



HRDC.

मानव संसाधन विकास केंद्र
(वैज्ञानिक तथा औद्योगिक विकास केंद्र)
सैक्टर 19, सेंट्रल गवर्नमेंट एंक्लेव, कमला नेहरू नगर
गाज़ियाबाद - 201 002 (UP), India
फोन : 0120- 2789882, 2789274, Tele fax : 0120-2788939
(EPBAX) 0120- 2789877,2788937
E-mail :head@csirhrdc.res.in

सं. 4-54/2016-सामा

दिनांक 14.12.2018

विषय: मानव संसाधन विकास केंद्र,गाज़ियाबाद मे कांट्रैक्ट पर मैनुपावर को सप्लाई के लिए ई-टेंडर।

मानव संसाधन विकास केंद्र,गाज़ियाबाद मे एक वर्ष के लिए कांट्रैक्ट पर मैनुपावर को सप्लाई के लिए योग्य bidders से दो bid सिस्टम (तकनीकी एवं वित्तीय) के तहत ऑनलाइन बीड आमंत्रित की जाती है

विषय सूची

| सेक्शन | शीर्षक | पृष्ठ |
|--------|---|-------|
| I | एनआईटी | 1-6 |
| II | विस्तृत नियम व शर्तें | 7-9 |
| III | तकनीकी बीड का विवरण | 10-11 |
| IV | संलग्नक A- तकनीकी आवश्यकताओं के लिए डाटा शीट | 12-13 |
| V | संलग्नक -B प्रोफॉर्मा फॉर विघटन प्रमाणपत्र | 14 |
| VI | संलग्नक-C प्रोफॉर्मा फॉर नजदीकी relative के undertaking | 15 |
| VII | वित्तीय बिन्दु के लिए निर्देश | 16 |
| VIII | Annexure-D वित्तीय बीड | 17 |
| IX | प्रोफॉर्मा फॉर परफॉर्मेस सर्टिफिकेट | 18 |
| X | एग्रीमेंट का फ़ारमैट | 19-23 |
| XI | टेंडर की स्वीकृति का सर्टिफिकेट | 24 |

प्रमुख,
मानव संसाधन विकास केंद्र,
गाज़ियाबाद – 201 002



मानव संसाधन विकास केंद्र
(वैज्ञानिक तथा औद्योगिक विकास केंद्र)
सैक्टर 19, सेंट्रल गवर्नमेंट एंक्लेव, कमला नेहरू नगर
गाज़ियाबाद - 201 002 (UP), India
फोन : 0120- 2789882, 2789274, Tele fax : 0120-2788939
(EPBAX) 0120- 2789877,2788937
E-mail : head@csirhrdc.res.in

सं. 4-54/2016-सामा

दिनांक 14.12.2018

मानव संसाधन विकास केंद्र, गाज़ियाबाद में कांट्रैक्ट पर मैनुपावर को सप्लाई के लिए एनआईटी के साथ टेंडर विवरण

नीचे दी गई जानकारी के अनुसार 15 नंबर की जनशक्ति प्रदान करने के लिए लगभग 12 महीने की अवधि के लिए अनुबंध के पुरस्कार के लिए संविदात्मक जनशक्ति की आपूर्ति के लिए दो बोली प्रणाली (तकनीकी और वित्तीय) के तहत ऑनलाइन बोलियां आमंत्रित की जाती हैं (जो इस कार्यालय की आवश्यकताओं के अनुसार बढ़ सकती है या घट सकती है) सीएसआईआर-मानव संसाधन विकास केंद्र, सैक्टर - 19, कमला नेहरू नगर, गाज़ियाबाद - 201002 प्रतिष्ठित एजेंसियों से अनुबंध श्रम (विनियमन और उन्मूलन अधिनियम, 1 9 70) के प्रावधान के तहत वैध श्रम लाइसेंस धारण करने और ईएसआईसी, ईपीएफ और सामान के साथ पंजीकृत और सेवा कर प्राधिकरण।।

| क्रम संख्या | संविदात्मक जनशक्ति का विवरण | अनुमानित संख्या |
|-------------|-----------------------------|---|
| 1 | स्नातक | 06(01 संख्या आईटी में योग्यता के साथ) |
| 2 | कुशल | 08(01 संख्या लाइब्रेरी साइन्स में योग्यता के साथ , 01 संख्या अतिथि और होटल में योग्यता ,01 संख्या ड्राइवर बस विद valid ड्राइविंग license) |
| 3 | अकुशल | 01 |

| क्रम संख्या | कार्य की प्रकृति | ईएमडी | कांट्रैक्ट की अवधि | अनुबंध की अनुमानित वार्षिक लागत |
|-------------|---|-------------|--------------------|---------------------------------|
| 1 | कांट्रैक्ट फॉर प्रोविडिंग- स्नातक ,कुशल,अकुशल | रु..72000/- | 12 माह | रु.. 36 लाख |

