

No. 4(1)/Bill/2019



SUPPLY OF CONTRACTUAL MANPOWER - GRADUATE & ABOVE, SKILLED/SEMI-SKILLED/UN-SKILLED WORKERS FOR MISCELLANEOUS & GENERAL REQUIREMENT AT CSIR-NISTADS

Estimated cost : Rs. 34,06,873/- (one year)

Year 2019-20

Supply of contractual Manpower—Graduate & above, Skilled, Semi-skilled and Un-skilled initially for a period of **one year** which may be extended for another one year with mutual consent subject to satisfactory services.

Name of the Firm:.....

.....

Date of Opening: _____

Time of Opening: _____



NATIONAL INSTITUTE OF SCIENCE TECHNOLOGY AND
DEVELOPMENT STUDIES
Dr. K. S. Krishnan Marg, Near Pusa Gate New Delhi – 110012
Telephone Nos. 25841630, 2584338
(www.nistads.res.in)



TENDER DOCUMENT

NAME OF WORK: SUPPLY OF CONTRACTUAL MANPOWER - GRADUATE & ABOVE, SKILLED/SEMI-SKILLED/UN-SKILLED WORKERS FOR MISCELLANEOUS & GENERAL REQUIREMENT AT CSIR-NISTADS

DATE & TIME FOR DOWNLOADING OF BID DOCUMENTS : 05/07/2019 FROM 11:00 HRS

LAST DATE & TIME FOR SUBMISSION OF TENDER DOCUMENTS : 18/07/2019 UPTO 15.00 HRS.

DATE & TIME FOR OPENING OF TECHNICAL BID : 19/07/2019 AT 15:00 HRS.

TECHNICAL BID

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NOTICE INVITING TENDER

On behalf of the Director, CSIR-NISTADS the tenders online at <https://etenders.gov.in> are invited in the prescribed format under two bid system, for the following work

Name of Work	Earnest Money	Contract Period
Supply of contractual manpower - Graduate & Above, Skilled, Semi-skilled Un-skilled categories at CSIR-NISTADS	Rs. 68,150/-	12 months

The Contractors having **annual turnover of Rs. 10,22,619/-** and above, continuously during the preceding 3 financial years (2015-16, 2016-17 & 2017-18) holding valid registration and licence under Contract Labour (Regulation & Abolition) Act, 1970; ESI Act 1948 and EPF Act 1952 and having GST registration and who have worked for CSIR or its laboratories & have successfully carried out (started & completed) the **minimum. One/two/three similar works (providing Graduate & above, skilled/semi-skilled/un-skilled workers) each** costing not less than Rs.27,25,500/-, Rs. 20,44,000/- & Rs. 13,62,750/- respectively in a single contract of duration 01 year, within last three years, ending on last date of previous month. In case the contract prevailed for duration more than one year, the average value of work done in a year may be worked out accordingly. The contract for duration of less than one year shall not be considered.

1. Prospective tenderers are advised to get registered themselves at NIC CPP portal, obtain 'Login ID & Password' and go through the instructions available in the Home Page after logging into the CPP-portal parallel which is essentially required for submission of their tender.
2. The tenderer shall be required to submit the bids in two bids systems and a hard copy of tender shall not be entertained in that case.

For information, window NIT is also available in website <http://www.etenders.gov.in> & www.nistads.res.in
Interested and eligible contractors may download and go through the tender document.

3. Evaluation of Tenders - 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 notified by Govt. of NCT of Delhi) plus the Statutory taxes / dues like ESI, EPF, Bonus, etc and GST as applicable. In case, the Service Charges quoted by two or more agencies are equal, L1 will be decided based on highest turnover (Average of 3 years), as described in Annexure-A, as submitted by the bidders in a separate sheet.
4. Tenderers must ensure that all the uploaded documents should be of quality. Vague/poor quality of printed documents and incomplete documents will not be accepted.
5. The tenderers must ensure that service charges quoted should be reasonable
6. The Successful bidder, after getting the LOI (letter of intent), has to sign in each and every page of contract documents (hard copies) with date and seal downloaded from <https://etenders.gov.in>.

