

CSIR-Central Building Research Institute  
Roorkee (Uttarakhand) 247667

**NOTICE INVITING e-Tender**

TENDER FOR

“Providing Manpower for various services  
and Drivers for driving all  
types of vehicles at CSIR-CBRI, Roorkee”

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

**NOTICE INVITING e-Tender**

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

**CONTENTS**

<b>Sr.No.</b>	<b>Description</b>	<b>Page No.</b>
1	Detailed NIT	03-06
2.	Instructions to bidders	07
3.	General Terms & Conditions	08-11
4.	Other Important Terms of Contract	12-18
4.	Scope of work – <b>Annexure-I</b>	19-20
5.	Undertaking by the contractor - <b>Annexure-II</b>	21
6.	Affidavit – <b>Annexure-III</b>	22
7.	Acceptance Letter – <b>Annexure-IV</b>	23
8.	Specimen of Agreement – <b>Annexure-V</b>	24-28
9.	Application for pre-qualification of firms/contractors in <b>Annexure-VI</b> to be furnished by bidder	29
10.	Bidders Bank Details <b>Annexure-VII</b>	30
11.	Work Experience Details <b>Annexure-VIII</b>	31
12.	Performance Guarantee Bond Form <b>Annexure-IX</b>	32
13.	Non -Participation of near relatives of employees in <b>Annexure-X</b>	33
14.	Bid Security Declaration Form-1 – <b>Annexure-XI</b>	34

**Note:- All the documents required on the Page no. 05 and Annexure-VI Page no. 29 are mandatory to be submitted in a separate folder named as Pre-Qualification folder. It is advised not to upload unnecessary documents. It is mandatory to maintain the indexing of documents as per Annexure-VI.**

**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](http://www.cbri.res.in)). CSIR-Central Building Research Institute invites e-tenders through e-tendering Portal <https://www.gem.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/Corporate institutions **For Providing Manpower for various services and Drivers for driving all types of vehicles at CSIR-CBRI, Roorkee** as per details given below:

Sl. No.	Name of work	Estimated cost of contract 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, Roorkee.	4,09,00,000/- per Annum	NIL	2% of estimated cost of contract	One year (initially for a period of one year extendable for one more year on satisfactory completion of the contract period)

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://www.gem.gov.in>.

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

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.

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

**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.120 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 period).
  4. An Affidavit (Annexure-III) on the stamp paper of Rs. 100/- for following points:-
    - a. Character certificate to the effect that the contractor /Firm has not been blacklisted by any Govt. Department /CSIR and also that there is no criminal case pending against the Firm/Contractor.
    - b. Having not defaulted on any loans by bank/financial Institution in the past.
    - c. No statutory dues and undisputed liability.
  5. The firm 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 Rs. 20,85,000.00 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.
  11. Copy of Audited Balancesheets for last three years.
  12. **EarnestMoneyDeposit:** Each tender must be accompanied by Earnest Money (EMD)@ 2% of estimated cost of contract.
  13. Details of Manpower on roll of the firm.(enclose the copy as proof).
  14. Signed copy of undertaking as per Annexure-II.
  15. Establishment Registration certificate of the contractor.
  16. Local Office of the bidder in Uttarakhand with address proof.
- 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://www.gem.gov.in> by the bidder.
- IV.** **EarnestMoneyDeposit:** Each tender must be accompanied by Earnest Money (EMD)@ 2% of estimated cost of contract in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheques or Bank Guarantee from any of the Commercial Banks or deposited online in the account of Director CBRI Roorkee (as per the bank detail given below).

Account Holder's Name: Director,  
CBRI, Roorkee,  
Account No. 30269847968,  
IFSC-SBIN0010635,  
State Bank of India,  
CBRI Branch.

**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.**

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. They will have also to submit a signed copy of Bid Security Declaration accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document.** Suitable preferences shall be given to MSE in terms of Govt. of India provisions.

#### IV(a) The Earnest Money will be forfeited:

- i) If the tenderer withdraws his tender during the period of tender validity;
- ii) If in the case of the successful tenderer, the tenderer fails to:
  - (a) Sign the contract or to furnish performance security in accordance with the Terms and Conditions of contract;
  - (b) To comply with all the terms and conditions of the Agreement;
  - (c) Comply with the statutory liabilities set forth by the Govt., such as EPF and ESIC etc.
- iii) The refund of EMD to the unsuccessful tenderer will be made after the award of contract.

