

TENDER DOCUMENT

FOR

TENDER DOCUMENT FOR SUPPLY OF CONTRACT LABOURS FOR SPECIFIED JOBS RELATED TO CANTEEN/HOSTEL WORK, SPONSORED PROJECTS, SHIFTING OF MATERIALS AND OTHER MISCELLANEOUS WORK AT CSIR-NML, JAMSHEDPUR AND ITS PREMISES



CSIR-NATIONAL METALLURGICAL LABORATORY

(Council of Scientific & Industrial Research)

JAMSHEDPUR -831007

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CANTEEN/HOSTEL WORK, SPONSORED PROJECTS, SHIFTING OF MATERIALS AND OTHER
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PUBLISHING DATE	:	13.11.2018
ORIGINAL	:	To be submitted online under two bids system (Technical and Commercial/Price)
DUPLICATE	:	To be retained by the bidder for his reference.
COST OF TENDER DOCUMENT	:	Rs.2,000/- (Rupees Two Thousand only) <i>(Non-Refundable)</i>
Earnest Money Deposit	:	Rs.10,20,000/-
Bid Document Download/Sale Start Date	:	13.11.2018 from 9:30 hrs.
Bid Submission Start	:	13.11.2018 from 9:30 hrs.
Bid Submission End Date	:	28.11.2018 from 15:00 hrs.
Bid Opening Date (e-Envelope-I)	:	29.11.2018 at 15:30 hrs.
Last Date & Time of submission of original D.D/B.C. against EMD & Tender fee	:	29.11.2018 up to 15:00 hrs.
Bid Opening Date (e-Envelope-II)	:	30.11.2018 at 15:00 hrs.

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CSIR-NATIONAL METALLURGICAL LABORATORY
(Council of Scientific & Industrial Research)
JAMSHEDPUR – 7



No.CSIR-NML-1(C)/18-E.III

Dated : 13/11/2018

NOTICE INVITING e-TENDER (eNIT)

Tenders are invited under Government e-Procurement System from experienced and registered Contractors, for supply of contract labours for specified jobs related to canteen/hostel work, sponsored projects, shifting of materials and other miscellaneous work at CSIR-NML, Jamshedpur and its premises. The contract is worth about Rs.3,40,00,000/- annually.

Prospective Bidders are advised to get register themselves at NIC CPP portal, obtain 'Login ID' & 'Password' and go through the instruction available in the Home Page after login into the CPP-portal <http://etenders.gov.in/eprocure/app>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their tender. Bidders are required to upload the digitally signed file of scanned document along with scanned copy of Demand Draft for Tender Fee. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Registered Contractors holding valid licence under Contract Labour (Regulation & Abolition), Act 1970, registered with GST, ESIC and EPF authorities, having successfully carried out at least one work (80%) of similar nature amounting to Rs. 2,72,00,000/- (Rupees Two Crore Seventy Two Lakh only) or above or two works (50%) of Rs. 1,70,00,000/- (Rupees One Crore Seventy Lakh only) or above each or three contracts (40%) each amounting to Rs. 1,36,00,000/- (Rupees One Crore Thirty Six Lakh only) or above in a single contract in an year during last five years in National Laboratories/Institutes of CSIR / Govt. / Semi Govt. / Autonomous Bodies/ Public Sector Undertakings, repute Public Limited Companies/Tata Companies (top 500 in India) are eligible to apply.

Tender document along with detailed terms and conditions of the work can be obtained online on payment of Rs.2000/- (**non refundable**) by D.D/Banker's Cheque drawn in favour of the **Director, National Metallurgical Laboratory, Jamshedpur**, payable at Jamshedpur. Scanned copy of respective DD be submitted along with the tender documents & the original submitted within 1 working day after online submission of tenders. Tender documents may available on CSIR-NML's website <http://www.nmlindia.org>.