1. ई-टेंडर विवरण

| | |
|---------------|-----------------------------------|
| टेंडर संख्या | 4-54/2016-सामा |
| संस्था का नाम | सीएसआईआर-मानव संसाधन विकास केंद्र |

| | |
|--|---|
| पब्लिशिंग दिनांक | 14.12.2018 |
| डॉक्यूमेंट download | 14.12.2018 |
| बीड submission प्रारम्भ दिनांक | 14.12.2018 |
| बीड को सबमिट करने के लिए अंतिम तिथि और समय | 27. 12.2018 at 14:00 hrs. |
| तकनीकी बीडो को खोलने की तिथि और समय | 28.12.2018 at 15:00 hrs. |
| वित्तीय बीड को खोलने की तिथि | तकनीकी बोली योग्यता प्राप्त करने वाले सफल बोलीदाता को बाद में सूचित किया जाएगा |
| संचार के लिए पता | सीएसआईआर-मानव संसाधन विकास केंद्र, गाज़ियाबाद – 201 002 Tel. # 0120-2789274 ईमेल: head@csirhrdc.res.in वेबसाइट: https://etenders.gov.in www.csirhrdc.res.in |

1. ई-टेंडर डालने के इच्छुक bidder टेंडर को [https:// etenders.gov.in/eprocure/app](https://etenders.gov.in/eprocure/app) एवं www.csirhrdc.res.in से टेंडर का विस्तृत विवरण नियम एवं शर्त के साथ डौनलोड कर सकते हैं तथापि रुपए 24000/- की राशि डिमांड ड्राफ्ट के रूप में जो की किसी भी राष्ट्रीयकृत बैंक का हो एवं एचआरडीसी गाज़ियाबाद के पक्ष में देय हो, बीड खुलने की समय एवं तारीख के पहले मानव संसाधन विकास केंद्र ,कमला नेहरू नगर गाज़ियाबाद में पहुँच जाना चाहिए (MSME एवं सेंट्रल परचेज organisation के केस में exempted है)
2. कोई भी इससे संबन्धित प्रश्न ई-मेल/दूरभाष पर (ऑन वर्किंग days) 14:00 -1500 hrs के बीच पूछा जा सकता है।
3. केवल वह एजेंसिया ही निविदा जमा करे जिनके पास सभी आवश्यक दस्तावेज हैं और वह दस्तावेज etenders.gov.in पर अपलोड होना चाहिए और वह पढ़ने योग्य होना चाहिए।
4. सभी मायनों में पूर्ण टेंडर को नियत समय एवं तिथि पर [https:// etenders.gov.in/eprocure/app](https://etenders.gov.in/eprocure/app) पर जमा कर दिया जाना चाहिए। भाग-III में bidders को दिये गये विशेष निदेशानुसार ही टेंडर सबमिट करना चाहिए। दस्ती टेंडर स्वीकार नहीं किए जायेंगे।

प्रमुख,
मानव संसाधन विकास केंद्र,
गाज़ियाबाद



HUMAN RESOURCE DEVELOPMENT CENTRE
(Council of Scientific & Industrial Research)
Sector 19, Central Govt. Enclave, Kamla Nehru Nagar
GHAZIABAD - 201 002 (UP), India
Phone : 0120- 2789882, 2789274, Tele fax : 0120-2788939
(EPBAX) 0120- 2789877,2788937

No. 4-54/2016-Gen

Dated: 14/12/2018

Sub: E-Tender for supply of contractual manpower at CSIR- Human Resource Development Centre, Ghaziabad-201002.

Online Bids from eligible bidders are invited under two bid system (Technical & Financial) **from a reputed agency holding valid labour licence** for supply of contractual manpower for approximately twelve months at CSIR-Human Resource Development Centre, Sec-19, Kamla Nehru Nagar, Ghaziabad - 201002.

Table of Contents

| Section | Title | Pages |
|---------|---|-------|
| I | NIT | 1-6 |
| II | Detailed Terms & Conditions | 7-9 |
| III | Details of Technical Bid | 10-11 |
| IV | Annexure A- Data Sheet for Technical Requirements | 12-13 |
| V | Annexure-B Proforma for No Deviation Certificate | 14 |
| VI | Annexure-C Proforma for undertaking regarding near relative | 15 |
| VII | Instructions for Financial Bid | 16 |
| VIII | Annexure-D Financial Bid | 17 |
| IX | Proforma for Performance Certificate | 18 |
| X | Format for Agreement | 19-23 |
| XI | Certificate of acceptance of Terms & Conditions of Tender | 24 |

