



CSIR-COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH
ANUSANDHAN BHAWAN, 2 RAFI MARG, NEW DELHI – 110001

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NOTICE INVITING TENDER

No.8(12)/4/2014-Gen.

Date:21/01/2017

Council of Scientific & Industrial Research, New Delhi is looking for a reputed agency holding valid labour license under the provision of Contract Labour (Regulation & Abolition Act, 1970) and registered with ESIC, EPF and Service Tax Authorities for supply of Manpower-

Sl. no.	Details of contractual Manpower	Approx No.
1	Highly Skilled (Graduate having one year Computer course Certificate)	10
2	Skilled (Graduate with one year experience in Computer Operation)	45
3	Semi Skilled (Matric)	20
4	Unskilled	45

Contractors with experience and presently providing services to Govt./Semi Govt./Autonomous Bodies/PSUs may submit their tenders in sealed covers addressed to Joint Secretary (Admn.),CSIR, 2 Rafi Marg, New Delhi-110001 in Two Bid format i.e. Technical Bid(Part I) & Financial Bid (Part II) as per details given below:-

Name of Work	Fee of tender document	EMD	Period of Contract	Estimated annual cost of work
Contract for providing Manpower-Highly-Skilled, Skilled, Semi-Skilled and Un-Skilled.	Rs.1000/- (Rs. One Thousand Only)	Rs. 4,32,000/- (Rs. Four Lakh Thirty Two Thousand Only)	12 Months	Rs. 2,16,00,000/- (Rs. Two Crore Sixteen Lakh Only)

Date for Sale of Tender Document : 21/01/2017- from (09.30am - 5.00pm)
except Saturday, Sunday, & holidays

Last date and time of submission of tenders : 13/02/2017 (02.30PM)

Date & Time of opening of technical bid :- 13/02/2017 (03:00 PM)

Date of opening of Financial Bid :-will be intimated later to the successful bidders who qualify technical bid

Details of NIT and complete tender documents are also available on CSIR website:- www.csir.res.in w.e.f 21/01/2017 . It can be downloaded and submitted along with tender cost of Rs1000/- in the form of DD/Banker's cheque in favour of the Joint Secretary(Admn.),CSIR payable at New Delhi in the technical bid envelope. Tender without tender cost will be summarily rejected.

Joint Secretary (Admin), CSIR reserves the right to reject any or all the tenders in part or in full or to reject all the tenders received without assigning any reasons thereof.

Deputy Secretary (CO)

A. DETAILED TERMS AND CONDITIONS(from page 2-5)

1. Sealed Tenders / Quotations are invited from the agencies holding valid licence under Contract Labour (R&A) Act, 1970 and registered with ESIC, EPF and Service Tax Authorities for award of job contract , for a period of approximately twelve months to provide about 110 Nos. in total (which may increase or decrease as per the actual requirements) of contractual manpower as under:

Sl. no.	Details of contractual Manpower	Approx No.
1	Highly Skilled (Graduate having one year Computer course Certificate)	10
2	Skilled (Matric but not Graduate with one year experience in Computer Operation)	45
3	Semi Skilled (Non Matric)	20
4	Unskilled	45

2. Tender should be submitted in two parts. Part – I should consist of all the technical details including the firm's previous experience, nature of work carried out, number of trained manpower provided for each work etc and other commercial points. It should be put in envelope A. Part-II should contain only the service charge in Financial Bid. It should be filled, signed and duly stamped put in envelope B . Envelope A(Technical bid) **should be superscribed as “Technical bid for providing Manpower – Highly-skilled, Skilled, Semi-skilled and Un-skilled at Council of Scientific & Industrial Research Hqrs.** while the envelope B (Financial bid) should be superscribed as **“Financial bid for providing Manpower: EMD** should be kept in a separate sealed cover superscribed as “EMD- Job Contract for providing Manpower”. All the three envelopes should be kept in a big single sealed cover superscribed as **Tender for providing Manpower – Highly-skilled, skilled, Semi- skilled and Un-skilled.**

The Financial bid of only those agencies will be opened, who qualify in the Technical bid and fulfill the Terms & Conditions.

