

**CSIR-CENTRAL FOOD TECHNOLOGICAL RESEARCH INSTITUTE**

निविदा दस्तावेज़  
**TENDER DOCUMENT**

**ANNUAL CONTRACT FOR SUPPLY  
OF MANPOWER FOR LABORATORY  
AND SUPPORT SERVICES AT CSIR-  
CFTRI, MYSURU.**

**NIT No. FT/20(11)/E-VII/2020**

**SO-E.VII**

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**0821-2510775**

**No. FT/20(11)/E-VII/2020**

**27.11.2020**

**TENDER DOCUMENT**

FOR

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LABORATORY AND SUPPORT SERVICES AT CSIR-CFTRI,  
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**महत्वपूर्ण दिन एवं समय / CRITICAL DATES AND TIME**

क्रम सं. Sl. No.	विवरण / Particulars	दिनांक Date	समय Time
1.	Publication Date	27/11/2020	6:30 PM
2.	Bid Submission Start Date	28/11/2020	10 AM
3.	Bid Submission End Date	12/12/2020	6:30 PM
4.	Last date & time of submission of original Demand Drafts/Bankers cheque against the EMD at CSIR-CFTRI, Mysuru	14/12/2020	1 PM
5.	Technical Bid opening date (Cover – I)	14/12/2020	2 PM
6.	Financial Bid opening date (Cover — II)	To be intimated later	

**Note: 1) CSIR-CFTRI may at its discretion, extend/change the schedule of any activity and intimate the CONTRACTORS.**

**2) In case the date of opening of tenders is declared a Govt. Holiday then the date of opening of the tender will be the next working day at the same time.**

**NOTICE INVITING eTENDER**

Online Tenders are invited on behalf of the Director, CSIR-CFTRI, Mysuru for “Supply of Manpower for Laboratory and Support Services at CSIR-CFTRI, Mysuru” through <https://etenders.gov.in> under Two Bid System (Technical Bid and Financial Bid) from renowned, experienced, well established and registered CONTRACTORS/Agencies. They should be registered with Central/State Labour Dept. and possess a valid Labour license under the provisions of Contract Labour (Regulation and Abolition Act), 1970 for providing Manpower Services, registered with ESIC, EPF and GST Authorities and having executed (*Started and completed*) similar works satisfactorily during the last five financial years (From 1<sup>st</sup> April 2015 to 31<sup>st</sup> March 2020) **either in CSIR, Govt. Depts., Semi Govt. Depts., Autonomous Bodies and PSUs with requisite experience as stipulated in the eligibility criteria.** The details of the services to be provided are as follows:-

Sl. No.	Name of work	Quantity	Estimated Cost Per Annum	EMD (₹)	Duration
1.	Annual Contract for “Supply of Manpower for Laboratory and Support Services at CSIR-CFTRI, Mysuru”	100-115 persons	<b>₹2.69 Crores</b>	<b>₹5,38,000/-</b>	<b>One year,</b> with a provision for extension for one more year, subject to satisfactory performance

This tender is invited through electronic tendering process and can be downloaded from the Central Public Procurement Portal (CPPP) <https://etenders.gov.in>. A copy of the tender notice is also available on CSIR-CFTRI website <https://www.cftri.res.in> (for reference only). Please note that the submission of the tender is only through the Central Public Procurement Portal (CPPP) <https://etenders.gov.in>.

Any addendum or Corrigendum pertaining to tender will be uploaded on our website and eprocurement portal. Bidder has to refer to our website and eprocurement portal for addendum or corrigendum if any, before submitting the Technical Bid / Price Bid.

Contractors are requested to go through FAQs and help files available in the CPP portal. In case of any difficulty, contractors may contact the help desk numbers and email IDs provided in the CPP Portal.

Earnest Money Deposit (EMD) of **₹5,38,000/-** (Rupees Five lakhs thirty eight thousand only) will be required to be paid in the form of Demand Draft/Bankers cheque from Scheduled/Nationalized Banks in favour of “The Director, CSIR-CFTRI” payable at “Mysuru” and the scanned copy of the same should be uploaded during the submission of Tender duly signed digitally. EMD must be valid for minimum 90 days from the date of publication of the tender.

Since the bid is to be submitted online, the Original EMD should be sent by post to reach this office before bid submission end time or put in the tender box kept in the AO’s Conference Room of CSIR-CFTRI, Mysuru. Tenders submitted without EMD and incomplete tenders will be summarily rejected. CSIR-CFTRI will not be responsible for any postal delay.

MSME/NSIC Registered firms shall be granted exemption for EMD only. The MSME/NSIC units claiming exemption of EMD should enclose valid MSME/NSIC Registration certificate obtained for manpower services, failing which bid will be rejected.