Head,
Human Resource Development Centre,
Ghaziabad – 201 002



HRDC

**HUMAN RESOURCE DEVELOPMENT CENTRE
(Council of Scientific & Industrial Research)**

Sector 19, Central Govt. Enclave, Kamla Nehru Nagar

GHAZIABAD - 201 002 (UP), India

Phone : 0120- 2789882, 2789274, Tele fax : 0120-2788939

(EPBAX) 0120- 2789877,2788937

E-mail :head@csirhrdc.res.in

No. 4-54/2016-Gen

Dated: 14/12/2018

**NOTICE INVITING TENDER WITH TENDER SCHEDULE FOR SUPPLY OF CONTRACTUAL
MANPOWER AT CSIR –HUMAN RESOURCE DEVELOPMENT CENTRE, GHAZIABAD -
201002.**

Online Bids are invited under two bid system (Technical & Financial) for supply of contractual manpower for award of contract for a period of approximately 12 months to provide 15 number of manpower as detailed below (which may increase or decrease as per the requirements of this office) at CSIR-Human Resource Development Centre, Sec-19, Kamla Nehru Nagar, Ghaziabad - 201002 from reputed agencies holding valid labour license under the provision of Contract Labour (Regulation & Abolition Act,1970) and registered with ESIC,EPF and Goods & service tax Authorities.

| S.No | Details of contractual manpower | Approx No. |
|------|---------------------------------|---|
| 1 | Graduate | 06(01number with qualification in IT) |
| 2 | Skilled | 08(01 number with desirable qualification in Library Science, 01 number with Qualification &exp in area of Hospitality&Hotel Management,01no of Driver for office bus with valid driving license) |
| 3 | Unskilled | 01 |

| S.no | Nature of Work | EMD | Period of Contract | Estimated Annual Cost of work |
|------|---|------------|--------------------|-------------------------------|
| 1 | Contract for providing Manpower-Graduate, Skilled &unskilled. | Rs.72000/- | 12 Months | Rs. 36 Lakhs |

5. E-Tender Schedule

| | |
|--|---|
| E-Tender No. | 4-54/2016-Gen |
| Name of Organisation | CSIR- Human Resource Development Centre |
| Date of issue/publishing | 14.12.2018 |
| Document Download from | 14.12.2018 |
| Bid submission start date and time | 14.12.2018 |
| Bid submission End date and time | 27.12.2018 at 14:00 hrs. |
| Date and Time of Opening of Technical Bids | 27.12.2018 at 15:00 hrs. |
| Date of Opening of Financial bid | Will be intimated later to the succesful bidder who qualify technical bid |

| | |
|---------------------------|---|
| Address for Communication | CSIR-Human Resource Development Centre, Sec-19, Kamla Nehru Nagar, Ghaziabad – 201 002 Tel. # 0120-2789274 Email: head@csirhrdc.res.in Website: https://etenders.gov.in/eprocure/app www.csirhrdc.res.in |
|---------------------------|---|

6. Prospective bidders desirous of participating in this e-tender may view and download the tender document containing the details of required contractual manpower, details terms & conditions from the website <https://etenders.gov.in/eprocure/app> and www.csirhrdc.res.in. However, the EMD of Rs. 72000/-(Rupees Seventy Two Thousand only)in the form of DD from any Nationalised Bank drawn in favour of “HRDC” Payable at Ghaziabad must be sent to the HRDC, Sec-19, Kamla Nehru Nagar, Ghaziabad before the end of bid submission date and time of tender.(Exempted as per provisions of Govt/MSME/CSIR)
7. Quarries or any clarification required by any prospective bidders can be obtained personally/ E-mail/ Telephone between 14.00 to 15.00 Hours on working days.
8. Only those agencies are required to submit the tender who have all the requisite documents and that document must be uploaded on e tender site and that should be legible.
9. The tender complete in all respect must be submitted online at <https://etenders.gov.in/eprocure/app> by the date and time indicated in the schedule of Tender.

Head,
Human Resource Development Centre,
Ghaziabad – 201 002

A. DETAILED TERMS AND CONDITIONS

1. Online tenders are invited under two bid system (Technical and Financial) from the firms holding valid licence under Contract Labour (R&A) Act, 1970 and registered with ESIC, EPF and Goods and Service Tax Authorities for award of contract, for a period of approximately twelve months to provide about 15 number of manpower on contractual basis. in total (which may increase or decrease as per the actual requirements) of this office as under:

| Sl. no. | Details of contractual Manpower | Approx No. |
|---------|---------------------------------|--|
| 1 | Graduate | 06(01number with qualification in IT) |
| 2 | Skilled | 08(01 number with desirable qualification in Library Science, 01 number with w Qualification &exp.In area of Hospitality&Hotel Management,01 Driver for office bus with valid driving license) |
| 3 | Unskilled | 01 |

2. Tender should be submitted in two parts. Part – I(Technical Bid) should consist of all the technical details including the firm's previous experience, nature of work carried out, number of trained manpower provided for each work etc and other commercial points. Part-II(Financial Bid) should contain only the service charges. **However** EMD should be deposited offline in the form of a DD from a Nationalised Bank before the last date and time of submission in absence of which tender will be rejected .

The Financial bid of only those agencies will be considered, who qualify in the Technical bid and fulfill the Terms & Conditions.