A scanned copy of Demand Draft/Banker's Cheque of **Rs. 10,20,000/- (Rupees Ten Lakh Twenty Thousand only)** towards **Earnest Money Deposit** drawn in favour of Director, National Metallurgical Laboratory, Jamshedpur and payable at Jamshedpur shall be submitted online alongwith Tender documents on or before 28/11/2018 upto 3:00 P.M. and the original of the same DD/BC may submitted in the office of CSIR-NML within 1 day after online submission of tender documents on or before 29/11/2018 upto 3:00 P.M. Tenders submitted without EMD shall not be considered. Tenders submitted by FAX/e-Mail will not be entertained. Director, CSIR-National Metallurgical Laboratory, Jamshedpur reserves the right to accept or reject any or all the tenders received or accept any or all the tenders wholly or partially, without assigning any reason thereof.

(Administrative Officer)

INSTRUCTIONS TO BIDDERS:-

1. GENERAL:-

1.1 The present e-tender is being invited for supply of contract labours for specified jobs related to canteen/hostel work, sponsored projects, shifting of materials and other miscellaneous work at CSIR-NML, Jamshedpur and its premises.

2. ELIGIBLE BIDDERS:-

2.1. Registered Agencies/Contractors holding valid labour licence under Contract Labour (Regulation & Abolition), Act 1970, registered with GST, ESIC and EPF authorities and having experience of executing similar contracts for at least five years and have successfully carried out at least one work (80%) of similar nature amounting to Rs. 2,72,00,000/- or above or two works (50%) of Rs. 1,70,00,000/- or above each or three contracts (40%) each amounting to Rs. 1,36,00,000/- or above in a single contract in a single year during the last five years in Laboratories or Institutes of CSIR / Govt. / Semi Govt. / Autonomous Bodies / Public Sector Undertakings of repute/TATA Companies (top 500 in India) are eligible to apply. The phrases 'Similar contracts', 'works of similar nature' may be defined as supply of contract labour (Highly Skilled, Skilled, Semi Skilled and Unskilled) as a principal contractor for specified jobs related to canteen/hostel work, sponsored projects and shifting of materials etc.

3. QUALIFICATION OF THE BIDDERS:-

3.1. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2. (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm.

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

3.3. The bidder shall submit full details of his ownership and control, bidder shall submit the certificate of incorporation along with its Memorandum of Articles of Association, if it is a Company or Society etc.

3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.

3.5. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the CSIR-NML subsequently finds to the contrary, the CSIR-NML reserves the right to declare the Bidder as non-compliant and declare rejection of his bid and treat the contract if already awarded to the Bidder to be null and void.

3.6. Valid registration of GST, ESIC, EPF.

3.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of a consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participates in more than one bid, the bids are liable to be rejected.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the CSIR-NML in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO CSIR-NML:-

The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the nature and intricacies of the work i.e. supply of contract labours for specified jobs related to canteen/hostel work, sponsored projects, shifting of materials and other miscellaneous work at CSIR-NML, Jamshedpur and its premises and obtain all information from CSIR-NML that may be necessary for preparing the bid and entering into a contract for execution of the work. The cost of visiting the site shall be at the Bidder's own expenses. It shall be deemed that the contractor has undertaken a visit to the CSIR-NML and is aware of the operational conditions prior to the submission of the tender document.

7. TENDER DOCUMENT:-

7.1. Contents of Tender Document.

7.1.1. The e-tender invitation document has been prepared for the purpose of inviting tenders for supply of contract labours for specified jobs related to canteen/hostel work, sponsored projects, shifting of materials and other miscellaneous work at CSIR-NML, Jamshedpur and its premises. The tender document comprises of:

- (a) Notice of Invitation of Tender. (Page No. 3)
- (b) Instruction to Bidders (page No.04 to 09)
- (c) Terms and Conditions. (Page No. 10 to 15)
- (d) Form of Tender (Annexure-I) (Page No. 16)
- (e) Scope of Work (Annexure-II) (Page No. 17)
- (f) Check list for Pre-qualification Bid (Annexure-III) (Page No. 18)
- (g) Price Bid / Rate Schedule (Annexure- IV) (Page No. 19)
- (h) Form of contractor's bid (covering letter) (Annexure V) (Page No. 20)
- (i) Details of experience (Annexure VI) (Page No. 21)

