

CSIR-Central Building Research Institute
Roorkee (Uttarakhand) 247667

No. Gen/Manpower/2019

Dated: 18.11.2019

NOTICE INVITING e-Tender

Sub: Providing Manpower for various services and Drivers for driving all types of vehicles in CSIR-CBRI, Roorkee

CSIR-Central Building Research Institute invites e-tenders through e-tendering Portal <https://etenders.gov.in> under two-bid system- Technical Bid(Part-I) & Financial Bid (Part-II) from full time Manpower Service providers possessing valid registration and License under the relevant rules such as CL(RA) Act,1970, EPF Act,1952, ESI Act,1948 etc and rendering similar services to Central Govt./State Govt./PSU's/Autonomous Bodies/Corporates institutions **For Providing Manpower for various services and Drivers for driving all types of vehicles in CSIR-CBRI, Roorkee** as per details given below:

Sr. No.	Description of Job	Estimated value	Cost of tender document (including GST)	EMD	Period of Contract
1.	Providing Manpower for various services and Drivers for driving all types of vehicles in CSIR-CBRI, Roorkee	Rs. 1,20,00,000/- per annum	NIL	Rs. 2,40,000/- (to be deposited online as per the bank details provided in tender).	Initially for one year with the provision for extension for one more year subject to the satisfactory performance

Sl. No.	Activity	Date & Time
1	Publish date on https://etenders.gov.in	19.11.2019
2	Bid document download date	19.11.2019
3	Bid submission start date	19.11.2019
4	Bid submission end date	10.12.2019 (upto 05.00 p.m.)
5	Technical Bid opening Date (Cover I)	12.12.2019 (11.00 a.m.)
6	Financial Bid opening Date (Cover II)	To be intimated later on

Detailed NIT and Tender document may be downloaded from website <https://etenders.gov.in>. The detailed NIT is also available on website of CSIR-CBRI i.e. www.cbri.res.in.

Interested and experienced agencies may apply through e-tendering Portal <https://etenders.gov.in> along with proof of experience, annual turnover, copies of ESIC, EPF & GST registration of the firm, Licence issued by the labour department under CL(RA) Act, 1970 for any previous work. Canvassing in connection with the tenders is strictly prohibited and the tender of anyone resorting to canvassing will be liable for rejection on that ground alone.

Director, CBRI, Roorkee reserves the right to accept any of the tenders received wholly or partially or to reject all the tenders received without assigning any reasons thereof.

Corrigendum/Addition/Clarification/Notification in respect of NIT of the above said work, if any, will be uploaded on the <https://etenders.gov.in>. Manual bids shall not be entertained.

Controller of Administration

CSIR-CENTRAL BUILDING RESEARCH INSTITUTE
(Council of Scientific & Industrial Research)
ROORKEE
Website: www.cbri.res.in

NAME OF WORK: Providing Manpower for various services and Drivers for driving all types of vehicles at CSIR-CBRI, Roorkee

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CSIR-CENTRAL BUILDING RESEARCH INSTITUTE
ROORKEE
Website: www.cbri.res.in

DETAILED NOTICE INVITING E-TENDER

CSIR - Central Building Research Institute, Roorkee (A Constituent Establishment of Council of Scientific & Industrial Research (CSIR) is a premier publicly funded Research & Development organization in the country (for more details see website www.cbri.res.in). CSIR-Central Building Research Institute invites e-tenders through e-tendering Portal <https://etenders.gov.in> under two-bid system- Technical Bid(Part-I) & Financial Bid (Part-II) from **Manpower Service providers** possessing valid registration and License under the relevant rules such as CL (RA) Act,1970, EPF Act,1952, ESI Act,1948 etc and rendering similar services to Central Govt./State Govt./PSU's/Autonomous Bodies/Corporates institutions **For Providing Manpower for various services and Drivers for driving all types of vehicles in CSIR-CBRI, Roorkee** as per details given below:

Sl. No.	Name of work	Estimated cost for a year.	Cost of tender document (including GST)	Earnest Money deposit (Rs).	Period of Contract
1.	Contract for providing Manpower for various miscellaneous services and Drivers for driving all types of vehicles at CSIR-CBRI	1,20,00,000/- per Annum	NIL	Rs. 2,40,000/-	Initially for one year with the provision for extension for one more year subject to the satisfactory performance

Contractors/ firms having experience of rendering manpower services to Central Govt./State Govt./PSU's/Autonomous Bodies/Corporate establishments and desirous of bidding for the job may submit their e-tenders on <https://etenders.gov.in> . Manual Bids shall not be accepted.

I. Mandatory Requirements

1. The firm should be a reputed firm/contractor duly registered and licensed by the Labour Commissioner under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 for any previous work for providing Manpower Supply Services.
2. Minimum of 3 years of proven experience in the field of **Manpower Supply Services** in Govt. establishment/public sector undertakings/R&D Institutions/corporate institutions (**enclose work orders and satisfactory completion certificates**). **Annexure VIII should also be completed**. Any conclusive adverse performance report /Fake or inaccurate performance certificates will cause the tenders to be rejected.
3. **Minimum turnover of Rs.1crore 20 lakh per annum** for each year for the **last 03 years** in the field of manpower services/labour contract (Please enclose the Turnover certificates issued by Chartered Accountant with seal bearing his membership no./licence No. as proof and audited balance sheets for the last three years).
4. An Affidavit on the stamp paper of Rs. 100/- to the following effect:-
 - A) Having not defaulted on any loans by bank/financial Institution in the past.
 - B) No statutory dues and liabilities
 - C) The contractor /Firm should not have been blacklisted by any Govt. Department /CSIR.
 - D) There is no criminal case pending against the Firm/Contractor (upload a copy as per format given at Annexure-III)
5. Should be an income tax payer (Please enclose the copy of Returns filed for the last three years).

6. The bidders should provide solvency certificate of an amount not less than 10.00 lakh insured by schedule bank within the last six months.
7. The firms shall have mandatory Registration under ESI, EPF, GST Acts & other statutory registration necessary for providing such services authorities (enclose the documents in support).
8. Should have Labour Identification No.-LIN allocated by Shram Suvidha Portal of Ministry of Labour.
9. All the bidders may ensure that information / details are provided and documents as per 'Annexure VI 'are enclosed with the technical bid.
10. Any other statutory obligations as are required should be fulfilled.

II. If the information furnished by the bidder is found to be incorrect/false/misleading during any stage of bidding, the bid of the concerned Firm will be rejected immediately. Further the Firm will be blacklisted and barred from taking part in future tenders.

III. The bid in two bid system shall be submitted online on <https://etenders.gov.in> by the bidder, as per schedule given in the Critical Date Sheet below:-

Critical Date Sheet

Sl. No.	Activity	Date & Time
1	Publish date on https://etenders.gov.in	19.11.2019
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3	Bid submission start date	19.11.2019
4	Bid submission end date	10.12.2019 (upto 05.00 p.m.)
5	Technical Bid opening Date (Cover I)	12.12.2019 (11.00 a.m.)
6	Financial Bid opening Date (Cover II)	To be intimated later on

IV. Scanned copies of Earnest Money Deposit amounting to Rs. 2,40,000/- (Rs. Two lakh forty thousand only), deposited through RTGS/NEFT in favor of Director, CSIR-CBRI (Account No. 30269847968, IFSC Code- SBIN0010635 of State Bank of India, CBRI Branch, Roorkee) shall be uploaded in Cover-I of the tender.