3. The tenure of the contract will be for a period of twelve (12) months. However, the contract period may be extended by a maximum period of another one year on mutual agreement with existing terms & conditions subject to satisfactory performance of services.

Submission of EMD at 2% of the tender value (i.e. estimated cost of the work is approximately Rs. 36 lakhs), amounting to Rs72000/-is mandatory. The EMD is to be furnished only in the form of DD from any Nationalized bank drawn in favour of **HRDC, payable at Ghaziabad**. EMD in any other form including Cheque/Banker's Guarantee etc. will not be considered and hence will be rejected as invalid EMD. EMD submitted by unsuccessful/successful bidders will be returned after issuance of the contract / award letter and its acceptance by the successful bidder.Exemptions will be as per Govt./MSME/CSIR Rules.

4. For due performance of his obligations under the contract, during the contract period, the successful tenderer shall have to deposit performance security amounting to Rs. 2/- lakh in the form of Bank Guarantee /DD from any of the Nationalized Bank. In case of DD it will be in favour of the HRDC payable at Ghaziabad within 15 days of award of work. After successful completion of the contract, the security deposit will be refunded to the Contractor after adjusting dues, if any, payable to the CSIR-HRDC.

5. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left in between.

6. Canvassing in any form in connection with the tender is strictly prohibited. The agency resorting to canvassing will be liable for rejection on that ground alone.

7. The agency shall quote SERVICE CHARGE both in figures and words, failing which tender is liable to be rejected. On checking, if difference is found between the service charge rates quoted by the agency in words and in figures, the rate mentioned in words will be considered.
8. The persons deployed by the contractor under this contract shall be the employees of contractor for all intent and purposes and for future claim of wages etc. i.e. the persons so deployed shall remain under the control and supervision of the contractor. In no case, a relationship of employer and employee between the said persons and the CSIR-HRDC shall accrue/arise implicitly or explicitly.
9. Tenderer shall also intimate the name (s) of near relatives anywhere posted in CSIR & its Sister Laboratories.
10. A person shall be deemed to be a relative of another if, and only if, (a) they are members of a Hindu undivided family; (b) they are husband & wife or (c) the one is related to the other in the following manner: Father, Mother (including step mother), son (including step son), Son's son, Son's wife, Son's daughter, Brother (including step brother), Brother's wife, Sister (including step sister) and Sister's husband.
11. The tender submitted shall remain valid for a period of 90 days from the date of opening for the purpose of acceptance and award of work. Extension of validity beyond 90 days shall be by the mutual consent.
12. The Earnest Money will be forfeited if the contractor fails to commence the work as per the award letter.
13. Failure to fulfill any of the conditions by the tenderer, as given above, shall render the tender liable for rejection.
14. The tenderer must have annual financial turnover of not less than **Rs 1 Crore** during the last 3 years i.e 2015-16,2016-17,2017-18 ending on 31st March of financial year which shall be duly certified by a Chartered Accountant.
15. **The deployed manpower must wear proper uniform and Badges displaying their names alongwith I-Card issued by Contractor. The two sets of uniform and other needed materials will be provided by the contractor at his own cost.** This will be ensured by supervisor deployed by contractor. If any contractual employee will be found indisciplined, the same ought to be removed immediately. They should maintain personal hygiene and should behave politely and be amenable to discipline.
16. The contractor should submit requisite certificates before deployment of requisite manpower.
- 17.If deployed manpower is a close relative of CSIR/HRDC employee or its sister laboratory/institute, the contractor should obtain and furnish details of their relative i.e name, designation and place of posting.
- 18.If in the opinion of the CSIR-HRDC, the performance of any of the persons deployed is not satisfactory or if he/she is not amenable to discipline or their behavior is not conducive to retain them for the work/duty, such workers shall be replaced immediately by the Contractor and suitable persons will be deployed.
- 19.The number of skilled, semi-skilled, un-skilled and graduate manpower will be purely on need basis. Therefore the number of Contract workers may be increased or decreased as per the actual requirements. CSIR-HRDC will be under no obligation to engage any specific number of Contractor's workers during the period of contract.
- 20.For evaluation of bids under this contract, the lowest tenderer (L-1) will be decided keeping in view the component of profit margin in the form of Service Charges quoted by the prospective bidders, as the Contractor is liable to pay minimum wages (as fixed by Central Government or State Government, whichever is higher) plus the Statutory taxes / dues like ESIC, EPF, Goods and Service Tax etc as cost component.

21. In Financial Bids, the service charges must be quoted otherwise the quotation will be rejected outrightly.

22. As cost components like minimum Wages, ESIC, EPF, Goods and Service Tax etc. are constant in view of Govt. Rates / regulations, this contract will be finalized on the basis of **least Service Charges quoted by the tenderer**. In case, the Service Charges quoted by two or more agencies are equal, L1 will be decided by considering the highest no. of completed valid works, as described at SI. No.5 in Annexure – A (Data Sheet for Technical Requirements), as submitted by the bidders in a separate sheet. In case, L-1 cannot be decided at this stage as per the above criterion, the total contract amount of all the completed valid works done by bidders in the last 3 financial years, shall be considered and the bidder having highest total amount, will be considered as the L-1 for the purpose of award of work. Accordingly, bidder will enclose details of all contracts of value qualification as mentioned at para 1 of B i.e. **Details of Technical Bid**.