3. The agencies are required to produce the proof of fulfilling all the specified conditions related to experience of work already done along with copies of Service Tax registration, valid Labour License issued by the appropriate authority under Contract Labour (Regulation & Abolition) Act, 1970 and ESIC, EPF, Service Tax registration while making request for issue of Tender Document.

4. The tenure of the contract will be for a period of twelve (12) months. However, the contract period may be extended by a maximum period of another one year on mutual agreement with existing terms & conditions subject to satisfactory performance of services.

5. The Tender Document may be obtained from the office of Section Officer (General Section),CSIR, New Delhi, during (09.30 AM to 05.00PM) on any working day from 21/01/2017 to 12/02/2017 (09.30AM -05.00PM) on payment of Rs. 1000/- (Rupees One Thousand only) (Non-refundable) by DD/Pay Order of scheduled bank drawn in favour of Joint Secretary (Admin), CSIR, Payable at New Delhi. The agencies that prefer to submit tenders by downloading the Tender Document from CSIR Website, are required to enclose the cost of Tender Document (DD / Pay Order) in a separate sealed envelope super scribed as “Tender Cost – Contract for Providing Manpower – Highly-skilled, Skilled, Semi-skilled, Un-skilled”.

6. Duly completed tenders will be received up to 13/02/2017 at 02.30PM and technical bid will be opened on the same day at 03.30PM in the office of Section Officer(General) Room No. 14, Council of Scientific & Industrial Research, Anusandhan Bhawan, New Delhi-110001 in the presence of bidder's

representatives. The tender should be submitted at TENDER BOX (at Reception), CSIR well before the date and time indicated above. Tenderers will sign the register maintained as proof of attendance. In case the tenders are sent by the Post these should be sent by Regd. Post/Speed Post addressed to the Joint Secretary (Admin), CSIR Hqrs., Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001. The agencies are to ensure that the tenders so posted should reach well in advance so as to reach before the closing date and time indicated above. CSIR will not be responsible for any postal delay. The late/delayed tenders, whether sent by post or delivered in person, will not be accepted.

7. Submission of EMD at 2% of the tender value (i.e. estimated cost), amounting to Rs. 4,32,000/- (Rs. Four Lakh Thirty Two Thousand Only) is mandatory for all tenders..The EMD should be submitted along with Tender(Technical Bid).The EMD is to be furnished only in the form of DD/Banker's cheque form any scheduled bank drawn in favour of **Joint Secretary (Admin), CSIR, Rafi Marg, New Delhi** payable at New Delhi. EMD in any other form including Cheque/Banker's Guarantee etc. will not be considered and hence will be accepted as invalid EMD. Tenders received without valid EMD will be summarily rejected. EMD submitted by unsuccessful/successful bidders will be returned after issuance of the contract / award letter and its acceptance by the successful bidder.

8. For due performance of his obligations under the contract, during the contract period, the successful tenderer shall have to deposit 10% of the contract value as Security Deposit, amounting to Rs. 21,60,000/- (Rs. Twenty one Lakh Sixty Thousand only), in the form of Bank Guarantee from any of the Nationalized Bank or in the form of DD from any of the scheduled bank in favour of the Joint Secretary (Admin), CSIR payable at New Delhi. After successful completion of the contract, the security deposit will be refunded to the Contractor after adjusting dues, if any, to the Council of Scientific & Industrial Research.

9. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left in between.

10. Canvassing in any form in connection with the tender is strictly prohibited. The agency resorting to canvassing will be liable for rejection on that ground alone.

11. The agency shall quote SERVICE CHARGE both in figures and words, failing which tender is liable to be rejected. On checking if differences found between the service charge rates quoted by the agency in service charge words and in figures, the rate mentioned in words will be considered.

12. The persons deployed by the contractor under this contract shall be the employees of contractor for all intents purposes and for future claim of wages etc. i.e. the persons so deployed shall remain under the control and supervision of the contractor. In no case, a relationship of employer and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.