Those e-bidders, who are exempted from the payment of Earnest Money, shall upload the scanned copy of valid certificate. Tenders received without earnest money deposit or its exemption certificates will not be considered.

V. List of documents to be scanned and uploaded in Cover-I & II are as follows:-

Sl.No.	Cover-I	Cover-II
1	Receipt of Rs. 2,40,000/- as EMD deposited in CBRI Account. (upload copy)	Financial/Price bid as per format given in the Tender Document (BOQ)
2	Documentary proof of three years experience of providing such services in Central Govt./State Govt./ PSU's/ Autonomous Bodies/Corporate institutions. Please attach (a) work orders (b) Satisfactory performance certificates.	
3	Solvency certificate of an amount not less than 10.00 lakhs insured by schedule bank within the last six months	
4	Copy of PAN No.(to be uploaded)	
5	Copy of GST No.(to be uploaded)	
6	Copies of Income Tax returns of last 03 years	
7	An Affidavit on the stamp paper of Rs. 100/- to the following effect:-	

	A) Having not defaulted on any loans by bank/financial Institution in the past. B) No statutory dues and liabilities C) The contractor /Firm should not have been blacklisted by any Govt. Department /CSIR. D) There is no criminal case pending against the Firm/Contractor (upload a copy as per format given at Annexure-III)	
8	Registration with (a) EPF & (b) ESIC (upload the copies of the same)	
9	Copy of Contract Labour License issued by Labour Commissioner State/Central for any previous work.	
10	Proof of Annual turnover of minimum Rs.1 crore 20 Lakh each year for the last 03 years (enclose Turnover certificates issued by CA under seal bearing his license/membership no.)	
11	Manpower details of the firm	
12	Labour Identification No.-LIN allocated by Shram Suvidha Portal of Ministry of Labour and Employment.	
13	Signed copy of undertaking as per Annexure – II of tender	
14	Copies of audited Balance sheets for the last three years	
15	Any other obligatory Registration/Cerfificates for supply of these services (upload the copies)	

- VI.** Before bidding, the bidder may visit the site personally in order to evaluate the level of services to be rendered at CBRI and quote accordingly.
- VII.** In the financial bid, if a firm/bidder quotes ‘NIL’ charges/consideration, the bid shall be considered as unresponsive and will not be considered.
- VIII.** 100% Earnest Money will be forfeited if the contractor fails to accept award of the work as per this tender or fails to commence the work within the stipulated period after award of the work.
- IX.** The Director, CSIR-CBRI, Roorkee reserve the right to reject any or all of the Quotations/tenders in part or full without assigning any reason thereof.
- X.** At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

Controller of Administration

INSTRUCTIONS TO BIDDERS

1. CSIR-CBRI invites e-tenders (two bid system) through e-tendering portal <https://etenders.gov.in> from reputed Contractors/firms licensed (for any previous work) by the Labour Commissioner under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 for **Providing Manpower for miscellaneous services and Drivers for driving all types of vehicles in CSIR-CBRI, Roorkee** for a period of **one year** with the provision for extension for one more year subject to the satisfactory performance on existing terms and conditions.
2. While all efforts have been made to avoid errors in the drafting of the tender document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained after technical bids have been opened.
3. Contractors/ firms having experience and capability of **rendering above services** to Central Govt./State Govt./PSU's/Autonomous Bodies/Corporate establishments may submit their e-tenders on <https://etenders.gov.in>. Manual Bids shall not be accepted.
4. The Bidder should download the tender document through <https://etenders.gov.in> Portal and upload it again at the time of submission of the tender after verification and signing with his / their DSC. The uploading of tender document online with digital signature is in token of the Bidder having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract.
5. EMD may be deposited **electronically only** in the institute's bank account. Kindly attach a printout of the fund transfer as proof of payment of EMD along with transaction ID. **EMD will not be accepted if paid by any other mode.** No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained
6. The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Start-Ups registered with DIPP (GoI) with valid certificate or MSE'S with valid Udyog Aadhar No., SSI registered with NSIC, Central Autonomous Bodies and with the CSIR Labs./Instts, if any, as manufacturer for the supply of the same category of item for which the party is submitting tender/quotation will be exempted from submission of EMD as per rule. Exempted parties will have to give proof of registration along with their tender. Suitable preference shall be given to MSE in terms of Govt. of India provisions.
7. CSIR-CBRI may at its discretion extend the last date and time for submission of Tenders **in accordance with Clause – 9.3.**
8. **Precautions while filling the Tenders :**
 - 8.1 Before tendering, the bidder may visit the site personally on any working day between 10.00 hrs and 16.00 hrs **in order to evaluate the level of services to be rendered at CBRI and quote accordingly.**
 - 8.2 No claim on this account at later stage shall be entertained by the CSIR- CBRI under any circumstances.
 - 8.3 **Relationship with Employees:** CSIR-CBRI debar parties having relatives working in CSIR-CBRI, Roorkee from bidding. A certificate regarding non-relationship with any

of the CSIR-CBRI employee as per **Annexure - X** in the tender form is to be submitted. (Note: A person shall be deemed to be a relative of another if , and only if, (a) they are members of a Hindu undivided family (b) they are husband and wife (c) the one is related to the other in the following manner: father, mother (including step mother), son (including step son), Son's wife, daughter (including step daughter), Father's father, Son's son Son's wife , Son's Daughter, Son's Daughter's husband, Daughter's husband, Daughter's Son, Daughter's son's wife, Daughter's husband, Brother (including step brother), brother's wife, Sister (including step sister), Sister's husband.

- 8.4 Any attempt to influence the evaluation of the tender will cause the bidder to be excluded from consideration.
- 8.5 The bidder signing the tender should clearly specify whether he is signing as sole proprietor, partner, under Power of Attorney or as Director/Manager/Secretary etc. as the case may be. Copies of the document authorizing the signatory to sign the tender on behalf of the bidder should be attached with the tender.
- 8.6 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

9. Amendment of Tender Document:

- 9.1 At any time prior to the date of submission of Tenders, CSIR-CBRI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.
- 9.2 Corrigendum/Addition/Clarification/Notification/Amendments in respect of NIT of the above said work, if any, will be uploaded on the <https://etenders.gov.in>. These amendments will be binding on bidders.
- 9.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their tenders, the Director, CSIR-CBRI, Roorkee may at his discretion suitably extend the deadline for the submission of tenders.
- 9.4 Before opening of the bid, CSIR-CBRI at its discretion may increase or decrease the scope of services required under the tender. In such case the CSIR-CBRI shall seek fresh bids keeping in view the changed scope of services required.

GENERAL TERMS & CONDITIONS

The Contractors licenced under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 are eligible to bid for this contract. It shall be ensured that there is no legal or any other bar on the bidder in this respect. The contractor shall be solely liable for any violation of the provisions of the said Act or any other related Act.

Required Manpower including Drivers:-

The tentative requirement of manpower under various categories is given below:-

- Unskilled 30
- Semi Skilled 10
- Skilled 16
- Drivers (Skilled) 02
- Highly Skilled 07

The number of the manpower of all categories may vary from time to time depending on need. Workers possessing requisite skill and experience as per demand of the Institute will need to be provided.