23. Conditions of payment will be as under:

- (i) The Contractor will submit the pre-receipted bills in triplicate, on monthly basis, after satisfactory completion of the work which is duly certified by Officers of the Institute. Thereafter the bill will be processed for payment.
- (ii) All bills should be submitted on printed forms, duly signed and pre-receipted.
- (iii) TDS/Income Tax/GST-TDS and other statutory levies, as applicable from time to time, will be deducted from the bills of the Contractor.
- (iv) In case of any delay in processing of the bills on account of contractor's fault, the contractor would be required to ensure the payment to his worker's latest by 7th day of every month. There shall be no linkage between payment to his workers and settlement of the contractor's bill from the CSIR-HRDC under such circumstances.
- (v) E-Payment will be paid to the contractor. The Contractor will be required to furnish all relevant details of his Bank Account to facilitate e-payment [i.e. ECS – Electronic Clearance System / National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS) / Net Banking] by creating the payment directly to the account of Contractor.
- (vi) GST amount will be reimbursed on production of challans.

24. The Contractor will be required to start the work within seven days from the date of award of the work. In case, the work is not started within seven days from the award of the work, CSIR-HRDC at its sole discretion may cancel the work order. In such situations, the EMD and Security Deposit shall be fortified without any further reference to the Contractor.

25. No correspondence will be done regarding any document/issue for qualifying the Technical Bid/Financial Bid.

26. The contractor who will qualify financial bid has to provide following details alongwith required self attested certificates (and original certificates as well for checking) Only after that final award is effective:

- (i) List of ---- nos. of manpower to be deployed in format given as under:

| Sl No. | Name of manpower | Date of birth | Father's name | Copy of Police verification (provisional or original) | Qualification |
|--------|------------------|---------------|---------------|---|---------------|
| | | | | | |

27. Head, CSIR-HRDC is not bound to accept the lowest or any tender and reserves the right to accept or reject the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rates.

B. DETAILS OF TECHNICAL BID

Technical details should be provided in the prescribed format given in Annexure “A”, which should inter alia contain the details as given below:

1. ATTESTED COPY OF WORK DONE / PERFORMANCE CERTIFICATES

The tenderer should furnish the proof of similar work experience in Govt. /Semi Govt. /Autonomous Bodies/PSUs. Work done / Performance Certificate for having successfully executed/completed following works during the last 3 financial years:

- I. Two similar completed work costing not less than the amount equal to 60% of the estimated cost.
- OR
- II. One similar completed work of 80% of estimated cost.

“Similar work” means execution of **providing Manpower – Skilled, Semi-Skilled, Un-skilled & Graduate**. Work done / Performance Certificates from the clients must mention the details of work executed, the date of commencement and the date of completion of work.

1. TOTAL AWARD VALUE OF CONTRACT

The tenderer should furnish total award value of contract which have been completed during last three financial year (2015-16, 2016-17 & 2017-18) and this should be certified by chartered accountant.

2. STAFF AND OFFICE DETAILS

The Tenderer should furnish all the details such as staff strength, qualification & experience of his supervisory staff, office address for correspondence and contact numbers etc.

3. EARNEST MONEY

An Earnest Money Deposit of 2% of the tendered value amounting to **Rs72000/-** is to be furnished along with tender document in the form of DD from any Nationalized bank drawn in favour of HRDC and payable at Ghaziabad

4. ANNUAL FINANCIAL TURNOVER

The tenderer must have annual financial turnover during last 3 years(i.e.2015-16,2016-1,2017-18) ending 31st March of the previous financial year for not less than **Rs. 01 crore** in each financial year, shall be duly certified by a Chartered Accountant.

5. CONTRACTOR MUST SUBMIT SELF ATTESTED COPIES OF THE FOLLOWING DOCUMENTS

- (i) PAN and TAN Number
- (ii) Goods and Service Tax Registration
- (iii) EPF Registration
- (iv) ESIC Registration
- (v) Firm/Company Registration
- (vi) Income Tax Return for the last three years
- (vii) Affidavit towards deposit of contribution of EPF, ESIC, (2015-16,2016-17,2017-18) etc. in respect of workers engaged by the Agency and not declared defaulter during the last three years.
- (viii) Copy of registration certificate under Contract Labour (Regulation and Abolition Act), 1970 for the similar completed valid work for which experience certificate has been submitted as per point 16 of AnnexureA
- (ix) Each page of the entire tender document should be duly signed and stamped by the tenderer

