in Rs.)	Duration of work
1	Annual Contract for providing different category of MANPOWER under various Project related work AT CSIR-NML, JAMSHEDPUR. Bid availability on GeM (Govt. e Marketplace): Manpower Outsourcing Services - Minimum wage.	Rs. 2,20,000,00.00	Rs. 4,40,000.00	12 (Twelve) Months
		As specified on GeM portal.		
		Bid Publish date		
		Bid End date		
		Technical Bid Open Date		
		Bid life cycle (from the date of publish)		
		Bid offer validity		

Tender document can be seen in the website <https://gem.gov.in>. The EMD of Rs. 4,40,000/- in the form of A/C payee separate demand draft from any scheduled Bank should be drawn in favour of the Director, NML, Jamshedpur payable at Jamshedpur. The Director, CSIR-NML, Jamshedpur reserves the right to accept or reject any tender in part/full or to split order without assigning any reason or to annul the tender process at any stage or split the order without assigning any reasons thereof.

Sd/-

ADMINISTRATIVE OFFICER

(Handwritten signatures)



No.No.CSIR-NML-1(MC)/22-E.III

Dated : 10-02-2023

DETAILS OF TENDER

Tender through GeM (Government e-Market Place) is invited by the Director, CSIR-NML, Jamshedpur for the work of **"ANNUAL CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF MANPOWER UNDER VARIOUS PROJECTS RELATED WORK AT CSIR-NML, JAMSHEDPUR"** from Registered Contractors holding valid Labour license as applicable under Contract Labour (Regulation and Abolition) Act, 1970. Estimated cost of the work is Rs. 2,20,00,000/- (Rupees Two Crore twenty Lakhs Only).

Registered Contractors who have successfully completed minimum one/ two/ three similar works each of single value amounting to 80%/50%/40% of the estimated bid value respectively or above during the last three years in CSIR Labs./Inst./Govt. Organizations/Public Sector Undertakings, Central or State Govt. organisations/ autonomous bodies/ Public Listed Company and meeting the following eligibility criteria only need to apply.

A. ELIGIBILITY CRITERIA :

1. Must possess valid Labour license under Contract Labour(Regulation& Abolition) Act, 1970
2. Valid registration certificate issued by the appropriate Authority to carry out such business.
3. Must have registered with EPFO, ESIC, PAN and GST Authorities with allotted registration/code numbers.
4. Must not have been blacklisted by any Government/State Government/ Central or State Autonomous Bodies/Organizations/CSIR or any of its Laboratories/Institutes/ Public Listed Company as on the date of submission of the bid.
5. Must have successfully carried out/executed/completed following similar work during the last three (3) years ending the last day of March of the previous year:
 - (a) Three similar completed works each costing not less than the amount equal to Rs.88,00,000/-, i.e. 40% of the Estimated cost of work OR

[Handwritten signatures]

(b) Two similar completed works each costing not less than the amount equal to Rs.1,10,00,000/-, i.e. 50% of the Estimated cost of work OR

(c) One similar completed work each costing not less than the amount equal to Rs.1,76,00,000/-, i.e. 80% of the Estimated cost of work.

'Similar work' means the execution of manpower contract/providing manpower etc., and must produce a successful completion certificate in r/o work done from the clients, and the work done certificate should mention details of work executed, the date of commencement and date of completion of the work and the gross value of the completed work/work done.

6. The prospective bidder must have his office/Branch office in Jharkhand or in the boundary states of Jharkhand.

Documents to be submitted:

Bidders meeting the 'ELIGIBILITY CRITERIA' may submit their bid with the following details, failing which the technical bid shall be treated as incomplete and will be summarily rejected :

(i) Self attested copy of valid registration certificate issued by the appropriate Authority to carry out such business.

(ii) Copy of valid labour license.

(iii) Self attested copy of registration with ESI Authority.

(iv) Self Attested copy of registration with EPF Authority.

(v) Self attested copy of registration with GST Authority.

(vi) Self attested copy of PAN

(vii) An undertaking that the Agency/Contractor has not been blacklisted by any Government/Semi Government Departments/Autonomous Bodies/Organizations/CSIR or any of its Laboratories/Institutes as on the date of submission of the bid.