Terms and Conditions for working as Drivers

- I. Drivers will be under skilled category.
- II. Drivers should possess Driving Licence for Heavy/ light/commercial vehicle issued from Transportation departments.
- III. Drivers should possess experience of driving such vehicles.
- IV. Drivers should have minimum qualification of Matriculation so that he may do entries in log book.
- V. Drivers should be healthy, courteous and of good conduct. They should be punctual. In case of any complaint against any driver, the contractor will be under an obligation to change the worker concerned when instructed by CSIR-CBRI authority. A verification report in respect of all the personnel deployed in this Institute, of contractor from the concerned police station of concerned residential areas should be submitted.
- VI. Driver should be in proper uniform and wear shoes on work place.
- VII. On duty during out of Headquarters Drivers will be paid separately as per rules.
- VIII. In the absence of Driver Contractor will have to make available another driver otherwise an amount of Rs. 1000/- per day will be deducted from monthly bill.
- IX. It will be the responsibility of the driver to maintain the vehicle and any type of maintenance will be done by drivers in the supervision of nominated officer of the Institute.
- X. During out of Headquarters tours the driver will have to arrange himself for night halt. Tour officials will have no responsibility in this matter.
- XI. The contractor will be responsible for indiscipline of drivers and after every use of vehicle driver will do entry with signature of the user official in log book.

- XII. The Contractor shall indemnify and hold the CSIR-CBRI harmless in respect of any claim arising out of the Contractor's driver's negligent or unlawful performance under the present contract and brought against the CSIR-CBRI by any person for a liability.
- XIII. The Contractor shall, at his expense, take out appropriate insurance to cover all risks, damages or injuries, including related claims, which might occur to any person, including a third party, or to any property, including equipment, papers and documents, and arising out of, or connected with the Contractor or its drivers performance under the present contract.
- XIV. In case of missing of driver with vehicle, the whole vehicle value will be recovered from contractor.
- XV. The contractor will maintain a register in which he will record daily work of the drivers and attestation of that work by concerned officer. At the end of the month he will present that register with the bill. He shall preserve the said register and produce the same as and when required.
- XVI. The drivers deployed by the contractor shall be the employees of the contractor for all intents and purposes and that the drivers so deployed shall remain under the control and supervision of the contractor and in no case, a relationship of employer and employee between the said drivers and the CSIR-CBRI shall accrue/ arise implicitly or explicitly.
- XVII. It will be the responsibility of the contractor to relieve all the drivers from duties after expiry of the contract and to ensure not to let any of his drivers damage the institute or cause problems and do not harm the reputation of the institution.
- XVIII. Drivers will bring their ID cards all time at work place compulsorily.
- XIX. Total number of drivers may increase or decrease at any time depending upon needs.
- XX. It is the duty of the contractor to make arrangement for verification of the character of the drivers by police station and send its copy to institute.

1. Preparation and submission of e-Tenders in <https://etenders.gov.in> Portal

- 1.1 The tender document, along with terms and conditions, has been uploaded on <https://etenders.gov.in>. The bidders can log on to the website and see the tender document. The Bidders shall be required to submit Technical and Financial Bids through <https://etenders.gov.in> electronically using valid Digital Signature Certificates.
- 1.2 The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / exemption certificate as per the requirements contained in the Tender document on www.eprocure.gov.in in support of their Technical bids. **The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity.**
- 1.3 The Bidder shall be required to quote their Financial Bid in a single consolidated statement "Bill of Quantity (BoQ)" template (XLS format) which is available on <https://etenders.gov.in> Portal. The Portal will accept the BoQ template only and

hence the rate should not be quoted in any other place except BoQ template provided at the Portal.

- 1.4 The bidder should quote service charges in percentage of minimum wages for all categories of manpower. **The bids of bidders who do not quote for any category of manpower will be rejected. Bids of bidders quoting “NIL” service charges will be considered unresponsive.** The minimum wages are already filled in the BOQ. Statutory taxes like GST will be reimbursed on providing the proof of payment. Bonus at the rate of 8.33 percent will be reimbursed as per extant rules.

2. Opening of Tenders:

2.1 Opening and Evaluation of Technical Bid (Cover-I)

- a) The Technical bid will be opened online by Tender Opening Committee (TOC) at the time and date as specified in the tender document.
- b) Technical Evaluation Committee (TEC) after evaluation of documents contained in Cover-I i.e. Technical Bid, will decide the eligible tenders, as per the criteria laid down in the NIT/Tender document. TEC will shortlist Technical Bids on the basis of technical parameters and features offered. The firms whose technical bids do not qualify for opening the Commercial bids, will be informed accordingly.
- c) To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, CSIR-CBRI, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the CSIR-CBRI shall not be considered. CSIR-CBRI request for clarification and the response shall be in writing in conventional manner.
- d) If a bidder does not provide clarifications of its bid by the date and time set in the Client’s request for clarification, its bid may be rejected.
- e) CSIR-CBRI also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder
- f) A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the tender document shall be rejected.
- g) The TOC will then open the financial bids of only eligible bidders who qualified the technical bid.

2.2 Opening and Evaluation of of Financial Bid (Cover-II)

- a) The Cover-II of Eligible bidders shall be opened at a subsequent date to be intimated later on. The rates quoted by the bidders shall then be read out by the TOC for information of those present/participated.

- b) The Financial Bids of only those bidders short-listed based on Technical Bids will be opened in the presence of their representatives who wishes to be present on a specified date and time to be intimated to the respective Bidders.
- c) Absence of bidders or their representatives shall not impair the legality of the opening procedure.

3. Award of contract

3.1 The lowest quoting Firm (LQ-1) will be selected on the basis of lowest financial bid i.e. Service/Administrative charges. In case 2 firms quote similar rate of administrative charges then the firm having higher technical score will be selected. Technical score will be calculated in the following manner :-

- a) Turnover -
 - i) >Rs.5crore upto Rs.50 crore-15%
 - ii) >Rs.50 crore upto Rs.100 crore-30%
 - iii) Above Rs.100 crore- 45%
- b) Number of Labourers on roll of the Firm -
 - i)>300 upto 1000-15%
 - ii)>1000 upto 10000-30%
 - iii) >10000-45%
- c) Value of work award in the last 3 years –The Firm having work award of maximum value will be given 10%. This value will be calculated on the basis of proof (work award with completion certificate) enclosed during submission of tender. No additional document will be accepted later on.

3.2 No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Institute can make any enquiry/seek clarification from the bidders. In such a situation, the Firm shall extend full co-operation.

3.3 The decision of the Institute arrived at as per above will be final and representation of any kind shall not be entertained on the above.

3.4 Work order will be placed to the finally selected Firm.

3.5 In case the successful contractor is found in breach of any condition(s) of tender at any stage during the course of contract period, legal action as per rules/laws, shall be initiated against the contractor and Performance Security shall be forfeited beside debarring & Black-listing the contractor concerned for further dealing in CSIR-CBRI.

3.6 The Institute reserves the right to accept/reject any bid, to cancel/abort the tender process and /or reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected agencies, of any obligation to inform the affected agencies on the grounds of such action taken by the Institute.

3.7 No deviations from these terms and conditions will be accepted; violation thereof will lead to rejection of the bid and forfeiture of EMD.

4. Earnest Money Deposit:

4.1 Each bid must be accompanied by **Earnest Money (EMD) Rs.2,40,000/-** deposited online in the account of Director, CBRI Roorkee(as per the bank detail given below). **The copy of the receipt of the Earnest Money deposited must be attached to the tender document (Technical bid).** Tenders submitted without EMD shall not be considered and evaluated.