6. LABOUR LICENCE

Attested copy of valid Labour Licence issued by the appropriate authority under Contract Labour Act for the works completed by the contractor and for which he/she has submitted experience certificate as mentioned at para (1) of B. i.e. **Details of Technical Bid.**

DATA SHEET FOR TECHNICAL REQUIREMENTS

| S.N o. | Particulars | Fill in the details |
|-----------|---|---|
| 1. | Name of Firm/Tenderer/Company (in block letters) | |
| 2. | Year of incorporation / establishment of the Firm/Company | |
| 3. | Full Postal Address: Telephone/Fax No./Email: | |
| 4. | Permanent Address & Telephone//Mobile | |
| 5. | Details of experience as mentioned at para (1) of B.i.e. Details of Technical Bid | [Attach as enclosure & refer here] |
| 6. | Total award value of contract which have been completed during last three financial year (2015-16, 2016-17 & 2017-18) and this should be certified by chartered accountant. | [Attach as enclosure & refer here] |
| 7. | Details of facilities / infrastructure available with the firm, persons employed, number of offices/branches (attached separate sheets, if required) | [Attach as enclosure & refer here] |
| 8. | Earnest Money Details– Amount, Bank Name & Branch, Draft No. and Date | [Attach as enclosure & refer here] |
| 9. | Copy of Annual Return of 2017-18,2016-17&2015-16 alongwith Challan form in r/o ESIC & EPF payment for his/her employees | [Attach as enclosure & refer here] |
| 10. | Proof of annual financial turnover from his/her firm's Chartered Accountant. | [Attach as enclosure & refer here] |
| 11. | An affidavit duly certified by a Notary that the partners of the firm or sole Proprietor or Company has never been terminated /cancelled/ /blacklisted before the expiry of the contract period/not involved in any Police case or indicted by Hon'ble Court. His/her contract has never been terminated /cancelled before expiry of the contract period /blacklisted by any lab of CSIR. | [Attach as enclosure & refer here] |
| 12. | Latest Income Tax Returns(with TAN/PAN No.) (last three years) 2017-18,2016-17&2015-16 (enclose photo copies) | [Attach as enclosure & refer here] 1. Income Tax _____ 2. GST _____ 3. TAN _____ 4. PAN _____ |
| 13. | Details of Firm / Company Registration (with date) obtained from various concerned authorities | [Attach as enclosure & refer here] |
| 14. | Details of E.S.I.C. Registration with Date | [Attach as enclosure & refer here] |

| | | |
|-----|--|------------------------------------|
| 15. | Details of E.P.F. Registration with Date | [Attach as enclosure & refer here] |
| 16. | Copy of registration certificate under Contract Labour (Regulation and Abolition Act), 1970 for the similar completed valid work for which experience certificate has been submitted as per point 5 of Annexure A. | [Attach as enclosure & refer here] |
| 17. | Audited Balance sheet and Profit/Loss A/c for the last 3 years (enclose photo copies) | [Attach as enclosure & refer here] |
| 18. | No Deviation Certificate & No Relation certificate (copy enclosed at Annexure B& C) | [Attach as enclosure & refer here] |
| 19. | Proforma for providing Performance Certificate | Annexure- |

Place:

Signature of Tenderer and add/Signature Seal

Date:

Annexure-B

Proforma for No Deviation certificate

To

Head,
CSIR-HRDC,
Ghaziabad

Sub: - No Deviation Certificate

Sir/Madam,

With reference to CSIR-HRDC Tender document inviting quotations for providing manpower on contractual basis, under the two bid system, we hereby enclose the rate quotation in the prescribed proforma in two bid system i.e. (Technical & Financial).

We read all the terms & conditions of the tender documents and state that we accept them as such fully.

It is also certified that the offer submitted has no deviation from the terms & conditions of the tender document.

Yours faithfully

Firm Name
Prop. Name & Signature

Attest this document & submit it on Company Letter Head.

Proforma for Undertaking regarding close relative

To

Head,
CSIR-HRDC,
Ghaziabad.

Sub:- Undertaking regarding close relative

Sir/Madam,

With Reference to CSIR-HRDC tender document inviting quotations for providing manpower on contractual basis, this is to undertake that no close relative is posted anywhere in CSIR Hqrs., New Delhi & its Sister Laboratories.

Thanking You,

Yours faithfully

Firm Name

Prop. Name & Signature

Attest this document & submit it on Company Letter Head.

D.INSTRUCTIONS FOR FINANCIAL BID

1. Financial Bids will be opened only of those Firms/agencies who fulfill conditions for qualifying Technical Bids.
2. Financial (Price) bid should be submitted in the format given at Annexure-“D”.

ANNEXURE D

FINANCIAL BID

CSIR-HUMAN RESOURCE DEVELOPMENT CENTRE, KAMLA NEHRU NAGAR
GHAZIABAD-201002

Format for Financial Bid

| | |
|--|--------------|
| Name and Address of the Firm | |
| Service Charge per person as % of on Minimum wages based on Govt. rate | (In figures) |
| | (In words) |

I will claim Minimum wages, EPF, ESIC and Goods and Service Tax for contractual manpower as per Govt. approved rate.