- Director, CSIR-CFTRI reserves the right to reject any or all the tenders or to accept them in part or to reject lowest tender without assigning any reason whatsoever. Director, CSIR-CFTRI also reserves the right to call off tender process at any stage without assigning any reason.

- Director, CSIR-CFTRI reserves the right to reject agencies whose performance at completed/ongoing project(s) is/was below par and unusually poor and has been issued letter of restrain/Temporary/Permanent debar by any Department.
- Director, CSIR-CFTRI reserves the right to verify the credentials submitted by the firm at any stage (before or after the award of work). If at any stage, any information/documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then CSIR-CFTRI shall take action as per CSIR-CFTRI guidelines.
- Proven track record of the CONTRACTOR will be one of the important criteria for award of contract and merely quoting lowest rates will not confer the right to claim the award of contract. The CONTRACTOR should be of high repute and should not have any adverse track record.

Sd/-

**ADMINISTRATIVE OFFICER**

## GENERAL INSTRUCTIONS TO CONTRACTORS

1. Contractors are advised to study the tender document carefully and understand all the Terms & Conditions therein. Submission of the bid shall be deemed to have been done after careful study and examination of all instructions, eligibility, forms, terms and requirement specified in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected.
2. The prospective contractors may satisfy themselves about the requirements by visiting the CSIR-CFTRI on any working day (Monday to Friday) between 9.30 a.m. and 4.00 p.m. before submitting their tenders.
3. The CONTRACTOR shall obtain the necessary license under the Contract Labour (Regulation and Abolition) Act 1970 from the competent authority immediately on award of contract.
4. The CONTRACTOR must ensure that service charge quoted should be reasonable and justifiable and should take into consideration various aspects such as deduction of Income tax and GST at source, issue of uniform and ID cards, installation of Biometric system, deployment of their own supervisor(s) responsible for effective control over the manpower deployed at CSIR-CFTRI etc.. If the service charges is found unrealistic or unreasonable, the tender is liable to be rejected. The service charges should not be less than or equal to 2.00% (Two percent) and be restricted to two decimals.

The interested CONTRACTOR may submit their tender complete in all respects along with Earnest Money Deposit (EMD) online in CPP Portal.



**Eligibility criteria for participation in the tender:**

**The CONTRACTOR must have:**

1. Valid Establishment Registration Certificate. (Proprietorship/Partnership/Company/Co-operative Society etc)
2. Valid Registration Certificate with Labour Commissioner / Licensing Officer in Central /State Government for Manpower Services.
3. Copy of Contract Labour License issued by Labour Commissioner State/Central for any previous contract for manpower services in the last five financial years.
4. Full Fledged Head Office/Branch Office located at Mysuru.
5. EPF, ESIC and GST Registration.
6. Permanent Account Number (PAN).

**7. Work Experience as follows:**

**The CONTRACTOR must have carried out (started & completed) atleast:**

- a. One similar completed work with ANNUAL CONTRACT VALUE not less than the amount equal to ₹2,15,20,000/- i.e. 80% of the estimated cost**

**OR**

- b. Two similar completed works each having ANNUAL CONTRACT VALUE not less than the amount equal to ₹1,61,40,000/- i.e. 60% of the estimated cost**

**OR**

- c. Three similar completed works each having ANNUAL CONTRACT VALUE not less than the amount equal to ₹1,07,60,000/- i.e. 40% of the estimated cost**

within the last five financial years (**From 1<sup>st</sup> April 2015 to 31<sup>st</sup> March 2020**) either in **CSIR, Govt. Depts., Semi Govt. Depts., PSUs and Autonomous Bodies** (Phase/Part completion of work shall not be considered for satisfactory completion of work for the purpose of experience). In case the contract prevailed for duration of more than one year, the average value of work done in a year may be worked out accordingly. The contract for duration of less than one year shall not be considered.

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‘Similar work’ means execution of exclusive Manpower Contract for Laboratory and Support Services. Work orders clubbed with Security services will not be considered. Copies of work orders and work completion certificates should be exclusively for the work mentioned in the NIT and have to be uploaded in the Technical Bid.

The Work Experience certificate should invariably contain the details of work executed, contract value per annum, Total value of the Contract, Date of commencement and completion of the work, details of client, Signature and seal of the authorized person issuing the certificate. Any misleading and vague information in this regard, if furnished, may result in the rejection of the tender. The CONTRACTOR should furnish details in Annexure ‘I’ of the Tender Document and certified by Chartered Accountant.

8. Current Bank Solvency Certificate of an amount not less than Rs. 25.00 Lakhs issued by a Nationalised/Scheduled Bank not earlier than six months from the date of issue of tender.