7.1.2. Bidding Documents should be completed and submitted online.

7.1.3. The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

7.1.4. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

8. PREPARATION OF BIDS

8.1. Language

Bids and all accompanying documents shall be in English or in Hindi. In case any accompanying document is in any other language, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

8.2. Documents Comprising the Bid:-

8.2.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.10,20,000/- in the form of an Account Payee Demand Draft/Banker's Cheque from a commercial bank in favour of **Director, National Metallurgical Laboratory**, payable at Jamshedpur along with the tender document. The Bid Security will remain valid for a period of ninety days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.2.2. The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.1, completed in preceding five years, which were similar in nature and complexity as in the present contract in the attached Format (Annexure VI).

8.3. BID PRICES:-

8.3.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the tender document in respect of supply of contract labours for specified jobs related to canteen/hostel work, sponsored projects, shifting of materials and other miscellaneous work at CSIR-NML, Jamshedpur and its premises. This includes all the liabilities of the contractor such as cost of identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, GST, ESIC, EPF contributions, all kinds of taxes etc. which should be clearly stated by the contractor.

8.3.2. The rates should be quoted by the Bidder as per annexure IV, shall be exclusive of GST.

8.3.3. The rate quoted shall be responsive and the same should be in accordance with the statutory obligations such as Minimum Wages, GST, ESIC, EPF contributions etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

8.3.4. The GST shall be reimbursed only on production of proof of deposit.

8.4. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. Currencies of Bid and Payment:-

8.5.1. The Bidder shall quote his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.6. Duration of Contract:-

The contract will be for a period of ONE YEAR. However, the first three months will be treated as trial period, and if the performance of the contractor is found satisfactory during the period, the contract will be firmed up on yearly basis including the first three months of trial period, otherwise the same will be terminated with due notice of one month time. If the services of the contractor are found to be satisfactory during his term of agreement the same can be extended for another period of **one year** after expiry of the initial contract of one year with same terms & conditions. If at any time during the term of contract the services of the contractor are found to be not satisfactory, his contract will be terminated even before expiry of the term after serving a notice of two month's time.

8.7. BID SECURITY:-

8.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 10,20,000/- in the form of an Account Payee Demand Draft/Banker's Cheque from a commercial bank in an acceptable form in favour of the **Director, National Metallurgical Laboratory, Jamshedpur**, payable at Jamshedpur along with the tender document. The Bid Security will remain valid for a period of ninety days beyond the final bid validity period.

8.7.2. Tender not accompanied by Bid Security shall be rejected.

8.7.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.7.4. Bid security (Earnest money deposit of Rs.10,20,000/-) of the successful bidder may be adjusted towards Performance Security (10% of tender value).

8.7.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of tender validity.

8.7.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the CSIR-NML.

9. Submission of Bids:-

9.1.1. The Pre-qualification Technical Bid should consist of the following documents:-

- (a) Proposal Form as per annexure V.
- (b) Bid Security (Earnest Money Deposit) for an amount of Rs.10,20,000/- in the form of an Account Payee Demand Draft/Banker's Cheque from a commercial bank in an acceptable form in favour of **Director, National Metallurgical Laboratory, Jamshedpur**. Bidders using downloaded tender documents should also submit cost of the tender document i.e. Rs. 2000/- in the form of an Account Payee Demand Draft/Banker's Cheque from a commercial bank in favour of **Director, National Metallurgical Laboratory, Jamshedpur**;
- (c) Recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- (d) PAN card under Income Tax Act;
- (e) GST Registration Number;
- (f) Valid Registration No. of the Agency/Firm;
- (h) Valid Employees Provident Fund Registration Number;
- (i) Valid ESIC Registration Number;
- (j) Character Certificate in the form of an Affidavit on the stamp paper of Rs.100/- to the effect that the contractor/firm has not been blacklisted by any Govt./Semi Govt. Deptt./PSU/CSIR-Labs as also that there is no criminal case pending against the firm/contractor in any court of Law;

- (k) Proof of experience supported by documents (job completion certificates of previous contracts) from the concerned organizations;
- (l) Banker's certificate stating that the firm is financially sound;
- (m) A certificate declaring that the firm is not a middleman, agent nor intermediary. A certificate that no middleman, agent is involved.
- (n) The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 21.1, completed in preceding five years, which were similar in nature and complexity as in the present contract in a separate format.
- (o) Proof of experience supported by documents from the concerned organizations.
- (p) Copy of audited balance sheet for the last three years.