13. Tenderer shall also intimate the name (s) of near relatives anywhere posted in CSIR & Sister Laboratories.

14. A person shall be deemed to be a relative of another if, and only if, (a) they are members of a Hindu undivided family; (b) they are husband & 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 son's son, Son's son's wife, Son's daughter, Son's daughter's son's wife, daughter's daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister) and Sister's husband.

15. The tender submitted shall remain valid for a period of 90 days from the date of opening for the purpose of acceptance and award of work. Extension of validity beyond 90 days shall be by the mutual consent.

16. The Earnest Money will be forfeited if the contractor fails to commence the work as per the award letter.
17. Failure to fulfill any of the conditions by the tenderer, as given above, shall render the tender liable for rejection.
18. The tenderer must have annual financial turnover of not less than **Rs. 80,00,000/- (Rs. Eighty Lakh Only)**, during the last 3 years ending on 31st March of the previous financial year which shall be duly certified by a Chartered Accountant.
19. **The deployed manpower must wear proper uniform and Badges displaying their names alongwith I-Card issued by Contractor. The two sets of uniform and other needed materials will be provided by the contractor at his own cost.** This will be ensured by supervisor deployed by contractor. If any contractual employee will be found indisciplined, the same ought to be remove immediately. They should maintain personal hygiene and should behave politely and be amenable to discipline. Colour of uniform will be as under:
 - i- Male- Sky-Blue Shirt, Dark Blue Trouser, Black belt, Black shoe and Black Sweater
 - ii- Female – Sky-Blue Shirt/ Blue blouse, Dark Blue Trouser/lower ,Dark Blue Saree, Black shoes /Sandal/Chappal) and Black Sweater
20. The contractor should submit requisite computer course/ experience certificate before deployment of highly skilled and skilled manpower.
21. If deployed manpower is close relative of CSIR employee or its sister laboratory/institute, the contractor should obtain and furnish details of their relative i.e name, designation and place of posting.
22. If in the opinion of the Council of Scientific & Industrial Research the performance of any of the persons deployed is not satisfactory of he/she is not amenable to discipline or their behavior is not conducive to retain them for the work/duty, such workers shall be replaced immediately by the Contractor and suitable persons will be deployed.
23. The number of Highly-skilled, skilled, semi-skilled and un-skilled man powers will be purely on need basis. Therefore the number of Contractor worker may be increased or decreased as per the actual requirements. Joint Secretary, (Admin), CSIR will be under no obligation to engage any specific number of Contractor's workers during the period of contract.
24. For evaluation of bids under this contract, the lowest tenderer (L-1) will be decided keeping in view the component of profit margin in the form of Service Charges quoted by the prospective bidders, as the Contractor is liable to pay minimum wages (as fixed by Central Government or State Government, whichever is higher) plus the Statutory taxes / dues like ESIC, EPF, Service Tax etc as cost component.
25. In Financial Bids, if the service charges per person quoted is less than 5% of the minimum wages, the quotation will be rejected outrightly.
26. As cost components like minimum Wages, ESIC, EPF, Service Tax etc. are constant in view of Govt. Rates / regulations, this contract will be finalized on the basis **of least Service Charges quoted by the tenderer**. In case, the Service Charges quoted by two or more agencies are equal, L1 will be decided by considering the highest no. of completed valid works, as described at Sl. No.5 in Annexure – A (Data Sheet for Technical Requirements), as submitted by the bidders in a separate sheet. In case, L-1 cannot be decided at this stage as per the above criterion, the total contract amount of all the completed valid works done by bidders in the last 3 financial years, shall be considered and the bidder having highest total amount,

will be considered as the L-1 for the purpose of award of work. Accordingly, bidder will enclose details of all contracts of value qualification as mentioned at para 1 of B i.e. **Details of Technical Bid.**

27. Conditions of payment will be as under:

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

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

29. No correspondence will be done regarding any document/issue for qualify Technical Bid/Financial Bid.

30. Before deploying manpower, their name, DoB, Father's name, Residential Address, Qualification shall be provided to this office. Only after that final award will be effective:

- (i) An undertaking to the effect that two sets of uniform (Summer & Winter) has been provided to manpower at his own cost.
- (ii) An undertaking to the effect that Shirt/Sweater alongwith stitched logo and name of company will be provided to all contractual Manpower. The uniform should be of cotton fabric after finalization of the Competent Authority.
- (iii) An undertaking to the effect that Manpower only be deployed after procedure mentioned at point no. (i) and (ii).
- (iv) ESIC cards of the manpower should be issued within one month of the deployment of manpower.