7 . The Director, CSIR-NISTADS reserve the right to disallow issue of tender document to working agencies whose ongoing performance is below par and usually poor. He also reserves the right to verify the credentials submitted by the agency at any stage (before or after the award of work). If at any stage, any information/documents submitted by the tenders is found to be incorrect/false or have some discrepancy which disqualifies the contractor then the following action are liable:

- a) Forfeit the entire amount of EMD submitted by the firm.
- b) The agency shall be liable for debarment from tendering in CSIR-NISTADS, apart from any other appropriate contractual/legal action.

The Director, CSIR-NISTADS reserves the right of accepting or rejecting any or all tenders or any part thereof without assigning any reason.

(A) Eligibility Criteria for Technically Qualification:

The following documents may be attached as per requirement:- under point 1)

- 1 EMD shall be deposited in favour of Director, CSIR-NISTADS, New Delhi through RTGS/NEFT (Account **No.91002010030056 IFSC Code of the Branch SYNB0009100** (Bank Address Syndicate Bank , NPL, New Delhi-110012) and attach copy of payment details.
- 2 Copy of Labour Licence Number
- 3 Copy of EPF Registration Number
- 4 Copy of ESIC Registration Number
- 5 Copy of GST Registration Number
- 6 Copy of PAN Number
- 7 RTGS Details
- 8 Undertaking proforma at Annexure –‘C’
- 9 Proof of **having annual turnover of Rs. 10,22,619/-** and above during financial year 2015-16, 2016-17 & 2017-18, (Certificate from CA may be furnished)
- 10 Proof of carrying out of One/two/three similar works for (providing skilled/semi-skilled/unskilled workers) **costing not less than Rs.27,25,500/-, Rs. 20,44,000/- & Rs. 13,62,750/- respectively** in a single contract of duration of 01 year within last three years, ending on last date of previous month. (Award letters & Completion certificates).

11 Financial e- bid through CPP portal:-

12 . All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as standard BOQ format with the tender document, then the same to be downloaded and to be filled by the bidders. Bidders are required to download the BOQ file is open it and complete the unprotected cells with their financial quotes and other details (such as name of the bidder) No other cells should be changed/tempered. Once the details have been completed; the bidder should save it and submit online, without changing the file name. If the BOQ file is found to be modified or tampered by the bidder, the bid will be rejected.

Controller of Administration

The **important** dates are as follows:

Sl. No.	Schedule of activities	Date and time
1	Date & time for publication on CPP Portal	04/07/2019 from 16:00 Hrs.
2	Start date & time for downloading of Bid documents	05/07/2019 from 11:00 Hrs.
3	Starting date & time for submission of tender documents	05/07/2019 from 15.00 Hrs.
4	Last date & time for downloading of Bid documents	17/07/2019 upto 11:00 Hrs.
5	Last date & time for submission of tender documents	18/07/2019 upto 15.00 Hrs.
6	Date & time for opening of Technical Bid	19/07/2019 at 15:00 Hrs.
7	Date & time for opening of Financial Bid	To be intimated later on

Scope of Work and related Specific Conditions

1. The Contractor will provide the Graduate & above, Skilled, Semi-skilled and Unskilled Workers, as and when required by CSIR-NISTADS.

Tentatively **Graduate & above (04 Nos.), Skilled workers (09 Nos.) ,Semi-skilled (1 No.) & unskilled workers (03 Nos.)** are required. The number may increase or decrease depending upon work requirement.

2. The Contractor shall endeavor to bring his own workers.

Instructions to Tenderers and General terms & conditions for Supply of contractual Manpower

1. General

- 1.1 Council of Scientific & Industrial Research (CSIR) is a premier research & development organization in the country (refer website <https://etenders.gov.in> National Institute of Science Technology and Development Studies, New Delhi (refer website <http://www.nistads.res.in>) is a constituent laboratory of CSIR.
- 1.2 On behalf of the Director, CSIR-NISTADS, the tendering process online at <https://etenders.gov.in> are invited in the prescribed format under two bid system on behalf of CSIR for " Supply of contractual manpower - Graduate & above, Skilled/Semi-skilled/Unskilled Workers at CSIR-NISTADS".
- 1.3 In order to be an eligible tenderer, the contractor must be holding valid registration and licence under Contract Labour (Regulation & Abolition) Act, 1970; ESI Act 1948 and EPF Act 1952 and having GST registration and have successfully executed/completed similar works as per NIT.
- 1.4 Tenderers are required to produce proof of fulfilling the above conditions along with copies of GST registration, valid labour licence issued by appropriate authority under Contract Labour (Regulation & Abolition) Act, 1970; ESIC, EPF, GST registration no. and completion certificates.
- 1.5 The duration of the contract is for a period of one year from the date of commencement/award of work which may be extended for another one year with mutual consent subject to satisfactory services.
- 1.6 The Director, CSIR-NISTADS reserves the right to cancel/terminate the contract at any time during the period of contract without assigning any reasons thereof, after giving one months notice to the contractor. The contractor on his part will have to give two months notice.
- 1.7 If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the contract shall be cancelled and Performance Security shall be forfeited without any claim whatsoever and the contractor will be liable for action as appropriate under the extant laws.
- 1.8 Canvassing in connection with the tender is strictly prohibited and the Tenderer resorting to canvassing will be liable for rejection on that ground alone.

