

Council of Scientific and Industrial Research
"Anusandhan Bhawan, 2, Rafi Marg, New Delhi - 110 001

NOTICE INVITING TENDER

Council of Scientific and Industrial Research, New Delhi is looking for a reputed agency holding valid labour licence under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and registered with ESIC, EPF and Service Tax authorities for supply of skilled and unskilled workers. The contract will be for a period of one year. Contractors with experience and presently providing services to Govt./Semi Govt./Autonomous Bodies / PSU's may submit their tenders addressed to Joint Secretary (Admn.), CSIR, Rafi Marg, New Delhi - 1 **on or before 14.2.2014.** For detailed NIT and complete details please visit our website **www.csir.res.in.**

Deputy Secretary (CO)

NOTICE INVITING TENDER

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

Dated:27.01.2014.

Council of Scientific & Industrial Research, New Delhi is looking for a reputed agency holding valid labour licence under the provisions of Contract Labour (Regulation & Abolition Act, 1970 and registered with ESIC, EPF and Service Tax authorities for supply of Skilled, Semi – Skilled and Un-skilled workers Contractors with experience and presently providing services to Govt/Semi Govt/Autonomous Bodies/PSUs may submit their tenders addressed to Joint Secretary (Admn), CSIR, Rafi Marg, New Delhi-110001 in Two Bid system i.e. Part-I Technical Bid & Part-II – Financial Bid as per details given below:

Name of work	Fee of Tender document	EMD	Period of contract	Estimated cost of work
Contract for providing Manpower-Skilled , Semi-skilled & unskilled	Rs. 1000/-	Rs. 1,10,000/-	12 months	Rs. 55.00 lakh

Sale of Tender Document: **31st Jan 2014 to 14th Feb. 2014.**

Last date of submission of tenders: **14th Feb. 2014.**

Date & Time of opening of Tender:

Part (I) (Technical Bid) 14th Feb 2014.

Part (II) Financial Bid) 21st Feb. 2014.

Details of NIT and complete Tender Documents are also available on CSIR Hqrs. Website: www.csir.res.in Joint Secretary (Admn), CSIR reserves the right to reject any or all the tenders received in part or in full or to reject all the tenders received without assigning any reason thereof.

Deputy Secretary (CO)

(i) **A. Technical Requirements**

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

- a) The tenderer should furnish the proof of similar experience which involves providing **Manpower – Skilled, Semi-skilled. Un-skilled workers** in large organizations / establishments such as hospital, research institutes or public sector. 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.
- b) Work done / Performance Certificate for having successfully executed/completed similar works during the last 5 Years ending last day of March of the current year, should be either of the following:
 - I. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost, OR
 - II. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost, OR
 - III. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

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

- c) An Earnest Money Deposit (EMD) of 2% of the estimated cost will have 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 (Admn), CSIR , payable at New Delhi. EMD will be adjusted towards the Security Deposit, if the contract is awarded to him/her/firm.
- d) PAN details of the firm has to be indicated along with the certified copy.
- e) The entire tender document should be duly signed and sealed by the tenderer.
- f) 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 per the rules for making contributions in respect of the personnel deployed under this work.
- g) 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 y stage of tender process as and when sought for failing which the bids are liable for disqualification.

Annexure – “A”

DATA SHEET FOR TECHNICAL REQUIREMENTS

S.No.	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.	Details of experience for providing similar services in large and reputed organizations such as Hospital / R&D Institutes / in Public Sector / Educational institutions for the last five years (separate sheet may be attached). Names of the major clients with their addresses, telephone numbers (enclose completion certificates issued by such clients and proof of valid Labour Licence issued by the appropriate authority under Contract Labour (Regulation & Abolition) Act 1970, for the completed works.	[Attached as enclosure & refer here]
5.	Details of facilities / infrastructure available with the firm, persons employed, number of offices/branches (attached separate sheets, if required)	[Attached as enclosure & refer here]
6.	Earnest Money Amount, Bank Name & Branch, Draft No. and Date	[Attached as enclosure & refer here]
7.	Latest Income Tax Return Form (with TAN/PAN No.) and service Tax Registration Number	[Attached as enclosure & refer here]
8.	Details of Firm / Company Registration (with date) obtained from various concerned authorities	[Attached as enclosure & refer here]
9.	Details of E.S.I.C. Registration with Date	[Attached as enclosure & refer here]
10.	Details of E.P.F. Registration with Date	[Attached as enclosure & refer here]

Place: NEW DELHI
Date: 27.01.2014.

