

**COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH**

**Anusandhan Bhawan**

**Rafi Marg, New Delhi**

**TENDER DOCUMENT**

**For providing skilled Data Entry Operators, Data Scanning  
personnel, Stenographic and Office Assistants, Accounts  
Assistants and**

**Administrative Assistants and Helpers**

**to Traditional Knowledge Digital Library (TKDL) Project at  
Human Resource Development Centre (HRDC), Ghaziabad and  
Morarji Desai National Institute of Yoga (MDNIY), New Delhi**

Last date & time for submission of Tender Document : 1700 Hrs. on 30.07.2007

Date & time for opening of Tender Document : At 1100 Hrs. on 31.07.2007

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**File No. CSIR/IT Div/TKDL/2007/Manpow.**  
**COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH**

Anusandhan Bhawan, Rafi Marg  
New Delhi, the 13<sup>th</sup> July, 2007

**TENDER NOTICE**

1. Sealed tenders on behalf of the Joint Secretary, Council of Scientific and Industrial Research are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies / Firms / Agencies for providing skilled Data Entry Operators, Data Scanning personnel, Stenographic and Office Assistants, Accounts Assistants, Administrative Assistants and Helpers in Traditional Knowledge Digital Library (TKDL) Project at Human Resource Development Centre (HRDC), Ghaziabad and Morarji Desai National Institute of Yoga (MDNIY), 68 Ashok Road, Near Gole Dak Khana, New Delhi for the period from 16.08.2007 to 14.08.2008. The quantum of work is likely to vary during the period of initial contract
2. Complete Tender Documents can be downloaded from the website of Council of Scientific and Industrial Research, [www.csir.res.in](http://www.csir.res.in)
3. The interested Companies/Firms/Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.20,000 and other requisite documents on or before 30.07.2007 -17.00 hrs. in the Tender Box kept at the Reception of Anusandhan Bhawan, Rafi Marg New Delhi-110 001. **The tenders shall not be entertained after this deadline under any circumstances whatsoever.**
4. CSIR reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Joint Secretary (Adm.), CSIR in this regard shall be final and binding on all.

**Under Secretary (General)**  
**Council of Scientific and Industrial Research**

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. CSIR, Anusandhan Bhawan, Rafi Marg, New Delhi, requires the services of reputed, well established and financially sound Manpower Companies / Firms / Agency to provide skilled Data Entry Operators, Data Scanning personnel, Stenographic and Office Assistants, Accounts Assistants, Administrative Assistants and Helpers for its officers working in the Traditional Knowledge Digital Library project.
2. The contract is likely to commence from 16.08.2007 and would continue till 14.08.2008. The period of the contract may be further extended beyond 14.08.2008 provided the requirement of the CSIR for skilled Data Entry Operators, Data Scanning personnel, Stenographic and Office Assistants, Accounts Assistants, Administrative Assistants and Helpers persists at that time or may be curtailed / terminated before 14.08.2008 owing to deficiency in service or substandard quality of manpower deployed by the selected Company / Firm / Agency. CSIR, however, reserves right to terminate this initial contract at any time after giving one week notice to the selected service providing Company / Firm / Agency. CSIR may also enhance the number of personnel before 14.08.2008 based on the requirements.
3. CSIR has initial requirement for: (i) 11 skilled Data Entry Operators (9 English and 2 Hindi) who are well conversant with computers. Nine required for English data entry need to be essentially well trained in MS Word language. Two Hindi Data Entry Operators need to be well trained in using 'Akshar' software. The requirement of CSIR may further increase or decrease during the initial period of contract also; (ii) six skilled Data scanning personnel who can use the flat bed scanners/document scanners; (iii) six skilled Stenographic and Office Assistants having stenographic speed of 100 words per minute and typing speed of 40 words per minute; (iv) three Account Assistants; (v) three Administrative Assistants, and (vi) 11 Helpers.
4. The interested Companies/Firms/Agencies may put the tender document completed in all respects along with Earnest Money Deposit (EMD) of Rs. 20,000 and other requisite documents on or before 30.07.2007 -- 1700 hrs. in the Tender Box kept at the Reception Office of Anusandhan Bhawan, Rafi Marg, New Delhi-110001.
5. The various crucial dates relating to **"Tender for providing skilled Data**

**Entry Operators, Data Scanning personnel, Stenographic and Office Assistants, Accounts Assistants and Administrative Assistants and Helpers to CSIR ” are cited as under :**

- (a) Last date and time for submission of  
Quotation (Technical & Financial) : 1700 Hrs. on 30.07.2007
- (b ) Date and time for opening of Bids : At 1100 hrs. on 31.07.2007
- ( c ) Likely date for deployment of required Data Entry Operators, Data Scanning personnel, Stenographic and Office Assistants, Accounts Assistants and Administrative Assistants and Helpers:: 16.08.2007