9.1.3. The e-Envelope of Financial Bid should contain the duly filled in rate schedule/ price bid (Annexure- IV) duly stamped and signed.

9.1.4. The e-tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of e-tender.

ADDRESS OF THE LABORATORY
CSIR-National Metallurgical Laboratory.
Burmamines,
Jamshedpur – 831007

10. Bid Opening and Evaluation:-

10.1.1. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

10.1.2. Subsequently, the valid technical bids will be evaluated by the CSIR-NML.

10.1.3. Financial bids of only the technically qualified bidders will be opened for evaluation at a later date (which will be communicated to them).

10.1.4. After Price Bid opening, lowest rate will be selected if there is a tie among two or more bidders in L-I rates workable service charge (i.e. quoting exactly the same least rate in Rupees), then these bidders shall be intimated separately to submit online a revised price bid in an "e- ENVELOPE". The revised price bids will be opened by the tender opening committee. The L-I shall be the party who offers the lowest rate. In case of further tie, the aforementioned process will be repeated so as to arrive at a single L-I. **The L-I (workable service charge) rate thus arrived at should be workable in terms of labour laws/statutory requirements.**

10.2 Right to accept any Bid and to reject any or all Bids:-

10.2.1. Director, CSIR-NML is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

10.2.2. Director, CSIR-NML may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the Govt. Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings/TATA Companies etc.

10.2.3. Director, CSIR-NML may terminate the contract and forfeit the EMD in the event of the successful bidder fails to furnish the Performance Security within seven days from the date of issue of award letter or fails to commence the work within stipulated period as indicated in the award letter.

11.1 Award of Contract:-

11.1.1. CSIR-NML will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.1.2. CSIR-NML will communicate the successful bidder by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Award Letter") shall prescribe the amount which CSIR-NML will pay the workable service charges to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

11.1.3. The successful bidder will be required to execute an agreement in the form specified by CSIR-NML within a period of 10 days from the date of issue of Award Letter.

11.1.4. The successful bidder shall be required to furnish a **Performance Security within 7 days of receipt of Award Letter for a sum equivalent to the 10% of the annual contract value** in the form of an Account Payee Demand Draft/Bank Guarantee/FDR/Pay Order from a Nationalized/Scheduled bank in favour of **Director, National Metallurgical Laboratory, Jamshedpur**. EMD may be adjusted against Performance Security in the case of successful bidder. The Performance Security shall remain valid for a period of ninety days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly. No interest shall be payable on the security amount.

11.1.5. The successful bidder's rates are to be valid for the entire period of contract (including extension period, if awarded).

11.1.6. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

TERMS AND CONDITIONS OF THE CONTRACT

1. The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as GST, ESIC, EPF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the CSIR-NML and if any change is required on part of the CSIR-NML, fresh list of staff shall be made available by the contractor after each and every change.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF, ESIC etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the CSIR-NML and to the Labour department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code numbers allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal amount of employer's contribution should be deposited with the respective EPF authorities within 7 days of close of every month. Particulars of the employees engaged for the CSIR-NML, is required to be submitted to the CSIR-NML. In any eventuality, if the contractor failed to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, CSIR-NML is entitled to recover the equal amount from any money due or accruing to the Contractor under this agreement.
4. The antecedents of the workers deployed shall be got verified by the contractor from local police authority and an undertaking in this regard should be submitted to CSIR-NML and CSIR-NML shall ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the CSIR-NML. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the CSIR-NML.
8. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse in the areas of responsibility given to them by the CSIR-NML and shall not knowingly lend to any person or company any of the effects of the CSIR-NML under its control.
9. The contractor's staff shall not accept any gratification or reward in any shape other than mentioned in the contract.
10. The contractor shall have to ensure the correct and satisfactory performance of his liabilities and responsibilities under the contract.
11. Under the terms of their employment agreement with the Contractor the staff shall not do any professional/commercial or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
12. That in the event of any loss occasioned to the CSIR-NML, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the CSIR-NML, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Director, CSIR-NML, Jamshedpur will be final and binding on the contractor.