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Following 02 (Two) Covers shall be submitted by the CONTRACTOR:

**Technical Bid (Part- I) should contain the following in a separate envelope**

1. Valid Establishment Registration Certificate of the CONTRACTOR.  
(Proprietorship/Partnership/Company/Co-operative Society etc)
2. Valid Registration Certificate with Labour Commissioner / Licensing Officer in Central/State Government for Manpower Services.
3. Copy of Contract Labour License issued by Labour Commissioner State/Central for any previous contract for manpower services in the last five financial years.
4. EMD for **₹5,38,000/-** in the form of DD/Banker's cheque from a Nationalised/Scheduled Bank.
5. Address proof of Full Fledged Head Office/Branch office located in Mysuru in the name of firm.
6. Goods & Service Tax (GST) Registration.
7. Employees Provident Fund (EPF) Registration.
8. Employees State Insurance Corporation (ESIC) Registration.
9. Permanent Account Number (PAN).
10. Valid MSME/NSIC Registration Certificate for getting EMD Exemption if any.
11. Copies of Income Tax returns for the last 03 (Three) financial years.
12. Copies of Balance sheet for the last 03 (Three) financial years.
13. Details of works executed for manpower services during the last 05 (Five) Financial Years in Annexure I and Satisfactory Work completion certificates along with work orders.
14. Certificate from Chartered Accountant for work experience of the CONTRACTOR (Annexure – II).
15. Current Solvency Certificate of an amount not less than Rs. 25.00 Lakhs issued by a Nationalized/Scheduled Bank issued not earlier than 06 months from the date of NIT.
16. Tender Acceptance letter as per Annexure-III.
17. Affidavit on stamp paper of Rs. 200/- value as per Annexure-IV.
18. Declaration of Relationship as per Annexure V.
19. Undertaking of the CONTRACTOR as per Annexure VI.

20. Bank Account details of the CONTRACTOR as per ANNEXURE-VII.

Note: 1) CONTRACTORS are required to submit the original copies of all the documents uploaded by them in the Technical Bid whenever asked by CSIR-CFTRI. After verifying the original documents with the uploaded documents, the same shall be returned to the CONTRACTOR. If any information uploaded by the CONTRACTOR during the time of Technical bid, mismatch with the original document or not available in original document, the CONTRACTOR shall be liable to be debarred from tendering/taking up of work in CSIR-CFTRI.

2) If any information furnished by the CONTRACTOR is found incorrect at a later stage also, he/she shall be liable to be debarred from tendering/taking up of work in CSIR-CFTRI. The department reserves the right to verify the particulars furnished by the applicant independently.

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### **Financial Bid (Cover-II)**

The CONTRACTOR shall fill the price schedule as follows:

1. CONTRACTORS are requested to submit the Financial Bid in the format provided (Excel File) and no other format is acceptable. CONTRACTORS are required to download the BoQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the Contractor etc..) No other cells should be changed. Once the details have been completed, the CONTRACTOR should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the CONTRACTOR, the bid will be rejected. It may be noted that only duly submitted bids shall be evaluated and bids just saved but not submitted shall not be part of the evaluation process.
2. All bids shall remain **valid for 90 days** from the date of bid opening. A bid valid for a shorter period shall be rejected by CSIR-CFTRI as non-responsive. In exceptional circumstances, CSIR-CFTRI may request the CONTRACTOR to extend the period of validity.
3. If any CONTRACTOR withdraws his bid within the validity period or makes any modification in the terms and conditions of the bid which are not acceptable to CSIR-CFTRI, then CSIR-CFTRI shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money of the CONTRACTOR.
4. **Service charges should be quoted only as percentage on Basic wages plus VDA which should not be  $\leq$  to 2.00% (less than or equal to Two percent) and decimal points should be in two digits only.** This obligation is imposed on the CONTRACTOR to ensure that he is fulfilling all his commitments including deployment of supervisors, issue of uniform, statutory payments etc.. as elucidated in the NIT.

Service charges quoted in the BOQ are applicable only on Basic Wages + VDA. Other Statutory charges viz., EPF, ESI, Bonus and GST will be reimbursed as per Govt. rules and regulations on actual basis.

- 6. L1 will be decided by the lowest service charges quoted by the CONTRACTOR. In case service charges quoted by two or more agencies are equal, L1 will be decided by considering the average of total turnover of the CONTRACTOR in manpower services contracts (excluding security services) in Govt. Depts./Semi Govt. Depts./PSUs/Autonomous bodies during the last five financial years (from 2015-16 to 2019-20) as furnished by the CONTRACTOR at ANNEXURE-I and duly certified by the Chartered Accountant at ANNEXURE I & II.**
7. The Financial Bid (Cover No. II) shall be opened only for those CONTRACTORS who qualify the Technical Bid (Cover No. I).

#### FORMATS AND SIGNING OF BID

- i. The CONTRACTORS shall digitally sign & encrypt their bids and upload the bids with all documents online at e-Tendering portal.
- ii. The e-bid submitted shall be in a properly readable form and encrypted as per CPP Portal requirements. Standard Printed terms and conditions of the CONTRACTOR other than the NIT conditions shall not be considered. Any such bids received with CONTRACTOR terms and conditions shall be liable for rejection.