6. The tenders have been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing “**Technical Bids for Providing Data Entry Operators, Data Scanning personnel, Stenographic and Office Assistants, Accounts Assistants and Administrative Assistants and Helpers to CSIR**” and “**Financial Bids for Providing Data Entry Operators, Data Scanning personnel, Stenographic and Office Assistants, Accounts Assistants and Administrative Assistants and Helpers to TKDL Project, CSIR**”. Both sealed envelopes should be kept in a third sealed envelope super scribing “**Tender for Providing Data Entry Operators, Data Scanning personnel, Stenographic and Office Assistants, Accounts Assistants and Administrative Assistants and Helpers to TKDL Project, CSIR**”.
7. The Earnest Money Deposit (EMD) of Rs.20,000 (Rupees Twenty Thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft / Pay Order drawn in favour of Accounts Officer, Council of Scientific and Industrial Research, New Delhi **failing which the tender shall be rejected summarily.**

The successful tenderer will have to deposit a Performance Security Deposit of Rs.1,00,000 (Rupees One lakh Only) in the form of Fixed Deposit Receipt (FDR) made in the name of the Company / Firm / Agency **but hypothecated to Council of Scientific and Industrial Research, New Delhi** covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

8. The tendering Companies / Firms / Agencies are required to enclose photocopies of the following documents ( duly attested by Group "A" Gazetted Officers of the Government of India or Class – I Officers of the State Governments), along with the Technical Bid, **failing which their bids shall be summarily/outrightly rejected and will not be considered any further :**

- (a) Registration certificate;
- (b) Copy of PAN / GIR card;
- (c) Copy of the IT return filed for the last three financial years;
- (d) Copies of EPF and ESI certificates;
- (e) Copy of the Service Tax registration certificate;
- (f) Certified extracts of the Bank Account containing transactions during last three years.

9. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**

10. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

11. The Bids shall be opened on the scheduled date and time (at 11.00 AM on 31.07.2007), in Committee Room, 1<sup>st</sup> Floor, CSIR, Anusandhan Bhawan, Rafi Marg New Delhi, in the presence of the representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time.

12. The competent authority of CSIR reserves the right to annul any or all bids without assigning any reason.

**TECHNICAL REQUIREMENTS FOR THE TENDERING Company / Firm / AGENCY**

1. The tendering manpower Company / Firm / Agency should fulfil the following technical specifications:
  - (a) The Registered Office or one of the Branch Office's of the manpower Company / Firm / Agency should be located either in Delhi / New Delhi or in any of the Satellite Towns of Delhi;
  - (b) The manpower Company / Firm / Agency should be registered with the appropriate registration authority;
  - (c) The Company / Firm / Agency should have at least three years experience in providing manpower to Private Companies, Public Sector Companies / Banks and Government Departments etc;
  - (d) The Company / Firm / Agency should have its own Bank Account;
  - (e) The Company / Firm / Agency should be registered with Income Tax and Service Tax departments;
  - (f) The Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - (g) The Company/Firm/Agency should have a minimum financial turnover of Rs.2 crores per annum

**TECHNICAL REQUIREMENTS FOR DATA ENTRY OPERATORS TO BE DEPLOYED**

**BY THE successful Company / Firm / AGENCY IN TRADITIONAL KNOWLEDGE DIGITAL LIBRARY (TKDL)**

1. S / he should be at least 12<sup>th</sup> pass and below 30 years of age;
2. S / he should have Typing speed of 40 words per minute in English (or 30 words per minute in Hindi);
3. S / he should be conversant with the working of the computers and should necessarily have knowledge of MS Word (or 'Akshar')
4. S / he should have Character certificates from two Group "A" or Class –I Gazetted Officers of the Central Government / State Government;
5. His / her antecedents should have been got verified by the agency from the local police authorities.

**TECHNICAL REQUIREMENTS FOR DATA SCANNING PERSONNEL TO BE DEPLOYED**

**BY THE successful Company / Firm / AGENCY IN TRADITIONAL KNOWLEDGE DIGITAL LIBRARY (TKDL)**

1. S / he should be at least 12<sup>th</sup> pass and below 30 years of age;
2. S / he should be able to use the flat bed scanners/document scanners);
3. S / he should be conversant with the working of the computers
4. S / he should have Character certificates from two Group "A" or Class –I Gazetted Officers of the Central Government / State Government;
5. His / her antecedents should have been got verified by the agency from the local police authorities.

**TECHNICAL REQUIREMENTS FOR STENOGRAPHIC AND OFFICE ASSISTANTS TO BE DEPLOYED**

**BY THE successful Company / Firm / AGENCY IN TRADITIONAL KNOWLEDGE DIGITAL LIBRARY (TKDL)**

1. S / he should be at least graduate and below 30 years of age;
2. S / he should have a typing speed of 40 words per minute, and a stenographic speed of 100 words per minute;
3. S / he should be conversant with the working of the computers and should necessarily have knowledge of MS Word.
4. S / he should have Character certificates from two Group "A" or Class –I Gazetted Officers of the Central Government / State Government;
5. His / her antecedents should have been got verified by the agency from the local police authorities.