- 1.9 The Tenderer shall not be permitted to tender for work in the concerned unit of CSIR in which his relative is posted in the grade between Controller of Administration and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above.

NOTE:

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

1.11 Prospective tenderers are advised to get themselves registered at NIC CPP portal, obtain 'Login ID & 'Password' and go through the instruction available in the Home Page after logging into the CPP- portal parallel which is essentially required for submission of their tender.

1.12. The tenderer shall be required to submit the bids in two bids systems and hard copy of tender shall not be entertained in that case.

The tender is to be submitted strictly as per NIT.

1.13. **The tenderers are advised to submit only relevant papers/ documents, as per NIT, in envelope-I** Do not upload irrelevant/unwanted paper which may lead to rejection of the tender and no further correspondence will be entertained in this regard.)

1.14 **Precautions while filling the Tenders** - The tenderers while filling the tenders should take care of the following:-

1.15 Envelope-I must have all the essential documents as stated in NIT of this tender document, failing which the tender will be deemed as non-responsive and disqualified for further evaluation. Photocopies of all the documents attached with the tender should be self attested by the tenderer (Please avoid to upload unwanted/irrelevant document which are not required this may lead to reject the tender).

1.16 The Tenderers must ensure that service charges quoted should be reasonable. Contractors, before quoting for service charges for the work must take into consideration various aspects such as deduction of Income Tax at source, other expenses to run the establishment, payment of statutory charges to contract workers as well as to the State / Govt./ Statutory Bodies, supply of Photo Identity Cards, maintenance of proper record at site & other related things/documents/liveries in some cases.

1.17 As cost components like minimum Wages, ESIC, EPF, GST 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 based on higher turn over (Average of 3 years). Certificate from the CA may be furnished with the Envelope -1.

1.18 If it is observed that there is differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed:-

1.19 When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the tenderer shall be taken as correct.

1.20 When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, the rate quoted by the tenderer in words shall be taken as correct.

1.21 When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.

1.22 All over-writings/corrections should be duly signed by the tenderer.

1.23 All the pages of this tender document need to be duly signed and stamped by the Contractor with date as a token of having accepted the same.

2. **Opening of Tenders** - As per NIT through CPP Portal.

2.1 It is mandatory for the Contractor to pay minimum wages (as notified by Govt. of NCT of Delhi), plus the Statutory taxes / dues like ESI, EPF, Bonus, GST etc.

2.2 The Earnest Money (EMD) will be forfeited if the contractor fails to commence the work as per the letter of award and the award letter will be cancelled.

2.3 If the Tenderer withdraws his Tender during the period of Tender validity.

2.4 If the successful Tenderer fails to:

(a) Sign the contract or to furnish the performance security in accordance with General terms and conditions of contract.

(b) Comply with all the terms and conditions of the agreement.

(c) Comply with the rules and regulations as set forth by Govt. and applicable to the Contract for the supply of contractual manpower.

2.5 Return/refund of EMD to the unsuccessful/non-responsive Tenderers will be made normally within 30 days after the successful award of tender. No interest shall be payable on it under any circumstances.

2.6 **Acceptance of Tender:**

2.7 Director, CSIR-NISTADS further reserves the rights to accept one or more Tenders in part or in full or reject any or all Tenders in part or full without assigning any reasons thereof.

2.8 Director, CSIR-NISTADS also reserves the right to disqualify such Tenderers who have a record of not meeting the contractual obligations against earlier contracts entered into with CSIR, or with any central or state government agencies.