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## SCOPE OF WORK

- 1) The Contractor will provide the Manpower for Laboratory and Support Services at CSIR-CFTRI, as and when required by CSIR-CFTRI. The actual no. of contract manpower required will be intimated at the time of award of the contract. The number may increase or decrease depending upon work requirement.
- 2) The guidelines for providing various manpower services as explained by the competent authority/Authorised Officer will be the scope of work.
- 3) The Contractor has to deploy the workers on all regular working days **(5 days per week)** of CSIR-CFTRI. **In case, need arises on holidays, the contractor should supply manpower as and when requisitioned by CSIR-CFTRI.**
- 4) The workers of CONTRACTOR should observe holidays notified by the Labour Department under the Contract Labour (Regulation & Abolition) Act.
- 5) The workers deployed by the CONTRACTOR shall be present in the premises and carry out duty for entire eight hours excluding lunch time as assigned by competent authority/Authorised Officer.

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## **I. DEFINITIONS**

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to except where the context otherwise requires:

Contract shall mean the notice inviting the Tender and entire tender document, the tender and acceptance thereof and the formal agreement executed between CSIR-CFTRI and the CONTRACTOR together with the documents referred to therein including these conditions with appendices and special conditions, rates and amounts and schedules of rates including all revisions, additions and deletions. **NIT, Entire Tender document, price bid etc. will form part of the contract.**

## **II. SUB-CONTRACTING**

The CONTRACTOR shall not be allowed to sub-contract any part of the Contract. In case of sub-contracting the contract shall be terminated with immediate effect and security deposit will be forfeited.

## **III. PERIOD OF CONTRACT**

The Contract shall be for a period of one year with provision for further extension subject to the satisfactory performance of services and compliance of “terms and conditions of the agreement entered into by the CONTRACTOR”.

## **IV. GENERAL TERMS AND CONDITIONS:**

### **1. Registration/execution of the agreement:**

The successful CONTRACTOR shall be required to execute an agreement in the format approved and supplied by CSIR-CFTRI on stamp papers of appropriate value notarised with the recognised notary, within 15 days from the date of work order.



## **2. Earnest Money Deposit:**

- a. A sum of **₹5,38,000/-** should be submitted as Earnest Money Deposit (EMD) along with the Technical Bid in the form of Demand Draft/Bankers Cheque valid for 90 days from a nationalized/scheduled bank drawn in favour of Director, CSIR-CFTRI payable at Mysuru.
- b. Original EMD without interest shall be returned to the unsuccessful CONTRACTORS after finalization of the contract.
- c. In case the CONTRACTOR i) withdraws/modifies/amends, impairs or derogates from the tender during the period of bid validity, or (ii) fail or refuse to execute the Contract, or (iii) fail or refuse to furnish the Performance Security, EMD will be liable to be forfeited and will automatically be suspended from being eligible for bidding in any contract in CSIR-CFTRI for the period of time as decided by the Competent Authority.
- d. MSME/NSIC Registered firms shall be granted exemption for EMD only. The MSME/NSIC units claiming exemption of EMD should submit valid MSME/NSIC Registration Certificate. The certificate shall clearly indicate the monetary limit and shall be valid as on due date of the tender. Also it should cover the work tendered to get EMD exemption.

## **3. Security Deposit:**

The successful CONTRACTOR shall be required to deposit security amount to the tune of **10% of the Annual Contract value** in the form of Fixed Deposit receipt/Bank Guarantee in favour of Director, CSIR-CFTRI issued from any Nationalised Bank at his own cost. The Security Deposit/Performance Guarantee should remain valid for a period of six months beyond the date of completion of the contract period to ensure fulfillment of all contractual obligations by the firm, including settlement of PF claims of all the contract

workers. No interest shall be payable by the Authority on the amount of S.D/P.G so held. The CONTRACTOR will forfeit fully or partly the S.D/P.G in the event of failure on the part of the CONTRACTOR to execute the contract or observations of all or any of the terms & conditions. The decision of CSIR-CFTRI, Mysuru in this regard shall be final & binding. In case the contract is further extended beyond the initial period, the Performance Guarantee will have to be accordingly renewed/extended by the successful CONTRACTOR for the revised value.

#### **4. Revocation of Security Deposit/Bank Guarantee:**

The Director, CSIR-CFTRI shall have absolute rights and powers for the revocation of said security deposit, in case of breach of any clause of this Contract without any prior notice and no claim whatsoever on this account shall be entertained.