**TECHNICAL REQUIREMENTS FOR ACCOUNTS ASSISTANT TO BE DEPLOYED**

**BY THE successful Company / Firm / AGENCY IN TRADITIONAL KNOWLEDGE DIGITAL LIBRARY (TKDL)**

1. S / he should be at least B. Com (Pass/Hons.) and below 30 years of age;
2. S / he should have Character certificates from two Group "A" or Class –I Gazetted Officers of the Central Government / State Government;
3. His / her antecedents should have been got verified by the agency from the local police authorities.



**TECHNICAL REQUIREMENTS FOR ADMINISTRATIVE ASSISTANT TO BE DEPLOYED**

**BY THE successful Company / Firm / AGENCY IN TRADITIONAL KNOWLEDGE DIGITAL LIBRARY (TKDL)**

1. S / he should be at least graduate and below 30 years of age;
2. S / he should have Character certificates from two Group "A" or Class –I Gazetted Officers of the Central Government / State Government;
3. His / her antecedents should have been got verified by the agency from the local police authorities.

**TECHNICAL REQUIREMENTS FOR HELPERS TO BE DEPLOYED**

**BY THE successful Company / Firm / AGENCY IN TRADITIONAL KNOWLEDGE DIGITAL LIBRARY (TKDL)**

1. S / he should be able to read English and Hindi and below 25 years of age;
2. S / he should have Character certificates from two Group "A" or Class –I Gazetted Officers of the Central Government / State Government;
3. His / her antecedents should have been got verified by the agency from the local police authorities.

**APPLICATION - TECHNICAL BID**

1. **For Providing Data Entry Operators, Data Scanning personnel, Stenographic and Office Assistants, Accounts Assistants and Administrative Assistants and Helpers to TRADITIONAL KNOWLEDGE DIGITAL LIBRARY (TKDL).**

2. Name of Tendering Company/ :

\_\_\_\_\_

Firm / Agency

(Attach certificate of registration)

3. Name of proprietor / Director

: \_\_\_\_\_

of Company / Firm / agency

4. Full Address of Reg. Office

:

Telephone No. :

FAX No. :

E-Mail Address :

5. Full address of Operating  
/ Branch Office

:

Telephone No. :

FAX No. :

E-Mail Address :

6. Banker of Company / Firm / agency with full address

:

(Attach certified copy of statement of A/c for the last three years)

Telephone Number

:

Of Banker

7. PAN / GIR No.

:

(Attach attested copy)

8. Service Tax Registration No.

:

(Attach attested copy)

9. E.P.F. Registration No.

:

(Attach attested copy)

10. E.S.I. Registration No.

:

(Attach attested copy)

11. Financial turnover of the tendering **Company / Firm / Agency** for the last 3 Financial Years:

(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2004-05		
2005-06		
2006-07		

12. Give details of the major similar contracts handled by the tendering Company / Firm / Agency during the last three years in the following format:

S.No.	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs. Lacs)	Duration of Contract	
			From	To
1.				
2.				
3.				

(if the space provided is insufficient, a separate sheet may be attached)

13. EMD of Rs. 20,000 (Rupees Twenty Thousand only) enclosed vide Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_.

14. Additional information, if any  
(Attach separate sheet, if required)

Date:  
Place:

Signature of authorized person  
Name:  
Seal :

## DECLARATION

1. I, \_\_\_\_\_ Son / Daughter / Wife of  
Shri \_\_\_\_\_ Proprietor /  
Director/authorized signatory of the agency/Firm, mentioned above, is  
competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the  
tender and undertake to abide by them;
3. The information / documents furnished along with the above application  
are true and authentic to the best of my knowledge and belief. I / we, am  
/ are well aware of the fact that furnishing of any false information /  
fabricated document would lead to rejection of my tender at any stage  
besides liabilities towards prosecution under appropriate law.

Date:  
Place:

Signature of authorized person  
Full Name:  
Seal :

## APPLICATION – FINANCIAL BID

(Quote separately for Data Entry Operators, Data Scanning personnel, Stenographic and Office Assistants, Accounts Assistants, Administrative Assistants and Helpers

**1. For Providing services to TRADITIONAL KNOWLEDGE DIGITAL LIBRARY (TKDL).**

2. Name of tendering Company / Firm / Agency:

3. Details of Earnest Money Deposit : Rs.20,000/- (Rupees Twenty Thousand Only) ( as enclosed with the Technical Bid)

D.D. / P.O. No. & Date :

Drawn on Bank :

4. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi on 31<sup>st</sup> October 2006 for **clerical and Non-Technical Supervisory Staff who are matriculates but not Graduates (For Data Entry Operators and Data Scanning Personnel).**

(a) Rate per person / per month ( six days working; 8 hours excluding  $\frac{1}{2}$  hr. lunch) is  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
(inclusive of all statutory liabilities, taxes, levies, Cess etc.) with following break-up:

S.No.	Component of Rate	Amount (Rs.)
1.	Daily Wage Rate to be calculated for the month (as per MWA, 1948)	Rs. _____
2.	Employees Provident Fund @ _____ % of 1 above	Rs. _____
3.	Employees State Insurance @ _____ % of 1 above	Rs. _____
4.	Service Tax Liability @ _____ % of	Rs. _____
5.	Any other liability (Pl. indicate)	Rs. _____

	6.	Contractors Adm. / Service Charge	Rs.
	<b>Total (Column 1 to 6)</b>		<b>Rs.</b>

<p>Date:</p> <p>Place:</p> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. The rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.</li> <li>2. The payment shall be made on conclusion of the calendar month only on the basis of no. of the number of days the person worked by each manpower.</li> </ol>	<p style="text-align: right;">Signature of authorized person</p> <p style="text-align: right;">Full Name:</p> <p style="text-align: right;">Seal :</p>
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## **TERMS AND CONDITIONS**

### **General**

1. The contract shall commence from 16.08.2007 and shall continue till 14.08.2008 unless it is curtailed or terminated by CSIR owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the work requirements etc.
2. The contract shall automatically expire on 14.08.2008 unless extended further by the mutual consent of contracting agency and CSIR.
3. The contract may be extended, on the same terms and conditions or with some addition / deletion / modification, for a further specific period mutually agreed upon by the successful service providing Company / Firm / Agency and CSIR.
4. The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of CSIR.
5. CSIR, at present, has requirement of (i) 11 skilled Data Entry Operators (9 English and 2 Hindi); (ii) six skilled Data scanning personnel; (iii) six skilled Stenographic and Office Assistants; (iv) three Account Assistants; (v) three Administrative Assistants, and (vi) 11 Helpers on urgent basis. The requirement of the CSIR may further increase or decrease during the period of initial contract also and the tender would have to provide additional personnel, if required on the same terms and conditions.
6. The tenderer will be bound by the details furnished by him / her to CSIR, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
7. CSIR reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.

Contd./...

## **LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED**

8. The contracting agency shall ensure that the individual personnel deployed in the TKDL project conform to the technical specifications of age, educational and skill qualifications prescribed at page Nos.7-9 of the Tender Document.
9. TKDL project operates on six days (i.e. Monday to Saturday) in a week from 900 hrs. to 1730 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs. Besides this, CSIR also observes the Gazetted holidays notified by the Government of India from time to time. The personnel deployed, however, may be required to attend the office in emergencies for which S / he will be paid as per agreed rates.
10. The contracting Company / Firm / Agency shall furnish the following documents in respect of the individual Data Entry Operators who will be deployed by it in CSIR before the commencement of work:
  - a. List of persons deployed;
  - b. Bio-data of the persons.
  - c. Attested copy of matriculation certificate containing date of birth;
  - d. Character certificate from two Group “A” or Class-I officers of the Central / State Government;
  - e. Certificate of verification of antecedents of persons by local police authority.
11. In case, the person employed by the successful Company / Firm / Agency commits any act of omission / Commission that amounts to misconduct / indiscipline / incompetence, the successful Company / Firm / Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by CSIR.
12. The tendering Company / Firm / Agency shall replace immediately any of its personnel who is found unacceptable to CSIR because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from CSIR.

Contd. /...

13. The person deployed shall be required to report for work at 900 hrs. and would leave at 1730 hrs. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.
14. The agency shall depute a co-ordinator who would be responsible for immediate interaction with CSIR so that optimal services of the persons deployed by the agency could be availed without any disruption.
15. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. **The delay by the Agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damages @ Rs.100 per day on the service providing agency.**
16. It will be the responsibilities of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in CSIR and CSIR will have no liabilities in this regard.
17. For all intents and purposes, the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so employed and deployed in CSIR. **The persons deployed by the agency in CSIR shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against TKDL.**
18. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. CSIR shall, in no way, be responsible for settlement of such issues whatsoever.
19. CSIR shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
20. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of CSIR during the currency or after expiry of the contract.

Contd./....

21. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in TKDL/CSIR.

## **LEGAL**

22. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in CSIR.
23. Tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to TKDL/CSIR to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
24. The tendering agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of CSIR or any other authority under Law.
25. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by CSIR.
26. In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof CSIR is put to any loss / obligation, monetary or otherwise, CSIR will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

## FINANCIAL

27. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs.20, 000/- (Rupees Twenty Thousand Only) in the form of Demand Draft / Pay Order drawn in favour of Accounts Officer, Council of scientific and Industrial Research, New Delhi **failing which the tender shall be rejected out rightly.**
28. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. **Further, if the agency fails to deploy the number of personnel as required against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
29. The successful tenderer will have to deposit a security amount of Rs.1,00,000 (Rupees One lakh Only) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Accounts Officer, Council of Scientific and Industrial Research (CSIR), New Delhi covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
30. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by CSIR besides annulment of the contract.
31. The agency shall raise the bill, in triplicate, along with attendance sheet [duly verified by Administrative Officer in respect of the persons deployed and submit the same to Project Director in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

Contd. /...

32. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of CSIR.
33. The amount of pre-estimated agreed liquidated damages calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service providing Company / Firm / Agency in the following month.
34. The Joint Secretary (CSIR) reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

**Under Secretary (General),  
Council of Scientific and Industrial Research**

### **ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID**

1. Application – Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certified document in support of financial turnover of the agency.
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. **Copy of the terms and conditions at pages 12-17 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**

### **ORDER FOR ARRANGEMENT OF DOCUMENTS BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF THE PERSONNEL**

1. List of personnel shortlisted by agency for each of the category of support staff deployed in TKDL containing full details i.e. date of birth, marital status, address etc.
2. Bio-data of all persons.
3. Character certificates from two Group “A” / Class – I Gazetted Officers of the Central / State Government in respect of all persons;
4. Certificate of verification of antecedents of all persons by local police authority.

## **AGREEMENT**

This Agreement is made on.....Day of .....at New Delhi (India) between the Council of Scientific and Industrial Research acting through Under Secretary Central Office, CSIR, Anusandhan Bhawan, Rafi Marg, New Delhi-110001, hereafter referred as “CSIR” which expression shall include all its officers, successors and assigns on the FIRST PART.

## **AND**

M/s ....., a Sole-Proprietorship concern Firm/Manpower Company/Agency having its Registered office at .....hereinafter referred as “Service Provider” which expression shall include all its officers successors and permitted assigns on the “SECOND PART”.



WHEREAS the First Party is a Council of Scientific and Industrial Research of the Government of India.

WHEREAS the Second Party is engaged in the business of providing support services.

WHEREAS the First Party proposed to engage an experienced and professionally qualified Agency to provide support services at Traditional Knowledge Digital Library at Human Resource Development Centre, Ghaziabad and Morarji Desai National Institute of Yoga, Ashok Road, New Delhi.

WHEREAS the Second Party has expressed their keen desire to deploy support services to the First Party under this Agreement. The Second Party has also represented that they possess the professionally qualified skilled manpower and financial capabilities to perform the above functions and such other functions as may be assigned to them under this agreement by the First Party from time to time.

WHEREAS on the aforesaid representation made by the Second Party to the First Party, the Parties hereby enter into this Agreement to provide the agreed services on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER.

#### 1. OBLIGATIONS OF THE SECOND PARTY

- a) The Second Party shall operate and deploy: (i) Data Entry Operators (English and Hindi); (ii) Data scanning personnel; (iii) skilled Stenographic and Office Assistants; (iv) Account Assistants; (v) Administrative Assistants, and (vi) Helpers to the First Party having its office at New Delhi normally on six days (in a week) or as the First Party may require from time to time.
- b) The regularity and quality of the performance of the support services will be the essence of this agreement and shall form a central factor of this Agreement. The Second Party shall take all possible steps to ensure to maintain its performance satisfactorily as determined by the First Party from time to time.
- c) The qualification of the support personnel deployed by the Second Party shall be as follows:-

### **DATA ENTRY OPERATORS**

6. S / he should be at least 12<sup>th</sup> pass and below 30 years of age;
7. S / he should have Typing speed of 40 words per minute in English (or 30 words per minute in Hindi);
8. S / he should be conversant with the working of the computers and should necessarily have knowledge of MS Word (or `Akshar`)
9. S / he should have Character certificates from two Group "A" or Class –I Gazetted Officers of the Central Government / State Government;
10. His / her antecedents should have been got verified by the agency from the local police authorities.

### **DATA SCANNING PERSONNEL**

6. S / he should be at least 12<sup>th</sup> pass and below 30 years of age;
7. S / he should be able to use the flat bed scanners/document scanners);
8. S / he should be conversant with the working of the computers
9. S / he should have Character certificates from two Group "A" or Class –I Gazetted Officers of the Central Government / State Government;
10. His / her antecedents should have been got verified by the agency from the local police authorities.

### **STENOGRAPHIC AND OFFICE ASSISTANTS**

6. S / he should be at least graduate and below 30 years of age;
7. S / he should have a typing speed of 40 words per minute, and a stenographic speed of 100 words per minute;
8. S / he should be conversant with the working of the computers and should necessarily have knowledge of MS Word.

9. S / he should have Character certificates from two Group “A” or Class –I Gazetted Officers of the Central Government / State Government;
10. His / her antecedents should have been got verified by the agency from the local police authorities.

#### **ACCOUNTS ASSISTANT**

4. S / he should be at least B. Com (Pass/Hons.) and below 30 years of age;
5. S / he should have Character certificates from two Group “A” or Class –I Gazetted Officers of the Central Government / State Government;
6. His / her antecedents should have been got verified by the agency from the local police authorities.

#### **ADMINISTRATIVE ASSISTANT**

4. S / he should be at least graduate and below 30 years of age;
5. S / he should have Character certificates from two Group “A” or Class –I Gazetted Officers of the Central Government / State Government;
6. His / her antecedents should have been got verified by the agency from the local police authorities.