2.9 **Validity of Tender-** The Tenders submitted shall remain valid for a period of 90 days from the date of opening of tenders. Validity after this period will be as per the mutual consent of the tenderer and CSIR-NISTADS.

3 **Award of Tender**

4 The Director, CSIR-NISTADS will award the contract to the successful evaluated Contractor whose tender is found to be responsive enough and who is eligible and qualified to perform the contract satisfactorily as per terms and conditions incorporated in the bidding document.

5 CSIR- NISTADS will communicate to the successful bidder by **“Registered Post/Speed Post”**. This letter (hereafter and in the condition of contract called the “Award Letter”) shall prescribe the amount or rates which are payable to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

6 **Performance Security**

7 The successful Tenderer shall be required to furnish a performance security of 10% of the awarded value of the contract within 10 days after receipt of Award Letter in the form of a Bank Guarantee/FDR from any Scheduled Bank in favour of “The Director, NISTADS and valid for a period of 15 months from the date of start of work.

8 The performance security & EMD shall be discharged/ returned after expiry and successful completion of the contract. In case of non-execution of the contract, in part or in full, the performance guarantee shall be forfeited, after giving due notice to the Contractor in respect of the defective/improper performance/execution or breach of any of the terms of the contract etc.

9 Any sum of money due or payable to the Contractor, including the performance security refundable to him under the contract, may be apportioned by CSIR-NISTADS against any amount of loss caused/penalty imposed on the Contractor, which the Contractor may owe to CSIR-NISTADS under this contract or any other contract or transaction.

10 **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 crediting the payment directly to the account of Contractor.

11. **Signing of contract** - The successful Tenderer shall present himself for signing the contract within 10 days after receipt of Award Letter from CSIR-NISTADS. Commencement of the Contract shall be made by the Contractor in accordance with the time schedule specified in the Award letter issued by CSIR- NISTADS.

12. The successful tenderer shall provide to CSIR-NISTADS the list having Names, Date of Birth, Qualification and Experience details of the staff to be deployed at CSIR- NISTADS. All of them shall be medically fit. All staff deployed by the Contractor shall have Plastic/Laminated photo identity cards issued by the Contractor and duly verified by CSIR-NISTADS so that entry is restricted to only legitimate persons to CSIR-NISTADS premises. The police verification for such staff shall be done by the contractor before deployment in the Institute. Any worker found without identity card will not be permitted to enter the premises. The staff will always display the I Card on person. The staff will always be in neat and clean clothes.

13. The Contractor shall have a valid labour licence under the Contract Labour (R&A) Act, 1970 and the Contract Labour (R&A) Central Rules, 1971. He shall continue to have a valid

license until the completion of work. The Contractor shall also comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923 Labour Laws, Contract Labour (R&A) Act, 1970 and Contract Labour (R&A) Central Rules, 1971 etc. or the modifications thereof or any other laws relating there to and the rules made there under from time to time. Any site licence, if required from local authorities/bodies will have to be obtained by the Contractor at his own cost. The Contractor will be fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/risks in relation to employees to be engaged by him. The Contractor shall maintain all the statutory registers required under labour laws. The Contractor shall also produce these records on demand by CSIR-NISTADS. If he fails to do so, his failure will be a breach of the contract and CSIR-NISTADS may at its discretion cancel the contract without prejudice to any other action under the law and contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Acts. In a nut shell, the Contractor shall comply with the provisions of various labour laws and rules there under in total and CSIR-NISTADS shall have the right to check the relevant documents.

14. It will be the responsibility of the Contractor to make payment (E-payment) to his workers latest by 7th of every calendar month and claim reimbursement thereafter. The Wages shall not be less than the minimum wages under the minimum wages Act applicable for Delhi. The contractor shall furnish copies of wage register etc. to CSIR- NISTADS for having paid all the dues to the persons deployed by him for the work under the Contract, Latest by 15th of every month along with bill per reimbursement The Contractor shall also comply with the labour regulations regarding payment of wages, wage period deductions from wages, recovery of wages not paid and deductions un-authorised made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employment, inspection and submission of periodical returns.
15. The Contractor shall have the legal status of an independent Contractor. The Contractor and his staff or any person deployed by the Contractor in the performance of the services under the present contract shall be the employee of the contractor for all intents and purposes and shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer or employee between the said persons and the CSIR-NISTADS shall accrue/arise implicitly or explicitly. The Contractor shall keep CSIR- NISTADS indemnified from any liability arising on this account.
16. Internal organizational problems of the Contractor and the deployed staff will be resolved by the Contractor at his own end without disturbing the peace & tranquility and involvement of the CSIR- NISTADS. Occurrence of such incident(s) will lead to termination of the Contract along with forfeiting of Contract alongwith EMD.
17. The contractor shall be required to maintain permanent attendance register/roll within CSIR-NISTADS premises which will be open for inspection and checking by the authorized officers of CSIR-NISTADS.
18. **EPF/ESI** : It shall be the responsibility of the contractor to deposit EPF & ESI contribution in respect of all the workers deployed at CSIR-NISTADS under the contract to the concerned authorities on regular/monthly basis and in the local bank authorized for the purpose, within