Bank detail of CBRI

State Bank of India, CBRI Branch
Account holder's name- Director, CBRI
Account number-30269847968
IFSC – SBIN0010635

4.2 The Earnest Money will be forfeited:

- i. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - ii. In case of successful bidder, if the bidder
 - a. Fails to sign the contract in accordance with the terms of the tender document
 - b. Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - c. Fails or refuses to honor his own quoted prices for the services or part thereof
- b) To comply with all the terms and conditions of the contract;

4.3 The refund of EMD to the unsuccessful bidders will be made after the award of contract.

4.4 The EMD will carry no interest.

5. Compliance and Details:

Compliance report on all the terms and conditions of the contract must be submitted by the bidder in **Annexure VI**. The bidder should also submit the Agency details as in the **Annexure-VII**.

6. Bid Validity

6.1 The tenders should be valid for a period of at least 75 days from the date of opening of the technical bid, which may be extended further with mutual consent.

6.2 Tenders are not transferable under any circumstances.

7. Acceptance of Tender:

7.1 CSIR-CBRI is not bound to accept the lowest tender. CSIR-CBRI reserves the right to award the work to more than one Contractor depending upon urgency and requirement.

- 7.2 CSIR-CBRI reserves the right 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.
- 7.3 CSIR-CBRI reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with CSIR-CBRI or with any Central or State Government agencies.

8. Issue of Advance Work Order:

- 8.1 The issue of an Advance Work Order (Letter of Intent) shall constitute the intention of CSIR-CBRI to enter into the contract with the bidder.

9. The bidder **shall within 15 days** of receipt of the Advance Work Order/Letter of Intent give his acceptance (**Annexure – IV**) along with performance security in conformity with the Tender documents.

10. Performance Guarantee/Security Deposit:

- 10.1 For due performance of his/their obligations under the contract, during the validity, the successful bidders shall have to deposit a sum equal to 10% of the contract value as Security Deposit/Performance Guarantee by way of Bank Guarantee from any of the Nationalized Banks or in the form of DD from any one of the scheduled banks within fifteen days after receipt of Advance work award/order of the contract and valid for a period of 14 months from the date of execution of Agreement of contract in the form provided in the tender document at Annexure-IX.
- 10.2 In case the contract period is extended, bank guarantee would also be required to be extended up to two more months than that of extended period.
- 10.3 The security deposit will be forfeited in case of breach of contract or unsatisfactory service.
- 10.4 **In case of major revision of minimum wages on higher side the office holds the right to claim additional amount of security deposit.**
- 10.5 Security Deposit/Performance Guarantee will be free of interest.
- 10.6 After successful completion of the contract, the security deposit will be refunded after one month from the date of completion of contract, after adjusting dues, if any, to the CBRI from the Contractor.

11. Signing of Agreement:

- 11.1 After finalization of the Tender and approval by the Competent Authority, a Letter of Intent (LOI) will be issued to the successful contractor.
- 11.2 Final order will be placed after receipt of Security Deposit and signing of prescribed Agreement as per **Annexure V** before commencement of services.
- 11.3 The successful bidder shall present himself for signing the Agreement within 15 days time after receipt of Letter of Intent (LOI)/Advance work order from CSIR-CBRI. Start of services shall be made by the Contractor in accordance with the time schedule specified in the Letter of Intent (LOI) /Advance Work Order issued by CSIR- CBRI, Roorkee. In case contract period is extended, a supplementary agreement has to be signed by the contractor.

12. Percentage of Service/administrative charges would be computed on the basis of the minimum wages notified in the tender document (without any statutory liability viz. ESI, EPF, Bonus, etc.)

13. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

14. Arbitration

- 14.1.1 In the event of any question, dispute/difference arising under this contact/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 as per the provisions of Indian Arbitration and Reconciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force.
- 14.2 The arbitration Proceedings will be in English only.
- 14.3 The place of arbitration shall be the Delhi International Arbitration Centre at Delhi.
- 14.4 The award of the arbitration shall be final and binding on the parties.
- 14.5 The cost of the arbitration shall be borne equally by both the parties.

Other important terms of contract

1. Specification about Driver's duty:-

- a) The duty hours of the Drivers will be 09.00 a.m. to 06.00 p.m.. Besides this prescribed duty hours they would be deployed as per direction of the competent authority of the institute as and when needed. They will be paid overtime for these extra duty hours as per rules.
 - b) Drivers may be sent out of the city to Delhi, Dehradun etc for duty.
 - c) Driver will be provided a log book of the vehicle. Entries in the log book and looking after of the same will be the responsibility of the driver.
 - d) OTA may be given on the basis of the log book of that vehicle, duly verified by officers concerned.
2. The personnel of the Contractor shall not be the employees of CSIR and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this contract.
 3. The Contractor shall designate one full time Supervisor in CSIR-CBRI, who shall ensure that all the duties as may be assigned differently by CSIR-CBRI to various categories of manpower are performed by them in the desired manner. The Contractor's Supervisor shall be the first line of contact for CSIR-CBRI, who shall report to the designated officers of CSIR-CBRI for all requirements.
 4. During the course of contract, if any personnel of the contractor are found to be indulging in any corrupt practices causing any loss of revenue to the CSIR-CBRI, Institute shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Security.
 5. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the CSIR-CBRI may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the CSIR-CBRI from the contractor. If any money shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the CSIR-CBRI, such money shall be deemed to be payable by the contractor to the CSIR-CBRI within seven days. The CSIR-CBRI shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
 6. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
 7. The contractor shall indemnify and hold the CSIR-CBRI harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Contractor.
 8. The contracting agency shall not employ any person below the age of 18 years and above the age of 65 years (62 years for drivers).

9. **The contractor shall get all manpower screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Only physically fit personnel shall be deployed for duty.**
10. Manpower engaged by the contractor shall not take part in any staff union and association activities.
11. The CSIR-CBRI shall not be responsible for providing residential accommodation to any of the employee of the contractor.
12. The CSIR-CBRI shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The CSIR- CBRI does not recognize any employee-employer relationship with any of the workers of the contractor.
13. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the CSIR-CBRI from the agency.
14. If any underpayment is discovered, the amount shall be duly paid to the agency by the CSIR-CBRI.
15. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the CSIR-CBRI.
16. The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESIC etc. of each employee.
17. The payment to the contractor in consideration of his services will be made in a lumpsum by the 10th day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by the lab in this regard. The contractor shall disburse the wages to its staff deployed in the CSIR- CBRI every month through ECS and the bank statement as proof shall be submitted with the bill.
18. Payment on account of enhancement/escalation on account of revision of wages by the appropriate Govt. From time to time shall be payable by the CSIR - CBRI to the contractor.

19. Penal Provisions-

- 19.1 In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of Manpower absent on that particular day shall be levied by the CSIR-CBRI and the same shall be deducted from the contractor's bills.
- 19.2 In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 19.1 shall be levied.
- 19.3 In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the CSIR- CBRI premises immediately. In case of gross misconduct, further action may be taken.

19.4 In case the contractor fails to execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, CSIR- CBRI reserves the right to impose the penalty as detailed below:-

- 1) That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by CSIR- CBRI in this behalf, a penalty leading to a deduction up to a **maximum of 10% of the total amount of bill** for a particular month will be imposed.
- 2) After four weeks delay, CSIR- CBRI reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from any other agency/other contractor(s). The difference if any will be recovered from the defaulter contractor's bill and also shall be black listed for a period to be decided by CSIR-CBRI to participate in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

20. Duration/Validity of Tender

The contract may be valid initially for one year and the CSIR-CBRI reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions.