(viii) Self attested copies of work/contract details.

(ix) Satisfactory completion certificate issued by concerned Organization/Departments as per Sl. No.6 of the 'ELIGIBILITY CRITERIA'.

(x) Bidders who claim that they are exempted from paying Earnest Money Deposit must submit a copy of valid documents in this regard.

(xi) Agency registered under MSME must submit copies of MSME certificate.

(xii) Duly filled in Annexures in prescribed format from Annexure-I to Annexure-IX.

(xiv) List with complete address including contact No. and e-mail ID of Office/Branch Offices situated in Jharkhand or in the boundary states of Jharkhand.

Note: Kindly upload documents mentioned at (i) to (xiv) above as a single scanned document.

The Technical bid may be submitted duly supported by the above documents. The Technical bid as submitted will be evaluated by a committee as constituted by the Competent Authority of CSIR-NML. The committee will declare the bidders successful in technical bids as per the criteria as mentioned above besides any other objective criteria as adopted by them. If any clarification is sought from any bidder, they must submit the required clarification within due date through GeM.

Bids without required documents or not meeting the eligibility criteria will be treated as ineligible bids and their price bid will not be taken into consideration.

The Bidder shall intimate the names of persons who are working with him/her in any capacity or subsequently employed by him/her and who are relatives as mentioned below. In case any of his/her relative is working in CSIR or CSIR-NML, he/she has to intimate prior to submission of his/her bid and seek prior permission to participate in the tender process.

NOTE : A person shall be deemed to be relative of another if, and only, (a) they are members of a Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to 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 Wife, Son's Daughter, Son's Daughter's Husband, Daughter's Husband, Daughter's Son, Daughter's Son's Wife, Daughter's Husband, Brother (including step brother), Brother's Wife, Sister (including step sister), Sister's Husband.

Canvassing in any form is prohibited and the tender submitted by the Agency/Contractor, who resorts to canvassing may be liable for rejection.

SCOPE OF WORK

The contractor shall provide different categories of Manpower (i.e. Un-skilled, Semi-skilled, Skilled & Highly Skilled) to CSIR-NML, Jamshedpur as per requirement from time to time. The number of labourers required will vary from time to time depending on the requirement. At present, the number of various categories of workers is approx. 109. Before submitting the tender, the tenderer should inspect the site/location, nature of work, working conditions and movement of the laborer, etc. No claim whatsoever will be entertained for any alleged ignorance or otherwise under any circumstances after the award of the contract.



etc. No claim whatsoever will be entertained for any alleged ignorance or otherwise under any circumstances after the award of the contract.

A supervisor must be deputed by the successful contractor/bidder at his/her own cost to facilitate day to day requirement between contractor/bidder and CSIR-NML, Jamshedpur.

TERMS AND CONDITIONS

1.0. Tender through GeM (Government e-Market Place) is invited by the Director, CSIR-NML, Jamshedpur for the work of "**ANNUAL CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF MANPOWER UNDER VARIOUS PROJECTS RELATED WORK AT CSIR-NML, JAMSHEDPUR**" from Registered Contractors holding valid Labour license as applicable under Contract Labour (Regulation and Abolition) Act, 1970. Contractors who have successfully completed minimum of one/ two/ three similar works each of single value amounting to 80%/50%/40% of the Estimated bid value respectively or above during the last three years to CSIR Labs./Inst./Govt. Organizations/Public Sector Undertakings, Central or State Govt. organisations/ autonomous bodies/Public Listed Company can only participate in the tender. The contractor shall provide different Category of Laborers i.e. Skilled, Semi-Skilled, Un-Skilled, Skilled and Highly skilled to CSIR-NML, Jamshedpur, as per the requirement from time to time. The number of labours required may vary from time to time depending on the need and so also the number of days in a month as per requirement and as admissible under the rule. Before submitting the tender, the tenderer should inspect the site/location, nature of work, working conditions and movement of laborer, etc. No claim whatsoever will be entertained for any ignorance or otherwise under any circumstances after the award of the contract.