the stipulated time as prescribed under the rule. in addition to this, the contractor shall produce EPF & ESI individual account nos. of his personnel deployed under the contract within one month from the date of commencement of the contract, failing which appropriate action will be initiated by the laboratory and no claim for reimbursement of payment shall be entertained. further, the contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of EPF & ESI towards the persons deployed at CSIR-NISTADS in their respective names. in case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.

19. CSIR-NISTADS shall reimburse the amount of GST deposited by the contractor with the appropriate authorities. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.
20. The contractor shall also be responsible to provide other benefits to the workers engaged by him under the Social Welfare Legislation Acts like Bonus etc. as admissible under the rules and CSIR-NISTADS shall not be responsible for any claims of staff engaged by the contractor.
21. Any compensation for disengagement on account of death, disability of any worker deployed at CSIR NISTADS, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability.
22. The workers engaged by the Contractor will be on their payroll and therefore will not be entitled to any benefit as applicable to the employees of CSIR- NISTADS.
23. The Contractor shall not lease or sub-contract the whole or any part of the contract to anybody. Such act will lead to cancellation of Contract along with forfeiture of EMD and/or Performance Security.
24. If necessary, the Contractor will have to arrange accommodation for his staff. CSIR-NISTADS will not provide any accommodation.
25. The contractor or his workers shall not misuse the CSIR- NISTADS premises for any purpose other than for which contract is awarded.
26. Payment of enhancement/escalation on account of revision in minimum wages by the appropriate govt. from time to time shall be payable by CSIR-NISTADS to the contractor.
27. Deductions of Income Tax and any other Govt. Taxes, as applicable from time to time, shall be deducted at source from monthly bills of the contractor.
28. For any point not covered in this tender document or under the agreement, the decision of the Director, NISTADS shall be final and binding on the contractor.
29. In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement the same shall be **referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.**



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ANNEXURE-A

SUPPLY OF CONTRACTUAL MANPOWER—GRADUATE & ABOVE, SKILLED, SEMI-SKILLED UN-SKILLED CATEGORIES AT CSIR-NISTADS

Performa for eligibility

1. Name of the firm _____
2. WHETHER PROPRIETY OR PARTNERSHIP FIRM _____
(ATTACH COMPANY PROFILE)
3. PAN NO. _____
4. TENDER FEE DETAIL
 - A. AMOUNT _____
 - B. NEFT/RTGS DETAILS _____
 - C. BANK _____
5. EMD DETAIL
 - A. AMOUNT _____
 - B. NEFT/RTGS DETAILS _____
 - C. BANK _____
6. LABOUR LICENSE NO. (UNDER CLRA ACT, WITH VALIDITY DATE) _____
7. EPF REGISTRATION NO. _____
8. ESIC REGISTRATION NO. _____
9. G.S.T REGISTRATION NO. _____

10. Details & Copies of award letters and performance certificates in respect of Similar work at least One/two/three similar works (providing Graduate & above, skilled/semi-skilled/un-skilled workers) each costing not less than **Rs, 27,25,500/-, Rs. 20,44,000/- & Rs. 13,62,750/- respectively** in a single contract of duration 01 year within last three years, ending on last date of previous month. In case the contract prevailed for duration more than one year, the average value of work done in a year may be worked out accordingly. The contract for duration less than one year shall not be considered. AS per Annexure-B

1. _____
2. _____
3. _____

11. TURN OVER (CERTIFICATE FROM CA IS REQUIRED TO BE SUBMITTED)

1ST YEAR (2015-16) _____

2ND YEAR (2016-17) _____

3RD YEAR (2017-18) _____

AVERAGE OF 3 YEARS _____

SINGANTURE OF THE CONTRACTOR
WITH STAMP AND DATE



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ANNEXURE-B

Supply of contractual Manpower-Graduate & above, Skilled, Semi-skilled Un-skilled categories at CSIR-NISTADS.