Signature of Tenderer

Seal & Address

(i) **B. Detailed Terms and Conditions**

1. Sealed Tenders / Quotations are invited from the agencies holding valid licence under Contract Labour (R&A) Act, 1970 of previous work and registered with ESIC, EPF and Service Tax Authorities for empanelment, for a period of approximately twelve months to provide about 50 Nos. (which may increase or decrease as per the actual requirements) of skilled, semi-skilled, & un-skilled workers.
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. Part-II should contain only the charges (price). Signed and sealed bids (both Part-I and Part-II) should be kept in separate sealed covers. The cover for **Part-I (Technical bid) should be superscribed as "Technical bid for providing Manpower – Skilled, Semi-skilled , Un-skilled Work at Council of Scientific & Industrial Research** while the cover for **Part – II (Financial bid)** should be superscribed as **"Financial bid for providing Manpower:.** EMD should be kept in a separate sealed cover superscribed as "EMD- Contract for providing Manpower". All the three covers should be kept in a big single sealed cover superscribed as **Tender for providing Manpower – skilled, Semi-skilled, 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 along with copies of Service Tax registration, valid Labour Licence 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 subject to performing services in a satisfactory manner.
5. The Tender Document may be obtained from the office of Section Officer General Section, Council of Scientific & Industrial Research, New Delhi, during office hours (09.30 AM to 05.00PM) on payment of Rs. 1000/- (Rs. One Thousand only) (Non-refundable) by DD/Pay Order of scheduled bank drawn in favour of Joint Secretary (Admn), CSIR New Delhi, Payable at New Delhi. The agencies who 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 superscribed as "Tender Cost – Contract for Providing Manpower – Skilled, Semi-skilled, Un-skilled for sale of Tender Document shall be from **31st January 2014.**
6. Duly completed tenders will be received up to 2.30 P.M. on 14.2.2014 and will be opened on the same day at 3.00 P.M. in the office of Section Officer, Room

No. 14, CSIR, Anusandhan Bhavan, Rafi Marg, New Delhi-110001. The tenders should be submitted at Tender Box, (at Reception), CSIR well before the date and time indicated above. In case the tenders are sent by the Post these should be sent by Regd. Post/Speed Post and addressed to the Joint Secretary (Admn), Council of Scientific & Industrial Research, 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 be rejected.

7. Submission of EMD at 2% of the tendered value (i.e. estimated cost), amounting to Rs. one Lac & Ten thousand only is mandatory and should be submitted along with the tender. 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 (Admn), 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. In respect of successful bidder, this EMD will be adjusted as part of security deposit. EMD submitted by unsuccessful 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. 1,10,000/- (Rs. one lakh ten thousand only) in the form of Bank Guarantee form any of the Nationalised Bank or in the form of DD form any of the scheduled bank. After successful completion of the contract, the security deposit will be refunded to the Contractor after adjusting dues, if any, due date 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 of 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. Tendered shall also intimate the name(s) of near relatives, if any who are posted in CSIR & sister laboratories.
12. A person shall be deemed to be a relative of another if, any 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.

13. 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.

14. The agency shall quote total amount and rates for each item of work both in figures and words, failing which tender is liable to be rejected. On checking if difference are found between the rates quoted by the agency in words and in figures or in the total amount worked out by him, the following procedure shall be followed;

- i When there is a difference between the rates in figures and in words, the rates corresponding to the amounts worked out by the agency shall be taken as correct.
- ii When the amount of an item is not worked out by the agency or it does not correspond with the rate written either in figures or in words, the rate quoted by the agency in words shall be taken as correct.
- iii When the rates quoted by agency in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the agency shall be taken as correct and not the amount.

15. The persons deployed by the contractor under this contract shall be the employees of contractor for all intents and purposes and 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.

16. The Earnest Money will be forfeited if the contractor fails to commence the work as per the letter of award.

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, during the last 3 years ending 31st March of the previous financial year not less than 30% of the tender amount (i.e. estimated cost) in each financial year which shall be duly by a Chartered Accountant.

19. The workers must be provided with uniform/shoes and other needed materials by the contractor. They should maintain personal hygiene and should behave politely and be amenable to discipline.

20. If in the opinion of the CSIR the performance of any of the persons deployed is not satisfactory or 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 deployed.

21. The number of skilled, semi-skilled, un-skilled will be purely need based. Therefore the number of Contractor's worker may be increased or decreased as per the actual requirements. The Joint Secretary CSIR (Admn), will be under no obligation to engage any specific number of Contractor's workers during the period of contract.
22. The Joint Secretary (Admn), CSIR is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rates.