21. Canvassing in any form in connection with the tender is prohibited and the tenders submitted by the contractors/Firms who resort to canvassing are liable for rejection.
22. All works shall be executed as per detailed specifications and as directed by an officer/official nominated by the Director.
23. The Income Tax and other statutory liabilities would be deducted as per rules.
24. CSIR-CBRI shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursement of insurance claim/ EPF/ ESIC etc. towards its employees
25. The percentage of Service/administrative charges would be computed on the basis of the minimum wages notified in the tender document (without any statutory liability viz. ESI, EPF, Bonus, etc.)
26. The competent authority may allot the contract in full or a part of such contract to the next firm out of the panel available with it any time in the event of non-compliance or breach of any terms & conditions of this contract by the working contractor/firm or otherwise, if it is deemed fit to do so in the public interest or in case of furnishing any wrong information/documents or concealing any material or vital fact. Besides, terminating the contract CSIR-CBRI, Roorkee reserves its right to take appropriate legal course of action against defaulters.
27. All letters posted to Contractor at the address given by him will be considered to have been delivered in time.
28. The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the CSIR-CBRI from any claims in this regard.
29. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made by these victims. The Contractor shall

indemnify the CSIR-CBRI from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The contractor will fully indemnify CSIR-CBRI against all claims in this regard (arising out of this contract).

30. It will be the sole responsibility of the contractor to abide by the provisions of the following Acts as to the workers engaged by him for performance of this contract:
 - a. Employment of Children Act
 - b. Workmen compensation Act
 - c. Employment of Labour/Contract Labour Act
 - d. Industrial Employment Act
 - e. Contract Labour Abolition & Regulation Act 1970.
 - f. Minimum Wages Act
 - g. Employee Provident Fund Act
 - h. ESIC Act
 - i. Bonus Act
 - j. Any other act or legislation, which may govern the nature of the contract.
31. Any liability arising on the CSIR-CBRI shall be deducted from the bills of the contractor and if the full amount is not recovered, then the same shall be recovered from the security money of the contractor. There would be no liabilities towards the workers of the contractor by the CSIR-CBRI.
32. The Contractor is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer (to be nominated by the Director of the Lab) from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.
33. In the event of the contractor failing to execute the Services for the aforesaid period surrounding premises under contract in whole or in part an alternative arrangement will be made by the CSIR-CBRI totally at the cost & risk of contractor, besides, any suitable fine /penalty.
34. The contractor shall be liable to pay compensation for any loss & damage caused to the property of the CSIR-CBRI or its Staff Members/Students/Visitors by the contractor or his workers.
35. The contractor shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff, the contractor will be under an obligation to change the worker concerned when instructed by CSIR-CBRI authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The CSIR-CBRI shall not and cannot hold any responsibility with regard to staff on the role of the contractor what so ever.
36. The contractor & his staff shall follow the rules & regulations of the CSIR-CBRI in force and instructions issued from time-to-time. The CSIR-CBRI will be free to take action against the contractor for violating the same.
37. The personnel of Contractor should observe only three closed holidays in a calendar year irrespective of number of the holidays observed by the Institute as per the list given by the Institute from time to time. The Three closed holidays normally cover Republic Day, Independence Day & Mahatma Gandhi Jayanti.
38. A verification report in respect of all the personnel deployed in this Institute, of contractor from the

concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to Administration of CSIR-CBRI. Any changes should be informed immediately.

39. The personnel engaged by the contractor should have minimum literacy level i.e. a pass in Standard VIII & above as per the requirement of Institute.
40. The Contractor shall be fully responsible for providing leave benefits, weekly offs, National & Festival holidays etc., to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute
41. The CSIR- CBRI with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.

42. LAB OBLIGATIONS

The CSIR-CBRI will not charge any amount from the contractor for water or/and electricity supplied for Services.

43. CONTRACTOR'S OBLIGATIONS

- a) Area of operation for Services for “the **Scope of Work is detailed in Annexure-I**
- b) The contractor shall pay his workers the minimum wages fixed by the Central Govt/State Govt., whichever is higher, which will include Basic Pay, VDA, EPF, Bonus, etc. throughout the tenure of contract through on line transfer in their Bank Account and will submit document in its support along with bill. **The contractor shall pay wages to workers employed by him not less than the minimum wages on 7th of every month along with payment slip as per Labour laws/rules and there should be no linkage between this payment and settlement of the contractor's bill from the CSIR-CBRI.** The workers will be paid as per the minimum wage rate as applicable as per Central Govt. or State Govt. rates, whichever is higher.
- c) In the event of local problems arising while discharging the functions at CSIR-CBRI the contractor will deal with them appropriately and he will not bring CSIR-CBRI on the scene for such matters. The Controller of Administration/Administrative officer should be kept informed of any such occurrence and the solution found.

44. THE CONTRACTOR WILL PROVIDE

1. Identity Cards –

The contractor will issue identity cards to his workers/supervisors after getting them verified by the CSIR-CBRI. Any worker found without identity card will not be permitted to enter the premises. He will post a supervisor at a specific point to receive & manage complaints & instructions.

2. Report and other obligations

2.1 The contractor or his representative shall daily report to Officer-in-charge, CSIR-

- CBRI to supervise the work under the contract and take instructions every day from him for the work on a Book/Register maintained by the contractor exclusively for the purpose. He shall preserve the said book and produce the same as and when required.
- 2.2 The contractor will prepare a schedule on the works to be carried out in the areas of works allotted before commencement of actual works.
 - 2.3 The contractor/his representative should approach the supervisor/in-charge, if he needs any instructions/help or has any difficulties.
 - 2.4 The contractor/ his representative should all the time be available at work site during the course of his work.
 - 2.5 The contractor shall be responsible to allocate duties and extract the work from the workers/supervisors deployed by him in the Institute campus and for interaction with office-in-charge for the upkeep.
 - 2.6 The service of the contractor may be required on all days in a month irrespective of holidays and they should be prepared to work in shifts. The Contractor has to ensure proper attendance of the personnel deployed and should produce Character and antecedent's verification reports of the persons engaged by the Contractor and the same shall be submitted to the department for verification.
 - 2.7 The workers deployed by the Contractors shall maintain personal hygiene as per the instruction of the CSIR-CBRI's representative.
 - 2.8 The contract personnel should wear prescribed uniform while on duty, which shall be supplied by the Contractor at his cost.
 - 2.9 The persons deployed for the above sessions should be most reliable, trust worthy, alert and efficient and versed with the Housekeeping & Cleaning work.
 - 2.10 The contract personnel should be well disciplined, polite with good behaviour. In case of any complaint or any unusual behaviour of the worker, he/she should be replaced within 24 hours after receipt of intimation from the Institute.
 - 2.11 The contract personnel shall undergo medical examinations at the expense of the contractor to ensure that they are free from any communicable diseases and medical examination certificate to be furnished as and when called for as and when required by the Institute at the cost of the contractor.
 - 2.12 The contractor shall not lease or sub-contract the whole or any part of the contract to anybody without the prior permission of the Director, CSIR-CBRI.

43. MINIMUM LABOUR TO BE PROVIDED

The tentative requirement of manpower under various categories is given below. These numbers may increase or decrease depending on the requirement.