#### **HELPERS**

4. S / he should be able to read English and Hindi and below 25 years of age;
5. S / he should have Character certificates from two Group “A” or Class –I Gazetted Officers of the Central Government / State Government;
6. His / her antecedents should have been got verified by the agency from the local police authorities.

- d) The Second Party shall deploy requisite number of support personnel for providing the services to the First party, as per requirements, which may vary from time to time. The Second Party shall be bound to fulfill the

increase/decrease of requirements of support personnel as may be conveyed to them by an authorized office of the First Party, within a period of two working days from the date of receipts of such requirement.

The assessment made by the First Party regarding the quality and efficiency of the services and as to the number of support personnel required, shall be final and binding on the Second Party & the services shall be provided accordingly.

- e) The support personnel deployed by the Second Party shall not use unauthorized software etc. and shall not misuse the Computer sets of the First Party.
- f) If the First Party notices that the employee(s) of the Second Party has /have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Second Party who will devise corrective steps immediately to avoid recurrence of such incidents and report to the First Party its action plan.
- g) If any of the support personnel of the Second Party indulges in theft, negligence or any illegal/irregular activities, misconduct, the Second Party will initiate appropriate action against erring support personnel and intimate accordingly to the First Party.
- h) The First Party shall not be responsible fully or partly to any dispute or difference that may arise between the Second Party and support personnel engaged by it for the services.

## **2. TERMS OF PAYMENT**

- a) The First Party shall pay to the Second Party for the services rendered at the rate .....and .....per month as agreed upon by both the parties on submission of bills every month by the Second Party for payment of wages, bonus and other allowances to the support personnel employed and regarding PF/EPF/ESI, other welfare measures/terminal benefits and other legal obligations, if any, as per the Central/State Govt. rules as amended from time to time will be followed by the Second Party.
- b) ALL payments made by the First Party shall be after deductions of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961, Other Taxes, Duties, if any, as applicable by law, shall be borne by the respective parties.
- c) The Second Party, being the employer in relation to support personnel engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries to such support personnel which in any case will not be less than in accordance with the Minimum wages as fixed or prescribed for the category or workers employed/deployed by it from time to time or by the State Government and/or any authority constituted by or under any law.

- d) The Second Party will have to produce the register of wages cum muster roll of the preceding month along with the bill to be submitted on the 3<sup>rd</sup> day of every month for verification to the nominated official of the First Party. The Second Party shall ensure that payment to his employees is made in the presence of authorized representative of the First Party.

### 3. **SUBMISSION AND VERIFICATION OF BILLS**

The Second Party Shall submit on a monthly basis the bills for the services rendered to enable the First Party to verify and process the same.

### 4. **SECURITY DEPOSIT**

The Second Party shall deposit with the First Party, on or before the date of signing of Agreement, a sum of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Fixed Deposit Receipt for a period of ..... months drawn in favor of “Joint Secretary (Administration), CSIR” as a Security Deposit for the due performance of the terms and conditions of this Agreement for support personnel and the First Party will be entitled to appropriate the same or any part thereof towards any money payable by the Second Party to the First Party for loss, damage or otherwise however. Subject to such adjustment, the Security Deposit will be returned to the Second Party after 30 days of completion or termination, as the case may be, of this agreement.

### 5. **REPORTING TIME AND PLACE**

**a) The support personnel of the Second Party shall provide the requisite services on normal office working hours from 9.00 hrs to 17.30 hrs with 30 minutes lunch break from 13.00 hrs to 13.30 hrs for six days in a week from Monday to Saturday. However in view of exigencies of work, the support personnel may be required to work beyond 17.30 PM also, for which no additional payment will be made. Such support personnel may be at HRDC, Ghaziabad or MDNIY, New Delhi and shall report to designated coordinator of the First Party for routine administrative matters during such working hours till the expiry of this agreement and shall perform their duties with full sincerity and dedication on the terms and conditions mentioned in this agreement.**

- b) The Second Party shall list out the names of support personnel equal to three times of the actual requirement, The support personnel shall be rotated so that

they are familiar with the services and new personnel are not brought all of a sudden for performance of services.

- c) The services rendered by the Second Party under this Agreement shall be under close co-ordination and guidance/instruction of the First Party. Second Party shall frame appropriate procedure for taking immediate action as may be advised by the First Party from time to time.
- d) The Second Party shall decide the Modus Operandi as to engage support personnel by it for rendering proper and efficient services and to conform to its prescribed standards.
- e) The Second Party shall be responsible for the proper behavior of the support personnel deployed and shall exercise proper control over them so that their activities shall not in any way be detrimental of the First Party. The Second Party shall have to replace any of the support personnel within 24 hours if desired so by the First Party or his authorized representatives.
- f) The First Party reserves the right to order any support personnel of the Second Party to leave its premises if his/her presence at any time is felt undesirable.