13. The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements related to providing supply of contract labours for specified jobs related to canteen/hostel work, sponsored projects, shifting of materials and other miscellaneous work at CSIR-NML, Jamshedpur and its premises as per the direction enumerated herein and in accordance with such directions, which the CSIR-NML may issue from time to time and which have been mutually agreed upon between the two parties.

14. The CSIR-NML shall inform the contractor if any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly, the Contractor needs to change the staff with prior intimation to the CSIR-NML.

15. The contractor shall be responsible to maintain all property and equipment of the CSIR-NML entrusted to it.

16. The personnel engaged have to be extremely courteous with very pleasant manners in dealing with the Staff/visitors and should project an image of utmost discipline. The CSIR-NML shall have right to have any person removed in case of staff /visitors complaints or as decided by representative of the CSIR-NML if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

17. The duty hours/shifts shall be fixed by the CSIR-NML from time to time depending upon the requirements and the timings of the shifts may changeable and Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed.

18. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, GST, EPF, ESIC and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the CSIR-NML. The contractor should obtain necessary licence from the Asstt. Labour Commissioner (Central) within one month from the date of award of work and submit a copy of the same to the laboratory failing which the contractor will not be allowed to execute the work in the premises of CSIR-NML.

19. The payment would be made to the contractor on monthly basis after deduction of TDS as per rules based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the CSIR-NML and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the CSIR-NML.

20. Any damage or loss caused by contractor's persons to the CSIR-NML in whatever form would be recovered from the contractor.

21.(a) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.1000/- 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-NML premises immediately.

(b) 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-NML reserves the right to impose the penalty as detailed below:-

i) That if the contractor violates any of the terms and conditions of this contract or commits any fault or their services are not to the entire satisfaction of officer authorized by CSIR-NML, 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.

22. The contractor shall ensure that its personnel shall not at any time, without the consent of the CSIR-NML in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the CSIR-NML and shall not disclose to any information about the affairs of CSIR-NML. This clause does not apply to the information, which becomes public knowledge.

23. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

24. The contractor shall deploy his personnel only after obtaining the CSIR-NML approval duly submitting curriculum vitae (CV) of these personnel, the CSIR-NML shall be informed at least one week in advance and contractor shall be required to obtain the CSIR-NML's approval for all such changes along with their CVs.

25. 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.

26. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

27. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the CSIR-NML for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the CSIR-NML.

28. 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, the CSIR-NML shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Security.

29. 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-NML 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-NML from the contractor.

30. 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-NML, such money shall be deemed to be payable by the contractor to the CSIR-NML within seven days. The CSIR-NML shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

31. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.

32. The contractor shall indemnify and hold the CSIR-NML 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.

33. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.

34. The contracting agency shall not employ any person below the age of 18 years and above the age of 60 years.
35. The contractor shall get his personnel 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.
36. Staff engaged by the contractor shall not take part in any staff union and association activities.
37. The CSIR-NML shall not be responsible for providing residential accommodation to any of the employee of the contractor.
38. The CSIR-NML 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-NML does not recognize any employee-employer relationship with any of the workers of the contractor. The persons deployed by the contractor for the services under this contract shall be the employees of the contractor for all intents and purposes and the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR-NML shall accrue/arise implicitly or explicitly.
39. If as a result of post payment audit any overpayment is detected in respect of any work done by the contractor or alleged to have done by the contractor under the tender, it shall be recovered by the CSIR-NML from the contractor.
40. If any underpayment is discovered, the amount shall be duly paid to the contractor by the CSIR-NML.
41. 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-NML.
42. The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESIC etc. of each employee. If the contractor fails to produce proof for having remitted the ESIC/EPF and other statutory dues, the CSIR-NML reserves its right to withhold the payment for successive months. It will be released only on receipt of the evidence of deposition of such dues.
43. The Contractor must make the payment of wages and other admissible statutory dues to the workers first and then get the reimbursement from CSIR-NML. The payment will be made within 5th of the following month. These will be reimbursed to the contractor after production of documentary evidence by them.
44. The contractor shall disburse the wages to its staff deployed in the CSIR-NML every month through ECS or by Cheque in the presence of representative of the CSIR-NML.
45. The number of unskilled, semi skilled, skilled and highly skilled workers will be purely need based therefore the number of contractor's workers may be increased or decreased as per the actual requirement. The Director, CSIR-NML will be under no obligation to engage any specific number of contractor's workers during the period of contract.