2.0. Estimated bid value is Rs. 2,20,00,000/- (Rupees Two Crore twenty Lakhs Only).

3.0 **The contract will be initially for a period of ONE YEAR.** However, the first three months will be treated as a trial period, and if the performance of the contractor is found satisfactory during the period, the contract will be continued for the full year including the first three months of the trial period, otherwise the same will be terminated with due notice of two months' time. If the services of the contractor are found to be satisfactory during his term of the agreement, the same can be extended for another period of **one year** after the expiry of the initial contract of one year with same terms & conditions. If at any time during the term of contract, the services of the contractor are found to be not satisfactory, his contract will be terminated even before expiry of the term after serving a notice of two months' time.

4.0 While quoting the amount or service charge, the Contractor must keep in mind that all materials required for the work will be provided by the Institute. Contractor has to arrange only workers of different categories depending upon the nature of work.

4.1 The Contractor shall be liable for payment of Minimum wage as notified by Govt. of India, EPF, ESI, minimum Bonus to their personnel. He shall issue wage slip every



by him to the appropriate authority. The monthly reimbursement towards wages paid to Workers, GST, EPF & ESI in respect of workers deployed at CSIR-NML will be reimbursed to the contractor after submitting proof of depositing the same before the appropriate authority. The proof of deposit in this regard should be in respect of the workers deployed at CSIR-NML and should not be clubbed together with other departments/organizations where the contractor is having similar contracts. The contractor should produce the original challans for verification regarding GST, EPF & ESI reimbursement. The contractor should also submit copies of electronic returns as submitted for GST, EPF & ESI through online. The payment of Minimum wage will be made on the basis of actual working days in the month.

4.2 The Contractor shall particularly abide by the provisions of the Minimum Wages Act, 1948 with Rule 1950 framed there-under, as amended from time to time. The Contractor shall pay monthly wages to his workers at not below the rate of minimum wages fixed by the Central Government.

4.3 The wages to the workers deployed by the contractor shall be disbursed by the contractor himself or his nominee by the 7th of every month through online transfer directly to the worker's account. The wages paid, ESI, EPF, GST etc. deposited to concerned authorities will be reimbursed to the contractor.

4.4 In addition to the minimum wages of the engaged manpower as per Central Govt. minimum wages Act as amended from time to time applicable in Jamshedpur plus service charge as quoted by the LQ1 bidder; Other statutory charges like EPF, ESI, Bonus, and GST shall be reimbursed on production of proof of payment of the same from the appropriate statutory authority.

4.5 The successful bidder shall provide the following categories of workers as per requirement. The tentative numbers/requirement of manpower are indicated below.
Un-skilled workers - 39 Numbers Semi-skilled workers - 33 Numbers Skilled workers - 34 Numbers Highly skilled - 03 Numbers.

4.6 All the contents of this tender, including Scope of Work, Terms and conditions, Annexure-I to Annexure-IX will form part of the Agreement.

4.7 The L-1 shall be decided keeping in view the component of service charge after complying with all labour statutory related laws. In case of tie in the service charge, the criteria for the final decision shall be taken based on the total annual turnover of the contractor/agency during last three financial years or as per provisions in GeM. The percentage of service charge shall remain firm during the contract period. The contract value may increase or decrease depending upon the actual number of manpower deployed as per requirement on monthly basis. The bidder should take into account various statutory deductions like TDS, GST TDS, other incidental charges, fee for the license, enrolment of workers in EPF, ESIC, etc, maintenance of various registers, procurement of stationery, and other provisions, etc. before quoting its amount.

4.8 The Integrity Pact (IP), if applicable, shall form part of the contract. The Buyer and Seller are bound by its provisions. A person /partners of a joint venture signing



the Integrity Pact, if applicable, shall not approach courts while representing the matters to the Independent External Monitor (IEM) and he/she will await the decision of the IEM in the matter.

5.0 INDEMNIFICATION

5.1 The contractor shall keep the CSIR-NML/CSIR indemnified against all claims whatsoever in respect of the employees deployed by him. In case any employee of the contractor so deployed enters into any dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case CSIR-NML is made the party and is supposed to contest the case, the actual expenses incurred towards Counsel fee and other expenses shall be reimbursed from the Contractor/Contractor's bill. The contractor shall pay it in advance to CSIR-NML/CSIR on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR-NML/CSIR in this respect and shall keep CSIR-NML/CSIR indemnified.