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

Sl.No.	Cover-I	Cover-II
1	Establishment Registration Certificate of the contractor.	Financial/Price bid as per format given on GeM (Bidders are requested to submit the Financial Bid in the format provided and no other format is acceptable).
2	Documentary proof of <b>three years</b> experience of providing such services in Central Govt./State Govt./ PSU's/ Autonomous Bodies/Corporate institutions. Please attach (a) <b>work orders</b> (b) <b>Satisfactory performance certificates.</b>	
3	EMD deposited in CBRI Account or exemption certificate along with Bid Security Declaration (upload a copy <b>Form-1 at Annexure-XI</b> )	
4	Solvency certificate of an amount not less than Rs. 20,45,000.00 insured by schedule bank within the last six months	
5	Copy of income tax PAN	
6	Copies of Income Tax returns of last 03 years	
7	An Affidavit (Annexure-III) on the stamp paper of Rs. 100/- for following points:- a. Character certificate to the effect that the contractor /Firm has not been blacklisted by any Govt. Department /CSIR and also that there is no criminal case pending against the Firm/Contractor. b. Having not defaulted on any loans by bank/financial Institution in the past. c. No statutory dues and undisputed liability.	
8	Copies of Registration certificates of ES, EPF, GST	
9	Copy of Contract Labour License issued by Labour Commissioner State/Central for any previous work.	
10	Details of Manpower on roll of the firm.	
11	Duly filled in and duly signed in NIT tender document.	
1	Labour Identification No.-LIN allocated by Shram Suvidha Portal of Ministry of Labour and Employment.	
14	Signed copy of undertaking as per Annexure –II of	

	tender	
15	Copies of audited Balance sheets for the last three years.	
16	Local Office of the bidder in Uttarakhand with address proof.	
17	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 impracticably **low Administrative / Service charges i.e “Nil”**, the bid shall be treated as unresponsive and will not be considered.
- VIII.** 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.
- IX.** 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.

**Administrative Officer**

## INSTRUCTIONS TO BIDDERS

1. CSIR-CBRI invites e-tenders (two bid system) through e-tendering portal <https://www.gem.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://www.gem.gov.in>. **Manual Bids shall not be accepted.**

4. CSIR-CBRI may at its discretion extend the last date and time for submission of Tenders.

### **5. Precautions while filling the Tenders :**

The bidders should take care of the following while applying online for the tenders:

5.1 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.** No claim on this account at later stage shall be entertained by the CSIR- CBRI under any circumstances.

5.2 **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 Daughter's husband, Brother (including step brother), brother's wife, Sister (including step sister), Sister's husband.

5.3 Any attempt to influence the evaluation of the tender will cause the bidder to be excluded from consideration.

5.4 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.**

5.5 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 or any other requirements, stipulated in the tender documents are liable to be rejected.

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## **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 35
- Semi Skilled 30
- Skilled 36
- Drivers (Skilled) 05
- Highly Skilled 44

**The number of the manpower of all categories may vary from time to time depending on need.**

### **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.
- 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 in Night halt situation.
- 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. The contractor will indemnify the entire claimed amount for repair of damaged vehicle due to negligence of the driver. **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. 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.
- XVII. Drivers will bring their ID cards all time at work place compulsorily.
- XVIII. Total number of drivers may increase or decrease at any time depending upon needs.
- XIX. 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. Opening of Tenders:**

- a) The Technical bid (Cover-I) 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.
- c) 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.
- h) The Financial Bids(Cover-II) of only those bidders short-listed based on Technical Bids will be opened on a specified date and time.

## **2. Award of contract**

- 2.1 The lowest quoting Firm (LQ-1) will be selected on the basis of lowest financial bid i.e. Service/Administrative charges through GeM system automatically.
- 2.2 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.
- 2.3 Work order will be placed to the finally selected Firm.
- 2.4 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.
- 2.5 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.
- 2.6 No deviations from these terms and conditions will be accepted; violation thereof will lead to rejection of the bid.

## **3. Earnest Money Deposit:**

### **4. 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**.

### **5. Acceptance of Tender:**

- a. The bidder **shall within 05 days** of receipt of the GeM generated Work Order, give his acceptance (**Annexure – IV**) along with performance security in conformity with the Tender documents.
- b. 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.

### **6. Performance Guarantee/Security Deposit:**

- 6.1 For due performance of his/their obligations under the contract, during the validity, the successful bidders shall have to deposit a sum equal **to 3%** of the contract value as Security Deposit/Performance Guarantee 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.
- 6.2 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.
- 6.3 The security deposit will be forfeited in case of breach of contract or unsatisfactory service.
- 6.4 **In case of major revision of minimum wages on higher side the office holds the right to claim additional amount of security deposit.**

6.5 Security Deposit/Performance Guarantee will be free of interest.

6.6 After successful completion of the contract, the security deposit will be refunded after 02 months from the date of completion of contract, after adjusting dues, if any, to the CBRI from the Contractor.

## **7. Signing of Agreement:**

7.1 Final order will be placed after receipt of Security Deposit and signing of prescribed Agreement as per Annexure V before commencement of services.

7.2 The successful bidder shall present himself for signing the Agreement within 10 days of receipt of GeM Generated work order. 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.

8. 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.)

## **9. 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.

## **10. Arbitration**

10.1 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.

10.2 The arbitration Proceedings will be in English only.

10.3 The place of arbitration shall be the Delhi International Arbitration Centre at Delhi.

10.4 The award of the arbitration shall be final and binding on the parties.

10.5 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 **Over time Allowances** 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 preferably above the age of 65 years.

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 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 the contractor fails to commence/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 of 4 years to participate in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

## 20. Duration/Validity of Contract

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 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 Acts 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 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
40. 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.

#### **41. LAB OBLIGATIONS**

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

#### **42. 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 7<sup>th</sup> 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.