#### **5. Commencement of Work:**

The CONTRACTOR is required to commence the work with effect from the date mentioned in the issue of the award letter. In the event of failure, Director, CSIR-CFTRI may terminate the contract and EMD made by him shall be forfeited. However on written application, Director, CSIR-CFTRI may condone the delay in case he finds that the reasons given by the CONTRACTOR is convincing.

#### **6. Deployment of the Contract workers:**

- i. The list of all contract workers deployed in the CSIR-CFTRI, containing their residential address, age, educational qualifications shall be submitted to this office at the commencement of the Contract. The CONTRACTOR will further intimate any subsequent change about their particulars from time to time.

- ii. The personnel employed by the CONTRACTOR shall be above 18 years and below 55 years of age and well disciplined and must be medically and technically fit and skilled enough to carry out the specified job.
- iii. The CONTRACTOR shall be responsible for the suitability, medical fitness and police verification of the character and antecedents of the personnel engaged by it for deployment at CSIR-CFTRI.
- iv. The CONTRACTOR shall ensure that any replacement of the personnel, as required by CSIR-CFTRI for any reason specified or otherwise, shall be effected promptly without any additional cost to CSIR-CFTRI. If the CONTRACTOR wishes to replace any of the personnel, the same shall be done with prior concurrence of CSIR-CFTRI at CONTRACTOR's own cost.
- v. As and when CSIR-CFTRI requires additional strength on temporary or emergent basis, the CONTRACTOR will depute such personnel under the same terms and conditions. Similarly, if the contract personnel deployed by the CONTRACTOR any time are found absent from duty or found engaged in irregular activities, CSIR-CFTRI shall ask for replacement and deduct the requisite amount at the pro-rata rates from the bill of the CONTRACTOR, besides imposition of penalty for non-observance of the terms of contract.
- vi. The CONTRACTOR should provide adequate relievers to meet leave/sickness etc. for deployment at CSIR-CFTRI. The number of contract workers may increase/decrease depending upon the requirement as envisaged by the Director, CSIR-CFTRI.
- vii. The antecedents of the contract workers deployed shall be got verified by the CONTRACTOR from local police authority and an undertaking in this regard to be submitted to the CSIR-CFTRI and CSIR-CFTRI shall ensure that the CONTRACTOR complies with the provisions.

- viii. The CONTRACTOR shall be solely responsible for all the accidents or injuries to the contract workers employed by him. All liabilities arising out of accident or death while on duty shall be borne by the CONTRACTOR. CSIR-CFTRI shall not be liable for any disability claims/compensation due to such accident/injury/death.
- ix. The CONTRACTOR shall ensure that its personnel shall not divulge or make known any trust, accounts matter or transactions undertaken or handled by the CSIR-CFTRI and shall not disclose any information about the affairs of CSIR-CFTRI.

**7. Formulation of mechanism and monthly duty/assignment chart:**

On taking over the responsibility of providing the aforesaid services, the CONTRACTOR shall formulate the mechanism and monthly duty assignment chart for circulation in all the areas of their deployment in the CSIR-CFTRI for the approval of the Director, CSIR-CFTRI/Officer nominated by him. He will visit CSIR-CFTRI in order to interact with the Concerned authorities for ensuring the effective arrangement at his level and keep on reviewing his arrangements from time to time and take additional measures, if any, required to be taken to further streamline the said arrangements. The CONTRACTOR as well as the personnel deployed by him on duty shall be duly bound to carry out the directions/instructions given to him by the Director, CSIR-CFTRI / Administrative Officer and any other officer authorized to do so by the Director, CSIR-CFTRI from time to time. Any dereliction from such obligation shall be considered as breach of the terms of the Contract.

**Biometric Attendance:** The CONTRACTOR has to take biometric attendance from all the contract workers engaged by him on all working days without fail and the same has to be submitted to the office for getting reimbursement of the monthly bills once it is operational. Until then the manual attendance should taken daily.

#### **8. Determination of quality of work/services:**

The decision of the Director, CSIR-CFTRI with regard to the determining of quality of work/services provided by the CONTRACTOR, shall be final and acceptable to the CONTRACTOR. The CONTRACTOR shall, therefore, rectify the defects so pointed out without any extra payment. The Director, CSIR-CFTRI shall also reserve the rights to get the work/services so rejected done/replaced at his level at the risk and cost of the CONTRACTOR, after giving him a notice in writing, and the expenditure incurred on this count shall be recovered from the bills of the CONTRACTOR or any other outstanding dues or by revocation of any or all parts of the security deposit as he may think proper.

#### **9. Identification:**

For the purpose of proper identification of the personnel of the CONTRACTOR deployed at various points, the CONTRACTOR shall himself issue them the IDENTITY CARDS at his own cost prior to the deployment and they shall be duty bound to display the identity cards at the time of duty.

#### **10. Uniform:**

The CONTRACTOR should provide **Two sets** of good quality uniform, cap etc.. per annum and other protective garments to all the essential workers as decided by the competent authority/Authorised Officer at **his own cost**, immediately on award of the contract.