31. Joint Secretary (Admin), Council of Scientific & Industrial Research is not bound to accept the lowest or any tender and reserves the right to accept or reject the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rates.

B. DETAILS OF TECHNICAL BID (page 6)

Technical details should be provided in the prescribed format given in Annexure “A”, which should inter alia contain the details as given below:

1. ATTESTED COPY OF WORK DONE / PERFORMANCE CERTIFICATES

The tenderer should furnish the proof of similar work experience in Govt. /Semi Govt. /Autonomous Bodies/PSUs. Work done / Performance Certificate for having successfully executed/completed following works during the last 3 financial years:

- I. Two similar completed work costing not less than the amount equal to 60% of the estimated cost.
- OR
- II. One similar completed work of 80% of estimated cost.

“Similar work” means execution of **providing Manpower – Highly-Skilled, Skilled, Semi-skilled and Un-skilled**. Work done / Performance Certificates from the clients must mention the details of work executed, the date of commencement and the date of completion of work.

1. TOTAL AWARD VALUE OF CONTRACT

The tenderer should furnish total award value of contract which have been completed during last three financial year (2012-13, 2013-14 & 2014-15) and this should be certified by chartered accountant.

2. STAFF AND OFFICE DETAILS

The Tenderer should furnish all the details such as staff strength, qualification & experience of his supervisory staff, office address for correspondence and contact numbers etc.

3. LABOUR LICENCE

Attested copy of valid Labour Licence issued by the appropriate authority under Contract Labour Act for the works completed by the contractor and for which he/she has submitted experience certificate as mentioned at para (1) of B. i.e. **Details of Technical Bid**.

4. EARNEST MONEY

An Earnest Money Deposit of 2% of the tendered value amounting to **Rs. 4,32,000/- (Rs. Four Lakh Thirty Two Thousand Only)** to be furnished along with tender document in the form of DD/Banker's Cheque from any Scheduled bank drawn in favour of Joint Secretary (Admin), CSIR, Anusandhan Bhawan, Rafi Marg, New Delhi payable at New Delhi.

5. ANNUAL FINANCIAL TURNOVER

The tenderer must have annual financial turnover during last 3 years(i.e.2012-13,2013-14,2014-15) ending 31st March of the previous financial year for not less than **Rs. 60,00,000/- (Rs. Sixty Lakh Only)** in each financial year, shall be duly certified by a Chartered Accountant.

6. CONTRACTOR MUST SUBMIT ATTESTED COPIES OF THE FOLLOWING DOCUMENTS

- i. PAN and TAN Number
- ii. Service Tax Registration
- iii. EPF Registration
- iv. ESIC Registration
- v. Firm/Company Registration
- vi. Income Tax Return for the last three years
- vii. Affidavit towards deposit of contribution of EPF, ESIC, Service Tax etc. in respect of workers engaged by the Agency and not declared defaulter during the last three years.
- viii. Copy of registration certificate under Contract Labour (Regulation and Abolition Act), 1970 for the similar completed valid work for which experience certificate has been submitted as per point 5 of Annexure A.

7. ATTESTATION AND CERTIFICATION OF DOCUMENTS

- I. Each page of the entire tender document should be duly signed and sealed by the tenderer.
- II. The tenderer shall submit the information regarding his firm as part of Technical Bid in the format given at Annexure "A" along with the detailed terms & conditions (duly signed). The Tenderer must have E.P.F/E.S.I.C Registration numbers as per the rules for making contributions in respect of the personnel deployed under this work.
- III. All copies of documents submitted by the tenderer should be attested by a Gazetted Officer or a Notary. If it is not adhered to the bids are liable for disqualification. The original documents should be produced for verification at any stage of tender process as and when sought for failing which the bids are liable for disqualification.