#### **43. 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 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.
- 2.10 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.

- 2.11 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	35
2.	Semi Skilled	30
3.	Skilled	36
4	Drivers	05
5	Highly Skilled	44

#### 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 7<sup>th</sup> day of every month and **there should be no linkage between this payment and settlement of the contractor's bill from the CSIR-CBRI.**

**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 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. Other conditions of termination of the contract will be governed by SLA on the GeM.

**Administrative Officer**

## 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 **Over time Allowances** 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) OTA 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:-
  - i. Car model, color and number of any officer(s)/official(s).
  - ii. Telephone no./ any other information.
  - iii. Location and movement plans.
  - iv. Meetings and conference schedules.
  - v. Site plan of the premises.
  - vi. Travel details of the clients.
  - vii. 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 7<sup>th</sup> 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**

*(To be furnished on non-judicial paper of Rs. 100/- duly attested by a Magistrate/Notary Public in respect of the bidder)*

AFFIDAVIT

I/We (name)\_\_\_\_\_ contractor/partner/sole proprietor (strike out which is not applicable) of (firm)\_\_\_\_\_ do hereby solemnly affirm and declare that the individual/firm/company is **not blacklisted** or **debarred/suspended** by any Government Department or an Autonomous Body. There is no criminal case pending against the proprietor/partners/directors/promoters.

I / We have not defaulted on any loans by any bank/ financial Institution in the past.

There is no statutory dues and undisputed liability against our/my firm.

The contents of this affidavit are true to the best of my knowledge and belief. Nothing material has been concealed.

Place

Date\_\_\_\_\_

DEPONENT'S SIGNATURE WITH OFFICIAL SEAL/STAMP

\*\*\*\*\*

## 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.** 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.

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 basisat 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 servicesassigned** 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 10<sup>th</sup> 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.

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## 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 & Owner / Partner, location of office with complete address with telephone/fax numbers and email ID	:
2.	Letter head of Company(to be uploaded)	:
3.	Copy of PAN	:
4.	EMD deposited in CBRI Account exemption certificate along with Bid Security Declaration (upload a copy <b>Form-1 at Annexure-XI</b> )	:
5.	Details of Manpower on roll of the firm(enclose the copy as proof)	:
6.	The agency must have minimum <b>three years</b> experience in providing such services in Central Govt./State Govt./ PSU's/ Autonomous Bodies/Corporate institutions. Please attach <b>(a) work orders (b) Satisfactory performance certificates.</b>	:
7.	Contract Labour License issued by Labour ,lCommissioner State/Central for any previous work (upload the copy)	:
8.	Labour Identification No.-LIN allocated by Shram suvidha Portal of Ministry of Labour and Employment .(upload the copy)	:
9.	Copies of Income Tax returns of last 03 years	:
10.	Registration of ESI, EPF, GST(upload the copies)	:
11.	An Affidavit on the stamp paper of Rs. 100/- for following points as per Annexure-III:- a. Character certificate to the effect that the contractor /Firm has not been blacklisted by any Govt. Department /CSIR and also that there is no criminal case pending against the Firm/Contractor b. Having not defaulted on any loans by bank/financial Institution in the past. c. No statutory dues and undisputed liability.	:
12.	Solvency Certificate of an amount not less than Rs. 20,45,000.00 insured by schedule bank with in the last six months	:
13.	Copy of audited Balance Sheets for the last three years.	:
15.	Any other obligatory Registration / Certificate for supply of these services(upload the copies)	:
16.	Signed copy of undertaking as per Annexure-II	:
17.	Establishment Registration certificate of the contractor	:
18.	Local Office of the bidder in Uttarakhand with address proof.	:

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 mentioned against Sl. No.1-18 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

Sl. 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**

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..... (Rupees .....only) 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)**



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

I.....S/o .....R/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**

Note: Submit as **form 1 as part of Technical bid**, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this.

**Bid Securing Declaration**

(On Company Letter-head)

Bidder's name \_\_\_\_\_

[Address and Contact Details] \_\_\_\_\_

Bidder's Reference No. \_\_\_\_\_

Date.....

To

Director,  
CSIR-Central Building Research Institute,  
Roorkee-247 667 (Uttarakhand)

Ref: Tender for Providing Manpower for various miscellaneous services and Drivers for driving all types of vehicles at CBRI, Roorkee (U.K.)

Sir/Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in procuring Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) Withdraw / amend / impair / derogate , in any respect , from our bid , within the bid validity; or
- 2) Being notified within the bid validity of the acceptance of our bid by the procuring Entity:
  - (a) Refused to or failed to produce the original documents for scrutiny or the required performance Security within the stipulated time under the conditions of the tender Document.
  - (b) Fail or refuse to sign the contract.

We know that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) Receipt by us of your notification
  - (a) Of cancellation of the entire tender process or rejection of all bids or
  - (b) Of the name of the successful bidder or
- 2) Forty-five days after the expiration of bid validity any extension to it.

**(Signature with date)**

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[Name & address of bidder and seal of company]

Dated on.....day of.....[insert date of signing]

Place..... [Insert place of signing]

DA:.....