#### **11. Supervisory Control:**

The CONTRACTOR shall deploy supervisory staff who should present himself at the site for supervision and execution of the work during working hours at no cost to CSIR-CFTRI. The name, age, qualification etc., of the supervisor so deployed should be intimated to CSIR-CFTRI in writing.

He should be responsible for daily marking of attendance of all his contract workers, supervision during execution of the work and reporting to CSIR-CFTRI authorities on daily basis. The supervisor should be well versed with labour laws and have thorough related knowledge.

The persons so deployed shall be under the overall control and supervision of the Supervisor/CONTRACTOR. The CONTRACTOR shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed.

The CONTRACTOR shall arrange for the maintenance of registers and forms as are found necessary for efficient performance of the work assigned. A duty register indicating the names of the Contract workers on duty should be available for inspection by authorised officials of CSIR-CFTRI at all times.

## **12. Surprise Check:**

The Director, CSIR-CFTRI or any other officer so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the CONTRACTOR in order to ensure that the required number of persons is deployed and that they are doing their duties properly. In case, any person so deployed by the CONTRACTOR does not come up to the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the CONTRACTOR shall take suitable action against such employees. In case of any complaint/defect pointed out by the authorized officer of the CSIR-CFTRI, the CONTRACTOR shall immediately replace the person so deployed. Also the CONTRACTOR himself or through his field officer shall carry out periodical/ surprise checks of the contract workers deployed by them at CSIR-CFTRI.

**13. Relationship between the employer and personnel:**

The persons deployed by the CONTRACTOR for the work shall be his employees for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said persons and the CSIR-CFTRI, either implicitly or explicitly.

**14. Medical Examination and verification of antecedents:**

The CONTRACTOR will ensure that employees are medically fit and free from communicable diseases. The CONTRACTOR shall ensure that the antecedents of the persons are verified by the civil police /appropriate authority and shall provide their Bio-data sheets consisting of photograph, finger prints and ID details (Aadhar copy etc.) with full details of permanent and temporary address, prior to their deployment.

**15. Raising of Bills:**

In order to ensure timely payment of wages to the personnel, the monthly wage bills shall be raised by the CONTRACTOR in the requisite format in vogue on the basis of Biometric attendance and original attendance-cum-work performance report got signed by the Officer so authorized by the competent authority for the purpose by 12<sup>th</sup> of each month positively. All the statutory documents viz., Bank statement, wage sheet, ESI, EPF and GST remitted by separate challans for manpower engaged in CSIR-CFTRI should be enclosed with the bills. The above remittances should not be clubbed with the remittance made towards manpower engaged in other organisations.

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- CFTRI from the CONTRACTOR.

#### **16. Payment of wages:**

The CONTRACTOR will be responsible for making the payment to his workers directly to their respective bank accounts on or before 7th of each month from his own sources and wage slips should be issued to every personnel. Subsequently the bill should be raised along with bank details and other statutory payments challans/receipts by separate challans for CSIR-CFTRI and submit the same for reimbursement.

The CONTRACTOR shall ensure that all the contract workers get minimum wages as fixed by the Chief Labour Commissioner (Central) from time to time. The CONTRACTOR shall ensure that the wages etc. paid to his employees so deployed are in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the rules made there under.

#### **17. EPF/ESI/BONUS/Minimum wages:**

The CONTRACTOR shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, Minimum Wages Act, ESI Act, EPF Act, Shops and Establishment Act, Bonus Act, Contract Labour (Regulation and Abolition) Act, 1970 etc. as applicable and amended from time to time. The CONTRACTOR shall be responsible for deposit of employees' and Principal employer's share of statutory contribution towards ESI/EPF with the concerned department/authorities at his level vide a **separate e-challan** for all the persons deployed by him at CSIR-CFTRI and maintenance of such record as per rules. He will be required to submit a copy of Challan/abstract/statement of the amount deposited on account of the statutory contributions along with the bills for release of payment, failing which the payment of the bills of the following month will be withheld.



The payment will be released to him after deduction of income tax, GST-TDS or any other statutory dues, after the submission of Bank challan, wage sheets, ESI, EPF, GST Challans/statements etc. on the required formats, by 12<sup>th</sup> of the month. He will also arrange to continue to hold the old UAN allotted to contract workers and to open such EPF/ESI accounts for new workers deployed by him in CSIR-CFTRI. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its workers solely lies with the CONTRACTOR.

If the CONTRACTOR is operating his work from outside of Mysuru, he should have Branch office, EPF, ESI & GST sub-codes in Mysuru.

**18. GST:**

Online payments towards GST shall be made by the CONTRACTOR and can claim reimbursement of the same on submission of proof of remittance. GST for the bills of CSIR-CFTRI should be made by a separate e-challan.