Rates for extra duty hours will be as per the minimum wages Act Rule 25 (Central) Rules 1950

Signature of the contractor
with date and Rubber Stamp

FULL NAME

SEAL

Date:

PROFORMA FOR PERFORMANCE CERTIFICATE

| | | Details of Supply of Manpower to different Organisations during the last three years(2015-16,2016-17,2017-18) | | | | |
|-------|---|--|---|--|--------------------------|-----------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| S.No. | Name of the firm who has applied for the tender | Name of the Organisation where service has been provided | Cost of the contract, as mentioned in Performance Certificate | Whether Performance Certificate provided by the organisation | Duration of the Contract | Remarks, if any |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

. * supporting documents to be enclosed in respect of Column No.2-6.

Signature of Tenderer with stamp

Name:

Position / Designation:

Address:

Tel. No.

E. FORMAT OF CONTRACT AGREEMENT

“CONTRACT AGREEMENT FOR PROVIDING MANPOWER –

| S.No | Details of contractual manpower | Approx No. |
|------|---------------------------------|---|
| 1 | Graduate | 06(01number with qualification in IT) |
| 2 | Skilled | 08(01 number with desirable qualification in Library Science, 01 number with Qualification &exp in area of Hospitality&Hotel Management,01no of Driver for office bus with valid driving license) |
| 3 | Unskilled | 01 |

This AGREEMENT made on this-----day of----- between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act and having its office at “Anusandhan Bhawan”, Rafi Marg, New Delhi, which is desirous of giving “Contract for Providing Manpower – Skilled, Semi-skilled, Un-skilled at CSIR-HRDC, Ghaziabad which is a constituent unit of CSIR located at sector-19,Kamla Nehru Nagar which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

AND

M/s. -----(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 is desirous of giving Contract for Providing Manpower – Skilled, Semi-skilled, Un-skilled& Graduate at CSIR-HRDC, Ghaziabad and whereas the Contractor has offered to provide Skilled, Semi-skilled, Unskilled workers 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 there to 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-HRDC. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act/provisions.

WHEREAS CSIR-HRDC has agreed to award the contract for providing manpower (hereinafter mentioned as work assigned), details of which are given at Annexure-D of Financial Bid.

AND WHEREAS the contractor has agreed to furnish to the HRDC a security deposit of Rs.---05 Lakhs only----- (Rupees—five lakhs only----) by way of Bank Guarantee of Fixed Deposit Receipt.or DD in favour of HRDC payable at Ghaziabad.

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

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 for future claim of wages etc.
2. That the persons so deployed shall remain under the control and supervision of the contractor. In no case, a relationship of employer and employee between the said persons and the CSIR-HRDC shall accrue/ arise implicitly or explicitly.
3. 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 the Head, CSIR-HRDC, Ghaziabad or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Head, CSIR-HRDC, Ghaziabad for further streamlining the system. The contractor shall be further bound by and carry out the directions/instructions given to him by the Head, CSIR-HRDC in this respect from time to time.
4. That in case any of the person(s) so deployed by the contractor do not come up to the mark or do not perform duties properly or commit misconduct or indulge in any unlawful activity or disorderly conduct the contractor shall immediately withdraw and take suitable actions against such persons in this respect on the report of CSIR-HRDC, Ghaziabad. Further the contractor shall immediately replace such particular persons on the demand of concerned officer in case of any of the aforesaid misconduct on the part of said persons.

B. CONTRACTOR'S OBLIGATIONS

1. That the contractor shall carefully and diligently perform the work assigned to him by the Officers of CSIR-HRDC.
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 while performing of their duties
3. That the contractor shall submit details, such as, names, parentage, residential address, age, and attested copies of certificates etc., of the persons deployed by him in the premises of CSIR-HRDC for the purpose of proper identification of 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 the premises or while on duty.
4. 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-HRDC.
5. That the Contractor shall be solely responsible for any violation of provisions of the labour laws or any other statutory provisions and shall further keep CSIR-HRDC indemnified from all acts of omission, fault breaches and/or claim, demand; loss; injury and expenses arising out from the non compliance of aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/ or under the said Acts, rules / regulations and / or any by-laws or rules framed under or any of these, the CSIR-HRDC 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.
6. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-HRDC 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.