## **6. DISCIPLINE**

- a) The Second Party shall issue identity cards on its own name and trading style, to its personnel deputed for rendering the said services, which at First Party's option, would be subject to verification at any time. The First Party may refuse the entry into its premises to any support personnel of the Second Party not bearing such identity card.
- b) No support personnel of the Second Party shall leave the premises where they have been deployed without the permission of the First Party.
- c) It is understood between the parties hereto that the Second Party alone shall have the right to take disciplinary action against any support personnel engaged/employed by it, while no right shall vest in any such support personnel to raise any dispute and/or claim whatsoever against the first Party. First Party shall under no circumstances be deemed or treated as the Employer in respect of support personnel engaged/employed by the Second Party for any purpose, whatsoever, nor would First Party be liable for any claim(s) whatsoever, of any such operators.

## **7. NATURE OF AGREEMENT**

The parties hereto have considered, agreed to and have clear understanding on the following aspects:

- a) This agreement is for providing the aforementioned support personnel for items of work/jobs. It is clearly understood by the Second Party that the persons employed by the Second Party for providing the services as mentioned herein, shall at no point of time be said or deemed to be in the employment of the First Party and shall be the employees of the Second Party only and not of the first party. The support personnel engaged by the Second

Party shall have accordingly no claim or right of employment, right of absorption/regularization or any concession or relaxations for the same etc. with the First Party. The number of support personnel to be employed and the individual person to be employed for providing the said services shall be decided by the Second party who shall be liable to make timely payment to its said employees towards their monthly wages/salaries and other dues like PF/ESI/EPF, minimum wages, gratuity etc.

- b) First Party shall not be liable for any obligations and/or responsibilities contractual, legal or otherwise, towards the Second Party's employees/agents or to the said employees/agents directly and/or indirectly, in any manner whatsoever.
- c) The employees/personnel of Second Party rendering the services under this Agreement shall never be deemed to be the employees of First Party in any manner whatsoever and shall not be entitled from the First Party for employment, salary/wages, damages, compensation or anything arising from their deployment by Second Party for rendering the said services.

## **8. STATUTORY COMPLIANCES**

- a) Second Party shall obtain all registration(s)/permissions(s)/license(s) etc. which are/may be required under any labour or other legislations for providing the services under this Agreement.
- b) It shall be the Second Party's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the service under this Agreement. The Second Party indemnifies and shall always keep First Party indemnified against all losses, damages, claims/actions taken against First Party by any Authority/Office in this regard.
- c) The Second Party undertakes to always comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour(Regulation and Abolishment) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Second Party shall further observe and comply with all Govt. laws concerning employment of staff employed by the Second Party and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Second party is fully responsible to ascertain and understand the applicability of various acts, and take necessary action to comply with the requirements of law.
- d) Nothing contained in this Agreement shall be construed as establishing, creating or implied between the Parties (including the Personnels engaged by the Second Party), a relationship of master and servant or principal and agent.
- e) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any automatic absorption, regularization,

continued engagement or concession or preference for employment of persons engaged by the service provider (the Second Party) for any engagement, service or employment in any capacity in any office or establishment of the First Party.

- f) The Second Party declares and agrees that this Agreement does not amount to employment with the First Party nor confer any right on the Second Party or its engaged Personnels, nor any representation by the First Party as to the possibility or preference in employment at any time in future in respect of Personnels of the Second Party in any office/establishment of the First Party.
- g) The Second Party shall at all time indemnify the First party/the Government against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the Second Party's employees, Personnels or agents or by any other Third Party resulting from or by any services rendered or operation conducted by or on behalf of the Second Party.
- h) The Second Party shall notify the First Party/the Government of any material change in their status, shareholding or that of any Guarantor of the Second Party in particular, where such change would impact on performance of obligations under this Agreement.

## 9. INDEMNIFICATION

**a) The Second Party shall always, at its own expenses, make good any loss or damages suffered by the first Party as a result of the acts of commission or omission, negligently or otherwise of its support personnel while providing the said services at any of the premises of the first party or otherwise.**

- b) The Second Party shall at all times indemnify and keep indemnified the first Party against any claim on account of disability/death of any of its support personnel caused while providing the services within/outside the premises of the First Party which may be made under Workmen's Compensation Act, 1923 or any other Act or any other statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any support personnel of the Second Party or in respect of any claim, damage, or compensation under Labour laws or rules made there under by any support personnel whether in the employment of the Second Party or not who provided or provides the services at the place of the First Party or any other premises of the First Party as provided hereinbefore.
- c) The Second Party shall at all times indemnify and keep indemnified the first Party against any claim by any third party for any injury, damage, to the



property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel/ support personnel during the hours of providing the services at the First Party's premises or before and after that.

- d) That, if at any time, during the operation of this Agreement on thereafter the First Party is made liable in any manner whatsoever by any order, direction or otherwise of any court, Authority or Tribunal, to pay any amount whatsoever in respect of or to any of the present or ex-personnel of the Second Party or to any third party in any event not restricted but including as mentioned in sub-clauses no. (a), (b) and (c) herein above, the Second Party shall immediately indemnify and pay to the First Party all such amounts and costs also and in all such cases/events the opinion of the First Party shall be final and binding upon the Second Party. The First Party shall be entitled to deduct any such amounts as aforesaid, from the Security Deposit and/or from any pending bills of the Second Party.