**19. Tax Deducted at Source (TDS):**

Income tax as applicable and 2% GST shall be deducted from the bills of the CONTRACTOR at source or at the rates as applicable from time to time, in accordance with the prevailing Govt. notifications applicable in this regard.

**20. Other mandatory responsibilities of the CONTRACTOR:**

It is obligatory on the part of the CONTRACTOR to fulfil his commitments towards his employees so deployed by him under various Labour Laws. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this Contract shall be carried out by the CONTRACTOR at his own cost and the CONTRACTOR shall report the compliance thereof to the Director, CSIR-CFTRI or his nominee. The CONTRACTOR shall be solely responsible for violation of

any provisions of the said Act or any other Act. The CONTRACTOR shall issue employment cards containing terms and conditions of appointment to his employees to be deployed in the CSIR-CFTRI.

The workers of CONTRACTOR should observe holidays notified by the Labour Department under the Contract Labour (Regulation & Abolition) Act.

**21. Liability of the CONTRACTOR to indemnify:**

The CONTRACTOR shall keep the CSIR-CFTRI indemnified against any loss caused to the CSIR-CFTRI property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the CONTRACTOR. CONTRACTOR shall be responsible for payment of any loss caused to the property of the CSIR-CFTRI. In case, any employee of the CONTRACTOR so deployed enters into dispute of any nature whatsoever, it will be the sole responsibility of the CONTRACTOR concerned to contest the same. In case the CSIR-CFTRI is also to be made a party, the cost, if any of the actual expenses incurred towards counsel fee and other expenses shall be paid to the CSIR-CFTRI by the CONTRACTOR in advance or on demand. Further, the CONTRACTOR shall ensure that no financial or any other legal liability comes on the CSIR-CFTRI in this respect at any time for the acts done by the personnel of the CONTRACTOR.

**22. Deficiency in service/Disobedience by contract workers:**

In case of any deficiency in services or disobedience by the personnel so deployed by the CONTRACTOR, the Director, CSIR-CFTRI shall be at liberty to impose a penalty as may be deemed fit for each such lapse after giving an opportunity of being heard in person. The decision of the Director, CSIR-CFTRI shall be final and binding on the CONTRACTOR. The CSIR-CFTRI shall have further right to adjust, readjust, or deduct any of the amounts as aforesaid from the payment to be made to the CONTRACTOR under this Contract or out of the security deposits of the CONTRACTOR.

### **23. Termination of the Contract:**

The Contract may be terminated in the event of occurrence of any of the following contingencies:

- a) Without any prior notice on the expiry of the Contract period.
- b) In the event of the death of the CONTRACTOR, the Director, CSIR-CFTRI shall have the option of terminating the Contract without compensation.
- c) By giving **one month** advance notice by CSIR-CFTRI on account of:
  - i) Losses suffered by CSIR-CFTRI due to lapse on the part of the CONTRACTOR/his supervisors/workers.
  - ii) For committing breach of the contract of any of the terms and conditions of the contract.
  - iii) The CONTRACTOR consistently provides unsatisfactory services.
  - iv) On violation of any Labour laws as per the statutory provisions.
  - v) The CONTRACTOR is declared insolvent by any court of law.
  - vi) The CONTRACTOR assigns the Contract or any part thereof to any other person for subletting the whole or a part of the Contract.
  - vii) The CONTRACTOR is not interested to complete/continue the Contract.

“Provided that during the notice period for termination of the Contract, the CONTRACTOR shall continue to provide the services as before till the expiry of notice period.”

### **24. Removal of personnel on termination of Contract:**

It shall be the duty of the CONTRACTOR to remove all persons deployed by him on termination of the Contract and ensure that no person shall create any disruption/hindrance/problem of any nature to the CSIR-CFTRI.

## **25. Transfer of Liabilities:**

In the event of exigencies arising due to the death, infirmity, insolvency of the CONTRACTOR or for any other reasons or circumstances, liabilities of the Contract shall be borne by the following on such terms conditions, as the Director, CSIR-CFTRI may think proper in public interest:

- Legal heirs in case of sole proprietor.
- The surviving partners in the case of a firm, otherwise, the sole Proprietor shall reserve the right to settle the matter according to the circumstances of the case as he may think proper.

## **26. Jurisdiction:**

The courts at Mysuru only shall have the jurisdiction for the purpose of this agreement.

## **27. Arbitration:**

In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred **to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.**

Subject to the aforesaid provisions, the Arbitration & 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.