7. 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.
8. That the contractor shall make the payment of wages, etc. to the persons deployed under this contract in the presence of representative of CSIR-HRDC and shall on demand furnish copies of wages register/ muster roll /online payment receipt etc to the CSIR-HRDC for having paid all the dues to the persons deployed by him for 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-HRDC in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complies 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.
9. 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 shall 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 filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability in this regard reimburse the Head, CSIR-HRDC, Ghaziabad
10. The Contractor will make payment to his workers on monthly basis. However, if any worker has not continued his service and has not worked for one full month, the payment will be made to him on per day basis for the number of days he has worked.
11. The contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees deployed and will also ensure preservation of peace and protection of persons and property of CSIR-HRDC.
12. That the contractor shall submit the proof of having deposited the amount of ESIC and EPF contributions towards all the persons deployed by him at CSIR-HRDC in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount towards ESI and EPF contributions will be withheld till the submission of required documents.
13. That the contractor shall ensure that the manpower deployed by the contractor should maintain personal hygiene and should behave politely and be amenable to discipline
14. The contractor should submit requisite computer course/experience certificate before deployment of highly skilled and skilled manpower.
15. 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-HRDC. He shall ensure that no such persons shall create any disruption/hindrance/problem of any nature in CSIR-HRDC, either explicitly or implicitly.
16. The security money will be refunded to the Contractor, upon satisfactory performance of the contract, within one month of the expiry of the contract.

17. The security money 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 CSIR-HRDC on account of the failure or negligence of the workers deployed by him or in the event of breach of agreement by the Contractor.
18. That the Contractor shall keep CSIR-HRDC 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-HRDC is made a party and is supposed to contest the case, the CSIR-HRDC 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-HRDC on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR-HRDC in this respect or of any nature whatsoever and shall keep CSIR-HRDC indemnified in this respect.
19. The Contractor shall further keep the CSIR-HRDC indemnified against any loss to its property and assets. The CSIR-HRDC 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-HRDC'S OBLIGATIONS

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid on monthly basis. In this regard, the Contractor will raise his bill by 3rd day of every month which will be duly certified by the officers designated by CSIR-HRDC. CSIR-HRDC will process the bill so raised and make payment to the Contractor latest by 10th day of the month. Contractor will pay the wages to his manpower deployed in CSIR-HRDC latest by 7th day of each month. The contractor would be required to ensure the payment of its workers by 7th of every month and there should be no linkage between this payment and settlement of the contractor's bill by CSIR-HRDC.
2. That the aforesaid billed amount (subject to certification and submission of related documents etc.) has been agreed to be paid to the contractor by CSIR-HRDC.
3. The payment towards enhancement / escalation of wages on account of their revisions declared by the Government (Central Govt. or State Govt., whichever is higher), from time to time during the period of contract shall be payable by the CSIR.-HRDC
4. That the CSIR-HRDC shall reimburse the amount of Goods and Service Tax, if any, paid by the contractor to the authorities on account of the services rendered by him. However, such reimbursements shall be admissible on production of proof of deposit of the same by 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 (i) may be terminated, (ii) the security deposit may be forfeited, and (iii) the work may be got done from any other agency at Contractor's risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any default or if his services are not found to the entire satisfaction of officers authorized by the Head, CSIR-HRDC, a penalty, leading to a deduction of up to a maximum of 10% of the total amount of the bill for a particular month, will be levied.

E COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f.----- and shall remain in force for 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 contract period as stated above
- b) By giving one month notice by CSIR-HRDC on account of:
 - i. Committing breach by the contractor of any of the terms and conditions of this agreement.
 - ii. Assigning the work or any part thereof to any sub-contractor by the contractor without written permission of the CSIR-HRDC, Ghaziabad.
- c) On contractor being declared insolvent by the competent Court of Law. During the notice period for termination of the contract, under the situations / conditions, as contemplated above, the contractor will continue to discharge his duties as before till the expiry of notice period.
- d) 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 the notice period or till such time a decision is arrived at.

F. ARBITRATION

1. In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration appointed by Director General, CSIR or his nominee.
2. The award of the Arbitrator shall be final and binding on 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 going out arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage where it was left by his predecessor or start afresh as the case may be required.
3. The Arbitrator may give interim award(s) and/or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made thereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause. The fee of the Arbitrator shall be shared 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 CSIR-HRDC

TENDER ACCEPTANCE LETTER
(To be given on Company's Letter Head)

Date.....

To,
The Head
CSIR-Human Resource Development Centre,
Sector-19,Kamla Nehru Nagar,
Ghaziabad-201002

Sub: Acceptance of Terms & conditions of Tender;

e-Tender Reference No.....

Name of work.....

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned work from the website(s) namely:e-tendering portal <http://etenders.gov.in/eprocure/app> as per your advertisement,given in the above mentioned website(s).
2. I/we hereby certify that we have read the entire terms&conditions of the tender documents which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum (s) issued from time to time by your Department /Organisation,if any toohas also been taken into consideration,while submitting this acceptance letter
- 4.I/we hereby declare that our firm has not been blacklisted/debarred by any Government Department/Public Sector undertaking
5. I/we hereby unconditionally accept the tender conditions of above mentioned tender document (s)/corrigendum(s) in its totally /entirety
6. I/we certify that all information furnished by our firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated,then you were department/Organisation shall without giving any notice or reason therfore or summarily reject the bid or terminate the contract without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Signature of tenderer with seal