DATA SHEET FOR TECHNICAL REQUIREMENTS (from page 8-9)

S.N o.	Particulars	Fill in the details
1.	Name of Firm/Tenderer/Company (in block letters)	
2.	Year of incorporation / establishment of the Firm/Company	
3.	Full Postal Address: Telephone/Fax No./Email:	
4.	Permanent Address & Telephone//Mobile	
5.	Details of experience as mentioned at para (1) of B.i.e. Details of Technical Bid	[Attach as enclosure & refer here]
6.	Total award value of contract which have been completed during last three financial year (2012-13, 2013-14 & 2014-15) and this should be certified by chartered accountant.	[Attach as enclosure & refer here]
7.	Details of facilities / infrastructure available with the firm, persons employed, number of offices/branches (attached separate sheets, if required)	[Attach as enclosure & refer here]
8.	Earnest Money Details– Amount, Bank Name & Branch, Draft No. and Date	[Attach as enclosure & refer here]
9.	Copy of Annual Return alongwith Challan form in r/o ESIC & EPF payment for his/her employees	[Attach as enclosure & refer here]
10.	Proof of annual financial turnover from his/her firm's Chartered Accountant.	[Attach as enclosure & refer here]
11.	An affidavit duly certified by a Notary that the partners of the firm or sole Proprietor or Company has never been terminated /cancelled/ /blacklisted before the expiry of the contract period/not involved in any Police case or indicted by Hon'ble Court. His/her contract has never been terminated /cancelled before expiry of the contract period /blacklisted by any lab of CSIR.	[Attach as enclosure & refer here]
12.	Latest Income Tax Returns(with TAN/PAN No.) and service Tax Registration Number& (last three years) (enclose photo copies)	[Attach as enclosure & refer here] 1. Income Tax _____ 2. Service Tax _____ 3. _____ TAN

		<hr/> 4. PAN <hr/> <hr/>
13.	Details of Firm / Company Registration (with date) obtained from various concerned authorities	[Attach as enclosure & refer here]
14.	Details of E.S.I.C. Registration with Date	[Attach as enclosure & refer here]
15.	Details of E.P.F. Registration with Date	[Attach as enclosure & refer here]
16.	Copy of registration certificate under Contract Labour (Regulation and Abolition Act), 1970 for the similar completed valid work for which experience certificate has been submitted as per point 5 of Annexure A.	[Attach as enclosure & refer here]
17.	Audited Balance sheet and Profit/Loss A/c for the last 3 years (enclose photo copies)	[Attach as enclosure & refer here]
18.	No Deviation Certificate & No Relation certificate (copy enclosed at Annexure B& C)	[Attach as enclosure & refer here]
19.	Proforma for providing Performance Certificate	Annexure-D

Place:

**Signature of
Tender Date:**

Seal & Address

Proforma for No Deviation certificate

To

The Joint Secretary (Admn.)
CSIR, 2 Rafi Marg
New Delhi-110001

Sub: - No Deviation Certificate

Sir/Madam,

With reference to CSIR Tender document inviting quotations for providing manpower on contractual basis, under the two bid system, we hereby enclose the rate quotation in the prescribed proforma in two bid system i.e. (Technical & Financial).

We read all the terms & conditions of the tender documents and state that we accept them as such fully.

It is also certified that the offer submitted has no deviation from the terms & conditions of the tender document.

Yours faithfully

Firm Name
Prop. Name & Signature

Attest this document & submit it on Company Letter Head.

Proforma for Undertaking regarding close relative

To

Joint Secretary (Admn.)
CSIR, 2 Rafi Marg
New Delhi-110001

Sub:- Undertaking regarding close relative

Sir/Madam,

With Reference to CSIR tender document inviting quotations for providing manpower on contractual basis, this is to undertake that no close relative is posted anywhere in CSIR Hqrs., New Delhi & its Sister Laboratories.