5.2 The contractor shall further keep the CSIR-NML/CSIR indemnified against any loss or damage to the CSIR-NML/CSIR property and assets. The CSIR-NML/CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under the contract.

6.0 **AGREEMENT:** The Contract agreement is to be signed by the contractor before the commencement of the work. The pro-forma of agreement attached in Annexure-IX is placed here for information.

7.0 CONTRACTOR'S OBLIGATIONS

7.1 The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 from the appropriate Labour Authority (Central)/Asstt. Labour Commissioner (Central), Chaibasa, Jharkhand before the commencement of work and continue to have the same till completion of the contract. The contractor shall also maintain all statutory records/ registers as may be required from time to time under the said Act, and furnish the same for verification by the Employer/Labour Authority as and when required. The Contractor shall also abide by the provisions of the /Child Labour (Provision and Regulation) Act, 1986 and will not employ any labour below the age 18 years.

7.2 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 CSIR-NML/CSIR shall accrue/arise implicitly or explicitly.

7.3 Earnest money will be forfeited if the contractor fails to commence the work as per letter of award.



7.4 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 CSIR-NML/CSIR in this respect. Further, the contractor shall immediately replace the said person on demand of the Director, CSIR-NML in case of any of the aforesaid acts.

7.5 The contractor shall ensure that the persons are punctual and disciplined in performance of their duties. It is further agreed that he shall engage medically and physically fit persons but not below the age of 18 years and maximum age as per Guidelines issued by Government of India under various labour Acts and amended from time to time.

7.6 The Contractor shall at his own cost, if required, take necessary insurance cover in respect of the persons employed for the aforesaid services at CSIR- NML 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; The Payment of Bonus Act,1965; The Minimum Wages Act,1948; Employer's Liability Act, 1938; Employment of Children Act, 1938 and/or any other rules/regulations and/or statutes that may be applicable to them and shall further keep the CSIR-NML 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 provision. Contractor's failure to fulfill any of the obligations under the said Acts, rules/regulations and/or any bye-laws or rules framed under any of these, CSIR-NML/CSIR shall be entitled to recover any such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from his payments.

7.7 The contractor shall submit the proof for payment of Wages, depositing/paying the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR-NML premises in their respective names while submitting the bill for reimbursement. In case the contractor fails to do so, the amount claimed will be withheld till submission of required documents.

7.8 Payment on account of enhancement due to revision in Minimum Wages and Tax by the appropriate Authority from time to time shall be payable by the CSIR-NML to the contractor.

7.9 The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of life and property of CSIR-NML/CSIR.

8.0 The contractor shall deploy his persons on all actual working days in a month in such a way that they may get weekly rest. The working hours/leave for 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 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, NML, Jamshedpur, a sum as may be claimed by thereof.

8.1 The contractor, who does not have his/her own Office in Jharkhand, is required to set up an office in Jharkhand, if possible, to liaise with CSIR-NML Officials.

8.2 **INCOME TAX AND GST TDS**

Income Tax at applicable rate will be deducted from the total sum paid against the monthly bill of the Contractor and any other arrear dues paid separately. Apart from Income Tax, GST TDS shall be deducted as per the applicable rate.

8.3 **PERFORMANCE SECURITY DEPOSIT (PSD)**

The successful bidder who will be awarded the contract has to furnish PSD for an amount equivalent to 3% of the **Estimated bid** value of the work drawn in favour of the Director, CSIR-NML, Jamshedpur within 7 days from the date of issue of award letter as Performance Security Deposit. The Performance Security shall remain valid for a period of sixty days or as specified in GeM beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

8.4 **PENALTIES/LIABILITIES**

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 Performance Security Deposit (PSD) will be forfeited and further, the work may be got done from another agency at the risk and cost of the bidder whose PSD is forfeited. In case, the contractor violates any of the terms and conditions of the agreement or commits any fault or their services are not to the entire satisfaction of the Director, CSIR-NML or the officer authorized by the Director of the Laboratory on his 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. The Performance Security shall be liable to be forfeited or appropriated or invoked in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the Laboratory 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.