Sl.	Category	Required Nos.
1.	Unskilled	36
2.	Semi Skilled	10
3.	Skilled	16
4	Drivers	02
5	Highly Skilled	07

44. PAYMENT CONDITIONS:

1. The Contractor will submit the monthly pre-receipted bills in triplicate after satisfactory completion of the work to the Officer of the Institute for certification for pro-rata payment. The officer on the receipt of the bill will check the work record and there after process the bill for payment.
2. All bills should be submitted on printed forms, duly signed and pre-receipted.
3. The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act, EPF Act, ESI Act, Payment and all other relevant Act and will be responsible for the deposit of Employees' and Employer's share of statutory contributions with the EPF/ESI authorities and GST as applicable at his own level and maintenance of such records as per rules. He will also arrange to open such EPF/ESI accounts etc. of all the personnel deployed by him in this Institute at Roorkee.
4. The contractor shall submit to the client the list of EPF Account numbers of the outsourced manpower, copy of annual EPF slip, copy of ESIC card. The details of submission of EPF and ESIC contribution to the concerned authorities by the contractor shall be submitted on every month to the Client.
5. Payment will be made by the Institute to the contractor on monthly pro rata basis on submission of bills in triplicate **along with the certificate of satisfactory performance of work from the concerned officer of the CSIR-CBRI. A certificate to the effect that all labour laws including EPF, ESIC payments, Bonus etc., and GST are being followed has to be furnished with proof along with the bill for payment.**
1. The contractor will submit wage bill as per details/table given below:
 - a) Name of the firm/company
 - b) **Contract for providing manpower for various services** at CSIR-CBRI premises,
 - c) Authority No. & date
 - d) Date of commencement of the contract.
 - e) Wage bill for the month.....
 - f) Bill No. & date
 - g) Bill mentioning complete details vis. Name of the worker, Employee Code No. EPF No., ESI No. @ Minimum Wage, Days, Wages, Employees contributions towards ESI, EPF, Carry Home Salary, Employers share towards EPF, ESI and GST, etc.
2. Income Tax and other statutory levies as applicable from time to time will be deducted at source from the bills of the Contractor.
3. In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its workers by 7th day of every month and **there should be no linkage between this payment and settlement of the contractor's bill from the CSIR-CBRI.**
4. The contractor shall furnish complete details of disbursement of salary to the Director, CSIR-CBRI before 13th Day of every month.

45. COMMENCEMENT OF WORK

The Contractor is required to start the works with effect from the date of acceptance of the contract. In case it is found that the work has not been taken up from the above date, the CSIR-CBRI at its sole discretion may cancel the work order and the EMD Security Deposit shall be forfeited without any further reference to the Contractor.

46. CANCELLATION OF CONTRACT

1. Notwithstanding any other provisions made in the contract, the CSIR-CBRI reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.
2. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the CSIR-CBRI shall be forfeited without any claim whatsoever on CSIR-CBRI and the contractor is liable for action as appropriate under the extant laws.

47. Termination the contract

The CSIR-CBRI reserves the right to terminate the contract without assigning any reason by giving a notice of one month. The contractor will also have to serve a notice of 3 months, if he wishes to terminate the contract.

Controller of Administration

Scope of Work:

Unskilled Manpower

1. Grinding, crushing, washing, spreading, cutting, shaping, drying, sieving of raw materials etc., generally used for construction purpose including sample preparation of different size and shape, curing of samples, moulding, de-moulding and cleaning of work place as per instruction of concerned scientist.
2. Casting of RCC columns, beams, slabs and similar items including mixing of ingredients, preparation of formwork, bending, binding & placing of reinforcement and finishing as per the instruction of concerned scientist.
3. Bricks, blocks and stone masonry work with the specified motor and curing etc. as per the instruction of concerned scientist.
4. Placing samples of RCC, brick, block or stone work on the machine for testing purpose and disposal within a lead of 100 m as per the instruction of concerned scientist.
5. Dismantling of brick, block or stone masonry work and disposal within a lead of 100 m as per the instruction of concerned scientist.
6. Placing and fixing samples in furnace and removing after the testing and disposal within a lead of 100 m as per the instruction of concerned scientist.
7. Shifting and moving duties
8. May be deployed as peons/service boys
9. Other jobs as per requirement

Semi-skilled Manpower

1. Special type of casting of RCC columns, beams, slabs and similar items including mixing of ingredients, preparation of formwork, bending, binding & placing of reinforcement and finishing as per the instruction of concerned scientist.
2. Special type of bricks, blocks and stone masonry work with the specified motor and curing etc. as per the instruction of concerned scientist.
3. Other jobs as per requirement

Skilled Manpower

1. Fine mechanic job work i.e. drilling, milling, grinding etc. as per the instruction of concerned scientist.
2. Office assistance work i.e. typing, data entry, report preparation, power-point presentation etc. as per the instruction of concerned scientist.
3. Simple computation and analytical work as per the instruction of concerned scientist.
4. Preparation of drawings in AutoCad as per the instruction of concerned scientist.
5. Other jobs as per requirement

Highly Skilled Manpower

They would be deployed in specialised jobs requiring high degree of specialisation, high educational qualifications and where jobs require the worker to supervise others.

Specification about Driver's duty:-

- a) The duty hours of the Drivers will be 09.00 a.m. to 06.00 p.m.. Besides this prescribed duty hours they would be deployed as per direction of the competent authority of the institute as and when needed. They will be paid overtime as per rules for these extra duty hours.
- b) Drivers may be sent out of the city as Delhi, Dehradun etc for duty.

- c) Driver will be provided a log book of the vehicle. Entries in the log book and look after of the same will be the responsibility of the driver.
- d) Overtime may be given on the basis of the log book of that vehicle, duly verified by officers concerned.

Code of conduct for the personnel deployed by the contractor :

The Contractor shall strictly observe that its personnel:

- ❖ Are always smartly turned out and vigilant.
- ❖ Are punctual and arrive at least 15 minutes before start of their duty time.
- ❖ Take charges of their duties properly and thoroughly.
- ❖ Perform their duties with honesty and sincerity.
- ❖ Read and understand their post and site instructions and follow the same.
- ❖ Extend respect to all Officers and staff of the office of the Client.
- ❖ Shall not drink on duty, or come drunk and report for duty.
- ❖ Will not gossip or chit chat while on duty.
- ❖ Will never sleep while on duty post.
- ❖ Will not read newspaper or magazine while on duty.
- ❖ Will immediately report if any untoward incident / misconduct or misbehavior occurs.
- ❖ When in doubt, approach concerned person immediately.
- ❖ Get themselves checked by security personnel whenever they go out.
- ❖ Do not entertain visitors.
- ❖ Shall not smoke in the office premises.

Confidentiality

- ❖ The phone number and movement plans of the client shall not be given to anyone.
- ❖ The following information about the client shall not be given to anyone.
- ❖ Car make, color and number of any officer(s)/official(s).
- ❖ Telephone no./ any other information.
- ❖ Location and movement plans.
- ❖ Meetings and conference schedules.
- ❖ Site plan of the premises.
- ❖ Travel details of the clients.
- ❖ Assets of the office.

Telephone handling

The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the Client.

UNDERTAKING BY CONTRACTOR

I/We hereby certify that:

1. Full manpower will be engaged on daily basis for providing manpower as per instructions of Officer-in-charge.
2. I/we have made the site visit in order to evaluate their level of services to be rendered and quoted accordingly.
3. I/We have specified the number of persons to be engaged daily (manpower) to execute all the works as mentioned above at CSIR-CBRI.
4. We agree that the payment will not be made for the work not carried out by the contractor in any of the above areas.
5. I/We agree for the bills payment on monthly pro-rata basis.
6. I/We agree to pay minimum wages as per existing labour laws.
7. I/We agree to pay minimum wages as per the Labour Enforcement Authority + EPF + ESIC. Payment will be made on 7th day of every month.
8. The holiday list for the personnel deployed by the contractor should be approved by the Competent Authority.
9. Substitute will be made available as and when required. Extra man power, if any, shall be provided on 24 hour's notice.
10. Identity Card + 1 Pair of Safety Shoes will be given to all the workers within 15 days of award of work and it will be replaced as and when required.
11. I have read the Tender conditions including General Terms & Conditions of the Contract given in the tender document. I/We agree to abide by the same.