Thanking You,

Yours faithfully

Firm Name

Prop. Name & Signature

Attest this document & submit it on Company Letter Head.

PROFORMA FOR PERFORMANCE CERTIFICATE

		Details of Catering & Housekeeping services during last two years				
1	2	3	4	5	6	7
S.No.	Name of the firm who has applied for the tender	Name of the Organisation where service has been provided	Cost of the project, as mentioned in Performance Certificate	Whether Performance Certificate provided by the organisation	Time Period of the project	Remarks, if any

Supporting documents in respect of Col.No. 2-6 are enclosed herewith.

Signature of Tenderer with stamp

Name:

.....

Position / Designation:

Address:

Tel. No.

D.INSTRUCTIONS FOR FINANCIAL BID (page 13)

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

FINANCIAL BID (Page 14)

**COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH
ANUSANDHAN BHAWAN, 2 RAFI MARG, NEW DELHI-110001**

Format for Financial Bid

Name and Address of the Firm	
Service Charge per person as % of on Minimum wages based on Govt. rate	(In figures)
	(In words)

I will claim Minimum wages, EPF, ESIC and Service Tax for contractual manpower as per Govt. approved rate.

Rates for extra duty hours will be as per the minimum wages Act Rule 25 (Central) Rules 1950

Signature of the contractor
with date and Rubber Stamp

FULL NAME

SEAL

Date:

E. FORMAT OF CONTRACT AGREEMENT (from page 15-19)**“CONTRACT AGREEMENT FOR PROVIDING MANPOWER –**

Sl. no.	Details of contractual Manpower	Approx No.
1	Highly Skilled (Graduate having one year Computer course Certificate)	10
2	Skilled (Graduate with one year experience in Computer Operation)	45
3	Semi Skilled (Matric)	20
4	Unskilled	45

This AGREEMENT made on this-----day of----- between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act and having its office at “Anusandhan Bhawan”, Rafi Marg, New Delhi, which is desirous of giving “Contract for Providing Manpower – Skilled, Semi-skilled, Un-skilled at CSIR, New Delhi which is a constituent unit of CSIR which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

AND

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

WHEREAS the CSIR is desirous of giving Contract for Providing Manpower – Skilled, Semi-skilled, Un-skilled at CSIR, New Delhi and whereas the Contractor has offered to provide Skilled, Semi-skilled, Unskilled workers on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar on him in this respect. Any obligations and or formalities which are required to be fulfilled under the said Act or any amendment there to 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/provisions.

WHEREAS CSIR has agreed to award the contract for providing manpower (hereinafter mentioned as work assigned), details of which are given at Annexure-D of Financial Bid.

AND WHEREAS the contractor has agreed to furnish to the CSIR a security deposit of Rs.----- (Rupees-----only) by way of Bank Guarantee of Fixed Deposit Receipt.

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

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 for future claim of wages etc.

2. That the persons so deployed shall remain under the control and supervision of the contractor. In no case, a relationship of employer and employee between the said persons and the CSIR shall accrue/ arise implicitly or explicitly.
3. 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 the Joint Secretary (Admin), CSIR, New Delhi or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Joint Secretary (Admin), CSIR, for further streamlining the system. The contractor shall be further bound by and carry out the directions/instructions given to him by the JS (A) in this respect from time to time.
4. That in case any of the person(s) so deployed by the contractor do not come up to the mark or do not perform duties properly or commit misconduct or indulge in any unlawful activity or disorderly conduct the contractor shall immediately withdraw and take suitable actions against such persons in this respect on the report of CSIR, New Delhi. Further the contractor shall immediately replace such particular persons on the demand of concerned officer in case of any of the aforesaid misconduct on the part of said persons.