9.0 TERMINATION OF CONTRACT

9.1 The contract shall be terminated on any of the following contingencies:-

a. on the expiry of the contract period as stated above; or on the expiry of the extension of time granted by the Competent Authority, whichever is later.

b. By giving two month's notice by CSIR-NML/CSIR on account of :

i). committing a breach of contract or any of the terms and conditions of the agreement;

ii). Assigning the contract or any part thereof to any sub- contractor by the contractor without written permission of the Director, CSIR-NML.

iii) On contractor being declared insolvent by the Court of Law.

9.2 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.

9.3 It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract and ensure that no person creates any disruption/hindrance/problem of any nature for the CSIR-NML/CSIR.

10.0 ARBITRATION

10.1 In the event of any question, dispute/difference arising under the contract or agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement), the same shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi and the award of the Arbitrator shall be final and binding on the parties.

11.0 VALIDITY OF TENDER

11.1 Tenders submitted by the Contractor shall remain valid for 80 days from the date of opening of tender for the purpose of acceptance and award of work or as per GeM Terms & Conditions and validity beyond 80 days from the date of opening shall be by mutual consent. The Director, NML, Jamshedpur is not bound to accept the lowest tender or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reasons and the Tenderer shall be bound to comply with the same at the rates quoted. The Director, CSIR-NML, Jamshedpur reserves the right to accept or reject any or all the tenders/offers.



**CSIR-NATIONAL METALLURGICAL LABORATORY
JAMSHEDPUR-831007**



ANNEXURE -I

DECLARATOIN BY THE BIDDER FOR CODE OF INTEGRITY AND CONFLICT OF INTEREST

Ref. No: _____

Date _____

To,

The Director,

CSIR-National Metallurgical laboratory

Burmamines, Jamshedpur-831007.

Sir,

With reference to your GeM Bid No. _____ dated _____ I/We hereby declare that we shall abide by the Integrity Pact (IP) for Public Procurement as mentioned in Annexure-II of the Bid document and have no conflict of interest. The details of any previous transgressions of Integrity Pact with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

a

b

c

I/We undertake that I/we shall be liable for any punitive action in case of transgression/ contravention of this IP.

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal



ANNEXURE –II

Bid-Securing Declaration Form
(to be submitted on Bidder's Official letterhead)

Date: _____
Bid No. _____

To
The Director,
CSIR-National Metallurgical Laboratory
Jamshedpur – 831007 (Jaharkhand)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

PARTICULARS OF THE BIDDER

1. Name of the firm/Agency/Contractor -
2. Full address, Telephone No.& Email ID -
3. Agency Registration No. -
4. Details of registration with appropriate Labour Commissioner
 - (a) State: -
 - (b) Central: -
5. Registration details with:
 - (a) Regional Provident Fund Commissioner - for EPF
 - (b) Regional Commissioner of ESI authorities -
6. GST Registration Number -
7. Firm's/Agency's profile -
8. Firms/agency's capability in terms of:
 - (a) Manpower
 - (b) Financial Status
9. Experience / details of similar work-
and satisfactory completion certificate
issued by clients (last three years)
10. Have your agency/firm been blacklisted by any -
Government Department / Autonomous bodies/
CSIR or any of its laboratories/Institutes as on
the date of submission of the bid.

SIGNATURE OF THE BIDDER WITH STAMP



DECLARATION BY THE BIDDER

I/We _____ have read all
the terms and conditions of this tender document and fully agree to the same.

SIGNATURE OF BIDDER WITH STAMP

  

ANNUAL TURNOVER

UDIN No.*	
Annual Turnover during last three financial (Minimum Average Annual Turn Over is Rs. 5.00 Crore.)	
Annual Turnover	Amount (in Rs.) in figure and in words
YEAR 2019-20*	
YEAR 2020-21*	
YEAR 2021-22*	

* Turnover certificate for the above three years by a Chartered Accountant to be submitted.

* Please mention the UDIN No.

I hereby declare that the above statement is correct to the best of my knowledge. Further, I understand that during verification of documents, if any statement/above information is found incorrect, I shall forfeit any claim for bid.

SIGNATURE OF THE BIDDER WITH STAMP



Handwritten signature and stamp area.