(ii)

SPECIAL CONDITIONS OF CONTRACT

1. 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, Bonus, Service Tax etc.
2. As it is mandatory for the Contractor to pay minimum wages (as fixed by the Central Government or State Government, whichever is higher), plus the Statutory taxes / dues like ESIC, EPF, Bonus, Service Tax etc. Any bidder quoting less than the minimum wages and also not appropriately quoting including such charges / taxes dues in his bid may be disqualified during the evaluation of bids.
3. As cost components like minimum Wages, ESIC, EPF, Bonus, 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 valid works, as described at Sl. No.4 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 five years ending last day of March of the current year, shall be considered and the bidder having highest total amount, will be considered as the L-1 for the purpose of award of work.

(iii) CONDITIONS OF QUALIFICATIONS

1. Attested Copy of Work Done / Performance Certificates

Work done / Performance certificates for having successfully executed / completed similar works during the last 5 years ending

COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH

FINANCIAL BID

Name and address of the firm :			
Contract Persons with Phone Nos.			
Labour License No.			
ESIC registration no.			
EPF registration no.			
Service Tax No.			
PAN No.			
		SKILLED	UNSKILLED
Minimum Wages (Per Month)			
EPF (%)			
ESIC (%)			
Other statutory payment, as applicable under the CL (R&A) Act, 1970			
Service Charges (%)			
Sub Total :			
Service Tax (%)			
Total (Per Month)			

**Signature of the contractor
with date and Rubber Stamp**

CONTRACT AGREEMENT

“CONTRACT AGREEMENT FOR PROVIDING MANPOWER – SKILLED, SEMI-SKILLED, UNSKILLED WORK”

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 work 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 this own expenses, etc and the contractor shall report the compliance thereof of 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-B 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:-

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. In no case, a relationship of employer and employee between the said persons and the CSIR shall accrue/ arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned, the contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with the Joint Secretary (Admn), CSIR, New Delhi, or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Joint Secretary (Admn), 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.
3. 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 the 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 in performance 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 liable for payment of wages and all other dues which they are entitled to receive under applicable labour laws and other statutory provisions.
5. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR 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.

6. 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.
7. That the contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officers of CSIR
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 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 submit the proof of having deposited the amount ESIC and EPF contributors 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.
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 will pay bonus due to his workers at the time of expiry of the Contract, as per Govt. rules/laws, as applicable, failing which the said amount will be deducted from the security deposit.
12. 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.
13. 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) Acr, 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 JS(A), CSIR.

14. 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 JS(A). He shall ensure that no such persons shall create any disruption/hindrance/problem of any nature in CSIR, either explicitly or implicitly.
15. 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.
16. The security money will be refunded to the Contractor, upon satisfactory performance of the contract, within one month of the expiry of the contract.
17. 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 indemnifies in this respect.
18. 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 5th day of every month which will be duly certified by the officers designated by CSIR will process the bill so raised and make payment to the Contractor latest by 12th day of the month on the basis by him. Thereafter, the Contractor will pay the wages to his workers latest by 15th day of each month. In case he does not raise the bill by 5th day of the month, he will be liable to pay wages to his workers latest by 15th day of the month, under any circumstances.
2. That the aforesaid billed amount (subject to certification and submission of related documents etc.) has been agrees 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), form 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 government, 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 (Admn), a penalty, leading to a deduction 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.

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 of 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 outgoing arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage it was left by his predecessor or 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.

C

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

WITNESS

1.

2.

(In a Separate Sealed Cover)

PART – II : (Financial Bid)

Tender No. 8-12/4/2014-Gen.

Name of the Work:

“Contract for Providing Manpower – Skilled, Semi-skilled and Un-skilled work.”

A. General Instructions

1. Financial (Price) bid should be submitted in the format given at Annexure-“B”, separate sealed cover. Failure to provide price bid in a separate sealed cover will result in invalidation of the offer.
2. The envelope should be sealed with the wax. 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 enveloped as indicated earlier.
3. 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 amount tendered by him, 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. The tenderer should duly signed the entire tender document personally.
4. 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.
5. The tender will be submitted along with the forwarding letter and no deviation certificate. As per the format given in Annexure-C

B. CONDITIONS OF PAYMENT

1. 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.
2. All bills should be submitted on printed forms, duly signed and pre-receipted.
3. Income Tax and other statutory levies, as applicable from time to time, will be deducted from the bills of the Contractor.
4. 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 15th 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.

5. E-Payment

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.

A. COMMENCEMENT OF WORK

The Contractor will be required to start the work with effect from the date of acceptance of the contract. In case, the work is not started from the above acceptance date, the CSIR, at its sole discretion may cancel the work order. In such situations, the EMD and Security Deposit shall be fortified without any further reference to the Contractor.