PROOF OF SIMILAR WORKS

1. One/two/three similar works (providing skilled/semi-skilled/un-skilled workers) each costing not less than **Rs. 27,25,500/-, Rs. 20,44,000/- & Rs. 13,62,750/- respectively** in a single contract of duration 01 year within last three years, ending on last date of previous month. In case the contract prevailed for duration more than one year, the average value of work done in a year may be worked out accordingly. The contract for duration less than one year shall not be considered.

Clearly give following details in brief in respect of each of the contracts indicated under point (1) above (please use separate pages for each contract, one page should have brief details of only one contract):-

Name of the Work

Address & contact details of the organization and officer concerned

Start Date

Completion Date

Total Contractual Value of the Work

3. **Kindly provide above details in r/o similar current contract(s), if any, on a separate page.**

4. An undertaking to the effect that the firm has never defaulted in remitting ESI, EPF & GST to the concerned govt. agencies/authorities (Format of undertaking is enclosed as Annexure ("C").

(FAILURE TO COMPLY WITH THE ABOVE STIPULATIONS, 1, 2, 3,& 4 WILL DISQUALIFY THE TENDERER FROM FURTHER EVALUATION AT HIS/HER OWN RISK.)

Signature AND STAMP of the Contractor
with date

ANNEXURE-C



TENDER ACCEPTANCE LETTER
(To be given on company letter head)

Date:

To,

The Director
NISTADS,
Dr. K.S. Krishnan Marg,
New Delhi-110012

Sub: Acceptance of Terms & Conditions of Tender

Tender No.

Name of tender/Work:

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/work' from the website(s) namely e-tendering portal <https://etenders.gov.in/eprocure/app> as per advertisement given in the above website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents(including all documents like GCC, Scope of work, Annexure(s), Schedule(s), Undertaking letter etc., which form, part of the contract agreement and I/We shall abide hereby the terms/conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirely.
5. I/We do hereby declare that our firm has not defaulted in remittance of ESI, EPF and not blacklisted/debarred by any Govt. Deptt./Public sector undertaking.
6. I/We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder, with official seal)

Annexure – E (Envelope –II)



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Name of work: Supply of contractual manpower-Graduate & above, Skilled, Semi-Skilled & Un-Skilled for miscellaneous and General Requirement at CSIR-NISTADS, New Delhi-110012

FORMAT OF FINANCIAL BID

Description	Service charges in Figures %age	Service charges in words
Service charges on Minimum wages in %age for Supply of Graduate & above, Skilled, Semi-Skilled & Un-Skilled manpower		

Note:

The payment of wages to hired manpower will be as per Minimum Wages of Govt of NCT Delhi (Rates applicable at that particular point of time) other statutory payment like ESI, EPF & GST , Bonus etc will be paid as per Govt of India orders applicable from time to time.

Signature

Date:

Place:

ANNEXURE – D

On a Non-judicial Stamp Paper of Rs. 100/-

AGREEMENT

This AGREEMENT made on this _____ day of _____ 2019 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 through Director, National Institute of Science, Technology and Development Studies (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

And

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

WHEREAS the CSIR is desirous of giving a contract for providing the **“Supply of contractual manpower - Graduate & above, Skilled, Semi-skilled and Unskilled Workers for miscellaneous/General works at CSIR-NISTADS”** at National Institute of Science, Technology and Development Studies, Dr. K.S. Krishnan Marg, New Delhi-110012, which is a constituent unit of CSIR (hereinafter referred to as CSIR-NISTADS) and whereas the Contractor has offered to provide the “Contract for supply of contractual manpower - Graduate & above, Skilled, Semi-skilled and Unskilled Workers for miscellaneous works and for general requirement at CSIR-NISTADS” 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/or formalities which are required to be fulfilled under the said Act or any amendment thereof for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc. and the Contractor shall report the compliance thereof to the CSIR. The Contractor shall be solely liable for any violation of the provision of the said Act or any other Act.