General Instructions

1. Persons engaged for job contract work by the contractor should not cause any obstruction to the office work. They should be cordial, polite and well behaved.
2. CSIR-NML will have full right to direct the Security Personal to check, search or examine any or all the employees, agents or representatives of the Contractor and their belongings, while entering / leaving the premises, if felt necessary, with the help of police.
3. The contractor along with his agent, representative or employee will be allowed to enter into the premises for the purpose of rendering the said service.
4. All the employees of the contractor shall wear identity card for identification supplied by the contractor free of cost, wherever on duty in the premises. In the event of an employee found on duty without wearing Id. Card, half of his wages for the day shall be deducted (such amount shall be deducted by CSIR-NML from the amount payable to the contractor).
5. Bidder should note that different firms / agencies having common partners / directors are not permitted to quote for more than one tender offer from any of such firms.
6. The employees of the Contractors shall not be allowed to remain in the building, beyond their duty hours.
7. The contractor shall be responsible to engage the required number of workers, who shall be medically fit. They should be free from all infections / diseases.
8. It shall be the responsibility of the Contractor to ensure that he pays his employees' wages not less than the minimum wages prescribed by the Government of India.
9. All the workers of the contractor will report for duty at a fixed point to be decided by the Director, CSIR-NML for their attendance. Appropriate records in reference to the above shall be maintained by the contractor at his own cost.
10. All the contract employees have to adhere to the laid down safety guidelines on the subject. Adequate precautions are to be exercised to prevent any kind of loss to men and materials. The contractor shall be directly responsible for any untoward consequences arising out of any such violation by his agency / staff.



11. The Contractor shall not collect any fees/charges in any form from his workers to be engaged by him under the scope of this contract and he shall also not deduct any other charges other than statutory charges as per rules from the wage. The Contractor shall ensure that each engaged worker has an EPF account and is issued with an ESI card within a month of engagement. Contractor shall abide by all existing laws including welfare laws ESI, EPF, Bonus, Income Tax, GST or any other extra tax levied by Govt., the Company Act. etc. and adopt all required welfare measures for his employees and discharge all his/her obligations concerning thereto. He shall furnish adequate proof to CSIR-NML in this regard. It is again clarified that all such responsibilities and obligations whether specified herein shall be the exclusive responsibility of the contractor.

12. Director, CSIR-NML, Jamshedpur reserves the right to ask the contractor to remove any employee deputed by him without assigning any reason / notice therefore.

ACCEPTANCE CERTIFICATE

I, _____ (Name of the contractor)
orM/s. _____
have read and accepted all the guidelines, terms and conditions for providing services at CSIR-NML, Jamshedpur.

(SIGNATURE OF THE TENDERER WITH RUBBER STAMP)





ANNEXURE – VIII

NAME OF WORK : "ANNUAL CONTRACT FOR PROVIDING DIFFERENT
CATEGORY OF MANPOWER UNDER VARIOUS
PROJECTS RELATED WORK AT CSIR-NML,
JAMSHEDPUR"

PROFORMA FOR EARNEST MONEY DEPOSIT DECLARATION

Whereas, I/We (Name of the Agency).....

Have submitted bids for (Name of the work)

I/We hereby submit the following declaration in lieu of submitting the Earnest Money Deposit.

(1) If, after the opening of tender/ bid open date, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender document. Or

(2) If, after the award of work, I/We fail to sign the contract, or to submit Performance Security Deposit before the deadline defined in the tender document.

I/We shall be suspended for one year and shall not be eligible to bid for CSIR-NML tenders from the date of issue of suspension order.

Signature of the Contractor(s)

SAMPLE AGREEMENT

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 Bhavan", Rafi Marg, New Delhi (hereinafter referred to as CSIR) of the ONE PART.

And

M/s _____ at _____
 _____ (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the CSIR is desirous of giving a work of **"ANNUAL CONTRACT FOR PROVIDING DIFFERENT CATEGORY OF MANPOWER UNDER VARIOUS PROJECTS RELATED WORK AT CSIR-NML, JAMSHEDPUR"** which is a constituent unit of CSIR (hereinafter referred to as Lab./Instt.) and whereas the Contractor has offered to provide **DIFFERENT CATEGORY OF MANPOWER UNDER VARIOUS PROJECTS RELATED WORK AT CSIR-NML, JAMSHEDPUR.**

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 the CSIR. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR has agreed to award the contract of work of PROVIDING DIFFERENT CATEGORY OF MANPOWER AT CSIR-NML, JAMSHEDPUR AND ITS PREMISES.