Place:

Date:

Contractor's Seal & Signature

Affidavit

(To be executed on Rs. 100/- Stamp paper & attested by Public Notary/Executive Magistrate in respect of the Bidder)

We.....hereby declares that:

- a) Our Firm has never defaulted on any loan by Bank/Financial Institutions in the past.
- b) There are no statutory dues and liabilities against our firm.
- c) Our Firm is not blacklisted and debarred from any Govt. Department/CSIR.
- d) There is no criminal case pending against the firm.
- e) The contents of this affidavit are true to the best of my knowledge and belief. Nothing material has been concealed.

Place:

Date:

Contractor's Seal & Signature

Acceptance Letter

Date: _____

To

The Director,
CSIR-Central Building Research Institute,
Roorkee.

Tender Ref. No. _____

Name of Work: **Contract for Providing Manpower for various services and Drivers for driving all types of vehicles in CSIR-CBRI, Roorkee**

Sir,

I/We understand the nature and quantum of work to be carried out and read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. **I/We also agree to keep this tender open for acceptance for a period of 90 (ninety) days from the date fixed for opening the Part II** and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted, I/We understand that my/our "Earnest Money Deposit" submitted along with the tender to Director, CSIR-CBRI will be liable for forfeiture. The rate quoted is firm and I/we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the CSIR-CBRI general conditions of the contract as amended from time to time and to carry out the work according to the drawings, specifications and special conditions of the contract laid down by CSIR-CBRI.

A sum of Rs. is hereby forwarded as Earnest Money in the form of on line payment in favour of CSIR-CBRI . The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if:-

- a) I /We do not execute the contract documents immediately after getting information from CSIR-CBRI
- b) I / We do not commence the work within 15 days after issue of the letter/contract to that effect.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Bidder(s) with Stamp

Address: _____

Agreement For Providing Manpower for various services and Drivers for driving all types of vehicles on Labour contract basis at CSIR-CBRI, Roorkee

This AGREEMENT made on this----- day of ----- between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH (CSIR), a Society registered under the Societies Registration Act and having its office at “Anusandhan Bhawan”, Rafi Marg, New Delhi (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

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

WHEREAS the CSIR-CBRI is desirous of giving **a job contract for Providing Manpower for various miscellaneous services and Drivers for driving all types of vehicles at CSIR - CENTRAL BUILDING RESEARCH INSTITUTE, Roorkee** which is a constituent unit of CSIR (hereinafter referred to as CSIR-CBRI and whereas the Contractor has offered to provide manpower for various miscellaneous services and Drivers for driving all types of vehicles on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar on him in this respect. Any obligations and/ or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/ or execution of this Contract shall be carried out by the contractor at his own expenses, etc and the contractor shall report the compliance thereof to the CSIR-CBRI. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act/provisions.

WHEREAS CSIR-CBRI has agreed to award the **Contract for providing manpower for various services assigned** details of which are given at **Annexure-I**.

AND WHEREAS the contractor has agreed to furnish to the CSIR-CBRI a security deposit of Rs.----- (Rupees ----- only) by way of Bank Guarantee or Demand Draft.

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

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, a

relationship of employer and employee between the said persons and the CSIR-CBRI 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 CSIR-CBRI or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Director of the CSIR-CBRI for further streamlining their system. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Director of the CSIR-CBRI or the officer designated by the Director in this respect from time to time.
3. That the Director of the CSIR-CBRI or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as 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 up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful activity or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the CSIR-CBRI/CSIR in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the CSIR-CBRI in case of any of the aforesaid misconduct on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure 'I' as deemed fit by him in consultation with the CSIR-CBRI.
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 of 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 CBRI/CSIR 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 entering or leaving or while on duty.
4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under applicable labour laws and other statutory provisions.
5. That the contractor shall at his own cost, if required take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of Contract Labour (Regulations & Abolition) Act. 1970; Employees State Insurance Act, Workman's Compensation Act, 1923; Payment of Wages Act 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938, maternity benefit Act and/ or any other Rules/ regulations and/ or statutes that may be applicable to them.
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-CBRI/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 and/or

7. CSIR-CBRI/CSIR shall be entitled to recover any losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
8. That the contractor shall be required to maintain permanent attendance register/ roll within the building premises which will be open for inspection and checking by the authorized officers of CSIR-CBRI.
9. That the contractor shall make the payment of wages, etc. to the persons so deployed in their bank accounts and shall place the bill supported by DBT documents to the CSIR-CBRI, 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-CBRI 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 unauthorisedly made, maintenance of wages book, wages slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
10. That the contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at CSIR-CBRI in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, an amount equal to ESI & EPF contribution will be withheld till submission of required documents.
11. The contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-CBRI.
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 contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability reimburse the Director of the CSIR-CBRI the sum incurred by the CSIR-CBRI, in this regard.
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 CSIR-CBRI and ensure that no such person shall create any disruption/ hindrance/ problem of any nature in CSIR-CBRI 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 money will be refunded to the Contractor after one month of the expiry of the contract upon the satisfactory performance of the contract.
16. That the Contractor shall keep the CSIR-CBRI/CSIR indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case CSIR-CBRI/CSIR is made a party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR-CBRI/CSIR on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR-CBRI/CSIR in this respect or of any nature whatsoever and shall keep CSIR indemnified in this respect.
17. The Contractor shall further keep the CSIR-CBRI/CSIR indemnified against any loss to the CSIR-CBRI/CSIR property and assets. The CSIR-CBRI/CSIR shall have further right to adjust and/ or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

C. CSIR-CBRI'S OBLIGATIONS

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid amount due as per contract on monthly basis. Such payment shall be made by the 10th day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by CSIR-CBRI/CSIR in this regard.
2. The payment on account of enhancement/ escalation charges on account of revision in wages by the appropriate Govt. (Govt. of India)/ State Govt. from time to time shall be payable by the CSIR-CBRI/CSIR to the contractor.

D. PENALTIES/ LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from any other agency at his risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any default 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 from bill for a particular month will be leviable.

E. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. ----- and shall remain in force for a period of one year. **This agreement may be extended on such terms and conditions as are mutually agreed upon.**
2. That this agreement may be terminated on any of the following contingencies:-
 - a) On the expiry of the contract period as stated above
 - b) By giving one month's notice by CSIR on account of:

- i. Committing breach by the contractor of any of the terms and conditions of this agreement.
 - ii. Assigning the contractor any part thereof to any sub-contractor by the contractor without written permission of the CSIR-CBRI.
- c) On contractor being declared insolvent by competent Court of Law.
3. 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.

F. ARBITRATION

- 1. In the event of any question, dispute/difference arising under this contract/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 as per the provisions of Indian Arbitration and Reconciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force.
- 2. The arbitration Proceedings will be in English only.
- 3. The place of arbitration shall be the Delhi International Arbitration Centre at Delhi.
- 4. The award of the arbitration shall be final and binding on the parties.
- 5. The cost of the arbitration shall be borne equally by both the parties.

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

For and on behalf of the Contractor

For and on behalf of
 Council of Scientific & Industrial Research
 New Delhi

WITNESS

WITNESS

1.