#### **10. LIABILITIES AND REMEDIES**

In the event of failure of the Second Party to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the First Party shall be entitled to procure services from other sources at the risks and cost of Second Party and the Second Party shall be liable to pay forthwith to the First Party the difference of payments made to such other sources, besides agreed pre estimated liquidated damages at double the rate of payment.

#### **11. LOSSES SUFFERED/CAUSED BY SECOND PARTY**

- a) The Second Party shall not claim any losses, damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, defaults or error in judgement on part of itself and/or its support personnel in rendering or non-rendering the services under this Agreement.
- b) Any loss/damage to the property of the First Party due to negligence of the support personnel shall have to be borne by the Second Party.

#### **12. TERM**

This Agreement shall be effective for a period of 12 months w.e.f 01.08.2007 up to 31/07/2007 and can be considered to be extended further for such period and on such terms and conditions as may be deemed fit and proper by the First Party.

### **13. TERMINATION**

- a) Either party can terminate this Agreement by giving three months written notice to the other without assigning any reason and without payment of any compensation thereof. However, the First party shall give only seven days notice for the termination of this agreement to the Second Party when there is a major default in the compliance of the terms and conditions of this Agreement or the Second Party has failed to comply with its statutory obligations. Decision of the First Party in this regard shall be final.
- b) If Second Party commits breach of any covenant or any clause of this Agreement, First Party may send a written notice to the Second Party to rectify the breach within the time limit specified in the notice. In the event Second Party fails to rectify the breach within the stipulated time, the Agreement shall forthwith stand terminated and Second Party shall be liable to the First Party for losses or damages on account of such breach.

### **14. ASSIGNMENT OF AGREEMENTS**

This Agreement is executed on the basis of the Current management structure of the Second Party. Henceforth, any assignment of this agreement, in part or whole, to any third party without the prior written consent of the First Party shall be a ground for termination of this Agreement forthwith.

### **15. COMPOSITION AND ADDRESS OF SECOND PARTY**

- a) The Second Party shall furnish to the First Party all relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Second Party and proof of its registration with the concerned Govt. Authorities required for running such a business of the Second Party.
- b) That the Second Party shall always inform the First Party within 30 days in writing, about any change in its address or the names and addresses of its key personnel. Further, the Second Party shall not change its ownership without the prior approval of the First Party.

### **16. SERVICE OF NOTICES**

Any notice or other communication required or permitted to be given between the parties under this Agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

**FIRST PARTY**

**SECOND PARTY**

Traditional Knowledge Digital Library,  
Council of Scientific and Industrial Research  
Anusandhan Bhawan  
Rafi Marg  
NEW DELHI 110001

**17. CONFIDENTIALITY**

It is understood between the parties hereto that during the course of business relationship, the Second Party may have access to confidential information of First Party and it undertakes that it shall not, without the First Party's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive the period of five years from the date of expiry of this Agreement or earlier termination thereof.

**18. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties and supercedes all previous or other writings and understandings, oral or written and further any modifications to this Agreement. If required, shall only be made in writing.

**19. AMENDMENT/MODIFICATION**

The parties can amend this Agreement at any time, However, such amendment shall be effective only when it is reduced in writing & signed by the authorized representatives of both parties hereto.

**20. CAPTIONS**

The various Captions used in this Agreement are for Organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the Text, the Text shall prevail.

**21. WAIVER**

At any time any indulgence or concession granted by the First Party shall not alter or invalidate this Agreement nor constitute the waiver of any of the provisions hereof after such time, indulgence or concessions shall have been granted. Further, the failure of the First Party to enforce at any time, any of the Provisions of this Agreement or to exercise any option which is herein provided for requiring at any time the performance by the Second Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement

nor in any way affect the validity of this Agreement or any part thereof or the right of the first party enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

**22. FORCE MAJEURE**

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, Civil commotion, strike, acts of terrorism, labour disputes and governmental or public authorities demands or requirements.

**23. DISPUTE RESOLUTION**

This Agreement shall be deemed to have been made/executed at Delhi for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the Sole Arbitrator to be appointed by the Director General, Council of Scientific and Industrial Research, Rafi Marg, New Delhi. The award given by the Arbitrator shall be final and binding on the parties. The venue for Arbitration shall be in NEW DELHI.

**24. GOVERNING LAW/JURISDICTION**

The applicable law governing this Agreement shall be the laws of India and subject to the provisions of clause 23 above and the Courts of Delhi shall have the exclusive jurisdiction to try and dispute with this Agreement.

**25. TWO COUNTERPARTS**

This Agreement is made in Duplicate. The Second Party shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions motioned above, In the event of commencement of work order against this Agreement without prior submission of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE FIRST PARTY AND THE SECOND PARTY ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED, SEALED AND DELIVERED  
AND  
DELIVERED

SIGNED, SEALED

FOR & ON BEHALF OF PRESIDENT  
OF OF INDIA

FOR & ON BEHALF