AND WHEREAS the contractor has agreed to furnish to the Lab./Instt. a Bank Guarantee for an amount equivalent to 3% of the **Estimated bid value** of the work



in favour of Director, CSIR-NML, Jamshedpur within 7 days from the date of issue of award letter as Performance Security Deposit.

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 providing different categories of manpower, the contractor shall formulate the mechanism and duty assignment in consultation with the Director of the Lab./Instt. or his nominee. Subsequently, the contractor shall review the duty/work assignment 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 I 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 checks on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.

4. The "Terms & Conditions" supplied with the Tender Documents, Integrity Pact (IP), if applicable, are a part of the agreement. Whenever the contract is extended the contractor should submit the revised Bank Guarantee.



5. 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 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./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 from time to time.

2. That for performing assigned work/duties, the contractor shall deploy medically and physically fit persons in eight hours shifts and as per the requirement of the job. The contractor shall ensure that the persons are punctual and disciplined in the performance of their duty.

3. That the contractor shall submit details of the 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 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 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 signatures 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.



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 and/or any other Rules/regulations and/or statutes that may be applicable to them 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 provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any byelaws 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, demands, loss or injury from the contractor's monthly payments.

6. That the contractor shall submit the proof of disbursement of wages to workers, having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR Lab/Instt. and its premises in their respective names before submitting the bill for reimbursement. In case the contractor fails to do so the amount claimed for reimbursement shall be withheld till submission of required documents.

7. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there under, as amended from time to time. The contractor shall pay monthly wages to his workers at the rate notified by the Appropriate Authority.

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

9. That the contractor shall make the payment of wages, etc. to the persons so deployed 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 unauthorized made, maintenance of wages book, wage slip, publications of the scale of wages, and terms of employments, inspection, and submission of periodical returns.

10. That the contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure the 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 the 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 Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they 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 wages of a particular month to the workers deployed by the contractor shall be disbursed by the contractor himself or his nominee by the 7th of the following month through online transfer directly to the workers account.

13. After payment of wages to the workers and depositing all statutory levies such as EPF, ESI, GST, etc., contractor shall submit the monthly bill for reimbursement at the earliest together with copies of all relevant documents as a



proof of payment. Monthly bill without relevant documents shall not be entertained and the Contractor shall be responsible for delay in reimbursement of monthly bill for such reasons.

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

15. The Security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance or 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 a breach of the agreement by the contractor.

16. The Security deposit shall be refunded to the contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

17. The Contractor shall depute a supervisor to facilitate day to day requirement between contractor/bidder and CSIR-NML, Jamshedpur.

C. CSIR'S OBLIGATIONS

1. That in consideration of the service rendered by the contractor as stated above, the contractor shall be reimbursed a lump sum calculated at the rate notified by the Appropriate Authority for the number of workers engaged plus the Service Charge quoted by him, statutory levies such as EPF, ESI, GST etc. on monthly basis. Such reimbursement shall be made within 10 working days on the basis of claim/bill 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 authority from time to time shall be payable by the CSIR to the contractor.

4. That the security deposit will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

D. INDEMNIFICATION

1. 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 will 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.

2. That 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.

E. 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 their risk and cost.

2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of the office authorized by the Director of the Lab on 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.

3. That 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 Laboratory/Institute on account of the failure or negligence of the workers deployed by him or in the event of a breach of the agreement by the Contractor.

F. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. _____ and shall remain in force for a period of one year. 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 two month's notice by CSIR on account of:

i) for committing breach by the contractor of any of the terms and conditions of this agreement.

ii) on 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.

The contractor shall remove all the persons, deployed by him, on termination of the contract, whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for Lab./Instt./CSIR.



G. ARBITRATION

1. In the event of any question, dispute/difference arising under the contract or agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement), the same shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi and the award of the Arbitrator shall be final and binding on the parties.

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

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

For and on behalf of the Contractor

WITNESS

1.

2.