WHEREAS CSIR through Director, NISTADS has agreed to award the contract of work of **“Supply of contractual manpower - Graduate & above, Skilled, Semi-skilled and Unskilled Workers general requirement at CSIR-NISTADS”** hereinafter mentioned as work assigned.

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 person deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR-NISTADS shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned, the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director of the Lab. or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director, NISTADS for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director, NISTADS or the officer designated by the Director, NISTADS in this respect from time to time.
3. That the Director, NISTADS or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons so deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the Contractor does not come upto the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the Lab. in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director, NISTADS in case of any of the aforesaid acts on the part of the said person.
5. The tender dated _____ submitted by the Contractor and CSIR-NISTADS Award letter No. _____ dated _____ form an integral part of this agreement in toto.

B. CONTRACTOR'S OBLIGATIONS:-

1. That the Contractor shall carefully and diligently perform the work assigned to him in consultation with the Lab.
2. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance on their duty.
3. That the Contractor shall submit details, such as names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the Lab. for the purpose of proper identification of the employees of the Contractor deployed for the work. He shall issue

identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.

4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions. The Contractor shall be liable to make payment to his workers latest by 7th of every calendar month and claim reimbursement thereafter.
5. That the Contractor shall at his own cost, if required take necessary insurance cover in respect of the aforesaid services rendered to CSIR-NISTADS and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and / or any other rules/regulation and / or statutes that may be applicable to them.
6. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations any of the obligations hereunder and/or under are any of these, the CSIR shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payments.
7. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of CSIR-NISTADS.
8. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR-NISTADS and shall on demand furnish copies of wage register/muster roll, etc. to CSIR-NISTADS for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of CSIR in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
9. That the Contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR-NISTADS buildings before submitting the bill for the subsequent month. In case the Contractor fails to

do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.

10. The Contractor shall take all reasonable precautions to prevent any unlawful or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-NISTADS.
11. That the Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there under, as amended from time to time. The Contractor shall pay monthly wages to his workers at the rate of minimum wages fixed by the Delhi Government.
12. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director, NISTADS a sum as may be claimed by CSIR-NISTADS
13. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Lab./Instt. and ensure that no such person shall create any disruption/hindrance/problem of any nature in Lab./Instt. either explicitly or implicitly.
14. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
15. The security will be refunded to the Contractor within three months of the expiry of the contract only on the satisfactory performance of the contract.

C. CSIR'S OBLIGATIONS:

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid service charges _____ on the minimum wages payable for Graduate & above, Skilled, Semi-skilled and Un-skilled workers under the minimum wages act applicable for Delhi. Such payment shall be made within a period of fortnight from the date of receipt of bills raised by the Contractor and duly certified by the officer designated by Lab. in this regard.
2. That the aforesaid amount has been agreed to be paid by CSIR-NISTADS to the Contractor.

3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR-NISTADS to the Contractor.
4. That the CSIR-NISTADS shall reimburse the amount of GST , if any, paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.

D. INDEMNIFICATION:

1. That the Contractor shall keep the CSIR-NISTADS 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-NISTADS is made party and is supposed to contest the case, the CSIR-NISTADS 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-NISTADS on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.
2. The Contractor shall further keep the CSIR-NISTADS indemnified against any loss to the CSIR-NISTADS property and assets. The CSIR-NISTADS shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

E. PENALTIES/LIABILITIES:

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, it may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director of the Lab in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the CSIR-NISTADS on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

F. COMMENCEMENT AND TERMINATION:

1. That this agreement shall come into force w.e.f. _____ and shall remain in force for a period of two years i.e. upto _____. 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 expiry of the contract period as stated above
 - b. By giving one month's notice by CSIR-NISTADS:
 - (i) on committing breach by the Contractor of any of the terms and conditions of this agreement;
 - (ii) on assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of the CSIR-NISTADS.
 - c. On Contractors being declared insolvent by competent Court of Law.

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

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

G. 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 Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi
2. The award of the DIAC shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred to is being transferred or vacating his office or resigning or refusing to work or neglecting his work for being unable to act to any reason whatsoever, the matter shall be referred to the DIAC again to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement.
3. The DIAC may give interim award(s) and/or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration and 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.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

For and on behalf of Contractor

For and on behalf of

CSIR-NISTADS, New Delhi-110012

WITNESSES

1.

2.

Signature AND STAMP of the Contractor with date