B. CONTRACTOR'S OBLIGATIONS

1. That the contractor shall carefully and diligently perform the work assigned to him by the Officers of CSIR.
2. That for performing the assigned work, the contractor shall deployed medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant while performing of their duties.
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 CSIR for the purpose of proper identification of employees of the contractor deployed for the work. He shall issue identify cards bearing their photographs/identification, etc., and such employees shall display their identity cards at the time of entering or leaving the premises or while on duty.
4. That the contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officers of CSIR.
5. That the Contractor shall be solely responsible for any violation of provisions of the labour laws or any other statutory provisions and shall further keep CSIR indemnified from all acts of omission, fault breaches and/or claim, demand; loss; injury and expenses arising out from the non compliance of aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/ or under the said Acts, rules / regulations and / or any by-laws or rules framed under or any of these, the CSIR shall be entitled to recover any 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 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 (Regulations & 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; Maternity Benefit Act and/ or any other Rules / regulations and / or Statutes that may be applicable to them.
7. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under applicable labour laws and other statutory provisions.

8. That the contractor shall make the payment of wages, etc. to the persons deployed under this contract in the presence of representative of CSIR and shall on demand furnish copies of wages register/ muster roll /online payment receipt etc to the CSIR for having paid all the dues to the persons deployed by him for 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 complies 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, wages slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

9. 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 shall not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment, have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability in this regard reimburse the Joint Secretary (Admin), Council of Scientific & Industrial Research.

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

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

12. That the contractor shall submit the proof of having deposited the amount ESIC and EPF contributions towards all the persons deployed by him at CSIR in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount towards ESI and EPF contributions will be withheld till the submission of required documents.

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

i- Male- Sky Blue Shirt, Dark Blue Trouser,Black belt and Black shoe, Black Sweater

ii- Female – Sky Blue Shirt/Sky blue blouse, Dark Blue Trouser/lower Dark Blue Saree and Black shoe /Sandal/Chappal,Black Sweater

14. The contractor should submit requisite computer course/experience certificate before deployment of highly skilled and skilled manpower.

15. That the deployed manpower must wear proper uniform and Badges displaying their names alongwith I-card issued by contractor.. The uniform and other needed materials will be provided by the contractor at his cost. They should maintain personal hygiene and should behave politely and be amenable to discipline.

16. 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 Joint Secretary (Admin), Council of Scientific & Industrial Research. He shall ensure that no such persons shall create any disruption/hindrance/problem of any nature in CSIR, either explicitly or implicitly.

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

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

19. That the Contractor shall keep 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 a 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 or of any nature whatsoever and shall keep CSIR- indemnified in this respect.

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

C. CSIR'S OBLIGATIONS

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

2. That the aforesaid billed amount (subject to certification and submission of related documents etc.) has been agreed to be paid to the contractor by CSIR.

3. The payment towards enhancement / escalation of wages on account of their revisions declared by the Government (Central Govt. or State Govt., whichever is higher), from time to time during the period of contract shall be payable by the CSIR.

4. That the CSIR shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the services rendered by him. However, such reimbursements 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 (i) may be terminated, (ii) the security deposit may be forfeited, and (iii) the work may be got done from any other agency at Contractor's risk and cost.

2. That if the Contractor violates any of the terms and conditions of this agreement or commits any default or if his services are not found to the entire satisfaction of officers authorized by the Joint Secretary (Admin), CSIR, a penalty, leading to a deduction of up to a maximum of 10% of the total amount of the bill for a particular month, will be levied.

E. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f.----- and shall remain in force for 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 contract period as stated above

b) By giving one month 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 work or any part thereof to any sub-contractor by the contractor without written permission of the CSIR, New Delhi.

c) On contractor being declared insolvent by the competent Court of Law. During the notice period for termination of the contract, under the situations / conditions, as contemplated above, the contractor will continue to discharge his duties as before till the expiry of notice period.

d) During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of the notice period or till such time a decision is arrived at.

F. ARBITRATION

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

2. The award of the Arbitrator shall be final and binding on the parties. In the event of such arbitrator, to whom the matter is originally referred to, is unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person to act as arbitrator in place of the going out arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage where it was left by his predecessor or start afresh as the case may be.

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

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

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

For and on behalf of the Contractor

For and on behalf of CSIR