OBLIGATION OF THE CONTRACTOR

46. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the CSIR-NML fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

47. The contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the Lab. and shall on demand furnish copies of wages register/muster roll, etc. to the Lab./Instt. 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-NML 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 unauthorized deductions made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.

48. 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 furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Director, CSIR-NML a sum as may be claimed by CSIR-NML.

CSIR-NML'S OBLIGATIONS

49. In consideration of the services rendered by the contractor as stated above, payment shall be made by the 10th day of the month on the basis of the printed bills raised by the contractor and duly certified by the officer designated by Lab. in this regard. Income tax will be deducted at source from the monthly bills of the contractor as per I.T Act. Payment will be made monthly by crossed cheques or ECS only on submission of pre-receipted bill, in duplicate, along with all the copies of documentary evidence as state above.

50. Payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR-NML to the contractor.

51. The CSIR-NML shall reimburse the amount of GST paid by the contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.

52. Dispute Resolution

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to the sole Arbitration of DG, CSIR or his nominee.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. In the event of such arbitrator, to whom the matter is originally referred to is unable to act for any reason whatsoever, the Director General, CSIR shall appoint another person to act as arbitrator in place of the outgoing arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage it was left by his predecessor or afresh as the case may be.

(c) The arbitrator may give interim award(s) and/or directions, as may be required.

(d) Subject to the aforesaid provisions, The Arbitration and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

(e) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract.

53. JURISDICTION OF COURT

The courts at Jamshedpur/Ranchi shall have the exclusive jurisdiction to try disputes, if any, arising out of this agreement between the parties.

54. TERMINATION OF THE CONTRACT

THE CONTRACT CAN BE TERMINATED ON ANY OF THE FOLLOWING CONTINGENCIES:

- a) On the expiry of the contract period
- b) By giving three months notice by CSIR-NML(CSIR) on account of –
 - i) Losses suffered by CSIR-NML due to lapses on the part of the contractor and his personnel.
 - ii) For committing breach of contract.
 - iii) On assigning the contract or any part thereof any benefit or interest therein or there under by the Contractor, subletting whole or part of the contract to any third person.
- c) On contractor being declared insolvent by the competent Court of Law.
- d) During the notice period for termination of the contract, in a situation as contemplated above, the contractor shall keep on discharging his duties as before till the expiry of the notice period.

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

ANNEXURE-I

SUPPLY OF CONTRACT LABOURS FOR SPECIFIED JOBS RELATED TO CANTEEN/HOSTEL WORK, SPONSORED PROJECTS,
SHIFTING OF MATERIALS AND OTHER MISCELLANEOUS WORK AT CSIR-NML, JAMSHEDPUR AND ITS PREMISES

1. Cost of tender Rs 2000/-
2. Due date for tender _____
3. Opening time and date of tender _____
4. Name, address of firm/Agency and Telephone numbers. _____
5. Registration No. of the Firm/Agency _____
6. Name, Designation, Address & Tel. No. Of Authorized person of firm / Agency to deal with _____
7. Specify as to whether tenderer is sole proprietor/Partnership firm/ Company or any other establishment. _____
8. Name, Address, Telephone No. & e-mail of Directors/partners etc. be specified _____
9. Copy of PAN card issued by Income Tax Dept. & Copy of Assessment Year 2017-18 Income Tax Return _____
10. GST No. _____
11. Provident Fund Account No. _____
12. ESIC Number _____
13. Details of Bid Security deposited
(a) Amount : DD No. _____
(b) Date of issue _____
(c) Name of issuing Bank _____
14. Authorization/Power of Attorney _____
15. Any other information _____
16. Declaration by the bidder _____