1.

2.

2.

Compliance Report

Application for pre-qualification of firms/contractors for providing manpower for various services and drivers for driving all types of vehicles in CSIR-CBRI, Roorkee

Sl. No.	Technical Requirement	Corresponding page number(s) of technical bid for reference
1.	Name of the Firm / Company, location of office with complete address with telephone/fax numbers and email ID	:
2.	Name of the Owner / Partner	:
3.	Address with Ph. No. / Email / fax No.	:
4.	Letter head of Company (to be uploaded)	:
5.	PAN No. (to be uploaded)	:
6.	GST No. (to be uploaded)	:
7.	Manpower Details of the firm(enclose the copy as proof)	:
8.	Receipt of Rs. 2,40,000/- as EMD deposited in CBRI Account. (upload the copy)	:
9.	The agency must have minimum three years experience in providing such services in Central Govt./State Govt./ PSU's/ Autonomous Bodies/Corporate institutions. Please attach (a) work orders (b) Satisfactory performance certificates.	:
10.	Contract Labour License issued by Labour Commissioner State/Central for any previous work (upload the copy)	:
11.	Labour Identification No.-LIN allocated by Shram suvidha Portal of Ministry of Labour and Employment .(upload the copy)	:
12.	Copies of Income Tax returns of last 03 years	:
13.	Registration with (a) EPF & (b) ESIC (upload the copies of the same)	:
14.	Solvency certificate of an amount not less than 10.00 lacs insured by schedule bank within the last six months.	:
15.	An Affidavit on the stamp paper of Rs. 100/- to the following effect:- A) Having not defaulted on any loans by bank/financial Institution in the past. B) No statutory dues and liabilities C) The contractor /Firm should not have been blacklisted by any Govt. Department /CSIR. D) There is no criminal case pending against the Firm/Contractor (upload a copy as per format given at Annexure-III	:
16.	Proof of Annual turnover minimum Rs.1 crore 20 Lakh each year for the last 03 years (enclose Turnover certificates issued by CA under seal bearing his license no.).	:
17.	Copy of audited Balance Sheets for the last three years.	:
18.	Any other obligatory Registration / Certificate for supply of these services(upload the copies)	:
19.	Signed copy of undertaking as per Annexure-II	:

Signature of Bidder(s) with Stamp
Address: _____

Note: Bidder must fill in the above information in a tabular form by enclosing all the relevant documents/information as quoted against Sr. No.1-21 above.

BIDDERS BANK DETAILS :

NAME/ADDRESS OF AGENCY

OWNER'S NAME

TELEPHONE NO.

RESIDENTIAL ADDRESS

BANK DETAILS

- BANK NAME & BRANCH
- ACCOUNT NUMBER
- IFSC NUMBER

BIDDERS SIGNATURE/OFFICIAL SEAL/STAMP

Work Experience Details

Details of Experience of **Providing Manpower for various miscellaneous services and Drivers for driving all types of vehicles** in last 03 years

SI. No.	Name and address of the Deptt./Organisation & Name of Contact Person with Ph. No.	Period		No. of Staff deployed	Contract Value (Please mention work award letter No. and date)
		From	To		

- Use a separate piece of paper if necessary
- Please attach copies of work award letters and completion certificates as proof

(Authorized Signatory)
Name & Title of Signatory
Name of Bidder
Address

PERFORMANCE GUARANTEE BOND FORM

1. In consideration of CSIR-Central Building Research Institute (CSIR-CBRI), Roorkee having awarded to M/s (hereinafter called the Contractor) under the terms and conditions of an agreement (hereinafter called the contract), CSIR-CBRI has agreed to accept a deed of guarantee as herein provided for Rs..... (Rupeesonly) from a scheduled bank towards due performance of the contract by the contractor as per the terms & conditions of the contract.

We (Name of the Bank) _____ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the CSIR- CBRI stating that the amount claimed is due by way of loss or damage caused to or suffered by the CSIR- CBRI by reason of breach by the said Contractor(s) of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee where the decision of the CBRI on these counts shall be final and binding on the Bank. However, Bank's Liability under this guarantee shall be restricted to an amount not exceeding _____ .

We undertake to pay to the CSIR-CBRI any money so demanded notwithstanding any dispute, or dispute raised by the Contractor(s) in any suit or proceeding pending before any court or tribunal relating there to Bank's liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

We (Name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the *said* agreement and that it shall continue to be enforceable till all the dues of the CSIR-CBRI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till CSIR-CBRI certifies that the terms and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 14 months from the date of agreement, we shall be discharged from all liability under this guarantee thereafter.

We (Name of the Bank) _____ further agree with the CSIR-CBRI that the CSIR-CBRI shall have the fullest liberty without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from *time* to time or to postpone for any time or from time to time any of the powers exercisable by the CSIR-CBRI against said Contractor(s) and for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the CSIR-CBRI or any indulgence by the CSIR to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ supplier(s). We (Name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CBRI-CSIR in writing.

Dated the _____ day of _____

For _____

(Indicate the name of the Bank)

ANNEXURE-X

Non -Participation of near relatives of employees in the tender/execution of works in units.

I..... S/oR/o.....hereby certify that none of my relative (s) as defined in Clause No. 3.2 (C) of Section-2 of the tender document is/are employed in CBRI / CSIR as per details given in tender document. In case at any stage, if it is found that the information given by me is false/ incorrect, CBRI / CSIR shall have **the** absolute right to take any action as deemed fit without any prior intimation to me.

BIDDERS SIGNATURE OFFICIAL SEAL STAMP

(To be filled in BOQ Form available on the <https://etenders.gov.in> Portal)

(Cover-II)

Part II - PRICE BID

(Rate per worker per day)

Sl. No.	Particular/Heads	Unskilled	Semi Skilled	Skilled	Highly Skilled
1.	Basic	350	410	494	579
2.	VDA	53	62	75	87
3.	Total(Minimum Wages)	403	472	569	666
4.	EPF @ 13% of Minimum wages	52.39	61.36	73.97	86.58
5.	ESI @ 3.25% of Minimum wages	13.10	15.34	18.49	21.65
6.	Service Charges as a percentage of Minimum wages	It s to be quoted in BOQ Form available on the https://etenders.gov.in Portal			

- ❖ The bidder needs to mention only the % of Service Charges at Sl.No.6. Service Charges has to be same across all categories of workers
- ❖ GST and other statutory taxes, if any, will be reimbursed on production of proof of payment
- ❖ Bonus at the rate of 8.33 percent will be reimbursed as per extant rules.
- ❖ No other charges except given above will be payable

Certified that I/ We have read the instructions given in the tender documents. I/ We undertake to carry out the job as defined in the scope of work by deploying the required categories and number of manpower on the rates mentioned above and shall be solely responsible to discharge all the statutory liabilities. I/ We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

Place:

Signature of bidder

Date:.....

Address:.....

.....

.....

Tel.No./Mobile:.....

E-mail address:.....

Official Seal

Note:

1. The bidder would quote only Service/Administrative Charges for **providing Services**.
2. The percentage of Service charges would be computed on the basis of the minimum wages notified in the tender document (without any statutory liability viz. ESI, EPF, Bonus, etc.)
3. Prescribed rates /minimum wages of Govt. of Uttarakhand or Central Government for Labour whichever is higher will be paid.
4. No enhancement on rates on account of service charges during the contract period will be allowed.
5. As per Government of India orders – Tenders quoting **NIL service** charges will not be considered.