Affix dully
Attested P.P. size
recent
photograph of
the authorized
representative of
the prospective
bidder

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder) Name and Address (With seal)

SCOPE OF WORK OF THE CONTRACT

I. FOR SUPPLY OF LABOUR FOR CANTEEN AND HOSTEL WORK

The Canteen/Hostel Work as a whole includes cooking of various kinds of food of North Indian, South Indian and Continental type and cleaning/washing the plates, cups, plates, utensils & crockery items, counter service, corridor service, room service for official lunches, tea, coffee, snacks, cold drinks, etc.

There will be shift duty for the workmen engaged in Hostel.

All the material required for Canteen/Hostel work will be provided by the laboratory.

II. FOR SUPPLY OF CONTRACT LABOURS FOR SPECIFIED JOBS RELATED TO CANTEEN/HOSTEL WORK, SPONSORED PROJECTS, SHIFTING OF MATERIALS AND OTHER MISCELLANEOUS WORK AT CSIR-NML, JAMSHEDPUR AND ITS PREMISES

Supply of Highly Skilled, Skilled, Semiskilled and Unskilled labour for specified duties jobs related to sponsored project work, loading and movement of materials etc.

The requirement of manpower under this head is not fixed and will vary and jobs may be as specified below or similar.

1. Cleaning of glass wares, bringing gas and connecting the gas, sample collection, cutting, machining, drilling of soft and hard steel sample.
2. Preparing of electrochemical expose cells for corrosion, welding, etc.
3. Belt polishing, micro polishing, etching mounting and bimensal measurement of boiler tubes test specimen and controlling of temperature and helping the time maintenance, greasing of creep machine electric motor, monitoring of strain reading during creep test, cleaning and maintaining of all sophisticated equipments of the division besides day-to-day other official work pertaining to all projects etc.
4. General assistance towards registration of patients, assisting in pathological test, preparing authorization letters for employees and pensioners, preparation of medicine requisition for pensioners, dressing of cuts and wounds, managing minor injury and burns etc.
5. To assist sample tagging, data collection etc.
6. For inventory maintenance and disposal of old scrap materials.
7. Loading and un-loading the creep machine at the time of testing, sweeping and mopping of dispensary, cleaning of toilets, assisting and washing of soiled pathological equipments etc .
8. Material handling under different projects (materials are handled multiple times, for crushing at several stages, grinding at several stages, processing of the same through different equipment/process routes, drying, sampling at every stages).
9. Assistance in machine operation, maintenance etc.

Any other provisions as advised by the CSIR-NML may be incorporated in the agreement. The same shall also be binding on the contractor.

Check List of Bid Documents

Sl. No.	Documents asked for	Page number at which document is placed
1.	Bid Security (EMD) of Rs. _____ (Rupees in words) in the form of DD issued by any scheduled commercial bank in favour of _____ valid for 90 days beyond the Tender validity period.	
2.	Recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name, address and office telephone numbers of Directors/Partners also.	
3.	PAN card issued by the Income Tax Department with copy of Income-Tax Return of the Assessment Year 2016-17, 2017-18 & 2018-19.	
4.	GST Registration Certificate No.	
5.	Valid Registration number of the firm/agency.	
6.	Valid Employee Provident Fund Registration number.	
7.	Valid ESIC Registration No.	
8.	Character Certificate in the form of an Affidavit on the stamp paper of Rs.100/- to the effect that the contractor/firm has not been blacklisted by any Govt.Semi Govt. Deptt./PSU/CSIR-Labs as also that there is no criminal case pending against the firm/contractor in any court of Law.	
9.	Proof of experiences of last five financial years Along with satisfactory job completion certificates from the concerned employers.	
10.	Banker's Certificate	
11.	A certificate declaring that the firm is not a middleman, agent nor intermediary. A certificate that no middleman, agent is involved.	
12.	The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.1, completed in preceding five years, which were similar in nature and complexity as in the present contract in a separate format.	
13.	Copy of audited balance sheet for the last three years.	

**Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.**

ANNEXURE-IV

SUPPLY OF CONTRACT LABOURS FOR SPECIFIED JOBS RELATED TO CANTEEN/HOSTEL WORK, SPONSORED PROJECTS SHIFTING OF MATERIALS AND OTHER MISCELLANEOUS WORK AT CSIR-NML, JAMSHEDPUR AND ITS PREMISES.

RATE SCHEDULE /PRICE BID

(Per Worker per day in Rs.)

Sl. No.	Particulars/Heads	Unskilled	Semi Skilled	Skilled	Highly Skilled
01.	Basic*	Rs.437.00	Rs.494.00	Rs. 579.00	Rs. 637.00
02.	VDA*	Rs. 29.00	Rs. 33.00	Rs.38.00	Rs. 42.00
03.	Total A	Rs. 466.00	Rs. 527.00	Rs. 617.00	Rs. 679.00
04.	ESI @ 4.75 %	Rs. 22.14	Rs. 25.03	Rs.29.31	Rs. 32.25
05.	EPF @ 13.61 %	Rs. 63.42	Rs. 71.72	Rs.83.97	Rs. 92.41
06.	Bonus @ 8.33 %	Rs.38.82	Rs.43.90	Rs. 51.40	Rs. 56.56
07.	Total B	Rs. 590.38	Rs.667.65	Rs. 781.68	Rs.860.22
08	Service Charges (Wokable) on B (Sl.No.7) @				
09.	Grand Total				
	Amount to be received by labour (Sl.No.-3+6-12%EPF)	Rs.448.90	Rs.507.66	Rs.594.36	Rs.654.08

*** Subject to revision as per the circulars of concerned ministry, Govt. of India.**

The bidder needs to mention only the % and amount of Service Charges at Sl.No.8 and also total amount at Sl.No.9 only. Service Charges only has to be same across all categories of workers.

1. GST as applicable is reimbursable
2. No other charges shall be taken into consideration

SIGNATURE OF THE TENDERER WITH DATE & SEAL

NAME AND ADDRESS OF THE TENDERER

CONTRACTOR'S BID
FORM OF CONTRACTOR'S BID (Covering Letter)

(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)

Description of Work: PROVIDING SUPPLY OF CONTRACT LABOURS FOR SPECIFIED JOBS RELATED TO CANTEEN/HOSTEL WORK, SPONSORED PROJECTS, SHIFTING OF MATERIALS AND OTHER MISCELLANEOUS WORK AT CSIR-NML, JAMSHEDPUR AND ITS PREMISES.

To
The Director,
CSIR-National Metallurgical
Laboratory, Jamshedpur - 831007

Sir,

Having examined the conditions of Contract and specification including addenda the receipt of which is hereby duly acknowledged, we, the undersigned offer to execute the Services described above in conformity with the Conditions of Contract and specification as per bid document for sum of the Bid for the Contract Price as mentioned in the Financial Bid or such other sums as may be ascertained in accordance with the Rate Schedule / Financial Bid attached herewith and made Part of Bid.

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you received. We undertake, if our Bid is accepted, to deliver and execute the work in accordance with the Work specified in scope of work.

If our Bid is accepted, we will furnish the Performance Security a sum equivalent to 10% of the annual value of the contract for the due performance of the Contract, in the form prescribed by the CSIR-NML.

We agree to abide by this Bid for a Period bid validity from the date fixed for Bid opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this bid complies with the Bid validity and Bid Security required by the bidding Document.

Yours faithfully
(Authorized Signatory)

Name & Title of Signatory-----

Name of Bidder-----

Address-----

Annexure VI

Supply of contract labours for specified jobs related to canteen/hostel work, sponsored projects, shifting of materials and other miscellaneous work at CSIR-NML, Jamshedpur and its premises.

(Details of Experience in last five years)

Sl. No.	Name of the Deptt./ Organisation & Name of contact Person with Ph. No.	Period		No. of Staff deployed	Brief Description of Services Provided	Contract Value
		From	To			

Use a separate piece of paper if necessary.

Please attach copies of completion certificates as proof.

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