## **28. Responsibilities of CSIR-CFTRI**

- a) That in consideration of the services rendered by the Contractor as stated above, he shall be paid on monthly basis. Such payment shall be made on the receipt of the bills raised by the Contractor by 12<sup>th</sup> of the respective month positively along with statutory documents and duly certified by the officer designated by CSIR-CFTRI in this regard. 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 workers latest by 7<sup>th</sup> day of every month. There shall be no linkage between payment to his workers and settlement of the contractor's bill from CSIR-CFTRI under such circumstances.
- b) That payment of enhancement/escalation charges on account of revision of wages by the Chief Labour Commissioner (Central) from time to time shall be reimbursed by the CSIR-CFTRI to the CONTRACTOR.

The Director, CSIR-CFTRI in the public interest reserves all right to accept or reject any or all Tender without assigning any reason and also to impose/relax any term and conditions of the tender.

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**ANNEXURE-I**

**FORMAT FOR WORK EXPERIENCE DETAILS**

**(To be given on Firm's Letter Head neatly typed and certified by Chartered Accountant). Use additional sheets if needed.**

Experience details for manpower services (excluding security services) executed (started and completed) during the last five financial years from 1<sup>st</sup> April 2015 to 31<sup>st</sup> March 2020 (in Chronological order) either in CSIR, Govt. Depts./Semi-Govt. Depts./PSUs/Autonomous bodies. (Copies of work orders and satisfactory completion certificates have to be uploaded in the technical bid).

Sl. No.	Name and Address of the organization with contact nos.	Work Award letter Number and date	From	To	Annual Contract Value of the completed valid work	Total Contract value of the completed valid work
<b>GRAND TOTAL OF CONTRACT VALUE OF VALID COMPLETED WORKS FOR MANPOWER SERVICES IN THE LAST 05 (FIVE) FINANCIAL YEARS</b>						

**(Signature of the Chartered Accountant)**

**(Signature of the CONTRACTOR with seal)**

**Seal of the CA**

**ANNEXURE-II**

**Certificate to be issued by a Chartered Accountant**

I/We hereby certify from the examination of the accounts and other relevant records of the CONTRACTOR M/s. \_\_\_\_\_ that I/We have found the particulars of Work Experience furnished by the CONTRACTOR at ANNEXURE-I hereto to be correct according to the books and records maintained by the CONTRACTOR in the ordinary course of business.

**Signature of the Chartered Accountant**

**Name of the Firm**

**Registration No.**

**Date:**

**Place:**

**(Seal of the Chartered Accountant)**

**ANNEXURE-III**

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

Date:

To,

THE DIRECTOR,  
CSIR-CFTRI, MYSURU

**Sub: Acceptance of Terms & Conditions of Tender.**

Tender Reference No: 20(11)/E-VII/2020 dated 27/11/2020.

**Name of Tender / Work: ANNUAL CONTRACT FOR SUPPLY OF MANPOWER FOR LABORATORY AND SUPPORT SERVICES AT CSIR-CFTRI, MYSURU.**

Dear Sir,

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely <https://etenders.gov.in>.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. **01 to 37** (including all documents like annexure(s), schedule(s),etc .), 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/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety. **(The CONTRACTOR has to sign all the pages of the tender document and submit copy of the same).**
5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours Faithfully,

Signature of the CONTRACTOR with Seal



**ANNEXURE-IV**

**AFFIDAVIT**

**(To be executed by the CONTRACTOR on Rs. 200/- Stamp paper & attested by Public Notary)**

I/We state/declare that

- i. I/We are not involved in any litigation that may have any impact on the delivery of service, as required under this tender.
- ii. I/We are not black-listed by any Central/State Government/Autonomous Bodies/PSU's in India.
- iii. I/We do not have any complaint pending against us with any statutory body.
- iv. I/We have not furnished any false/wrong information at any stage and have not suppressed any fact.
- v. I/We certify that, we are remitting statutory dues/taxes regularly to ESIC/EPFO/Government and no default was made in this regard.
- vi. We further certify that no investigation by any regulatory is pending against us.

Yours faithfully,

(Signature of the CONTRACTOR)

Place\_\_\_\_\_

Name\_\_\_\_\_

Date\_\_\_\_\_

Designation\_\_\_\_\_

Address\_\_\_\_\_

Seal\_\_\_\_\_

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**No. FT/20(11)/E-VII/2020**

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**ANNEXURE-V**

**DECLARATION OF RELATIONSHIP**

I/We (Name)\_\_\_\_\_ who is working as CONTRACTOR/ Partner/ Sole Proprietor (**strike out word which is not applicable**) of the (Firm) name \_\_\_\_\_Address ..... do hereby solemnly affirm and declare that **NO** RELATIVE(S) is/are working in any CSIR Laboratories/Institute or CSIR-CFTRI, Mysuru.

**Signature of the CONTRACTOR with seal**

**[OR]**

I/We (Name)\_\_\_\_\_ who is working as CONTRACTOR/ Partner/ Sole Proprietor (strike out word which is not applicable) of the (Firm) do hereby solemnly affirm and declare that Sri/Smt/Dr....., Designation..... at CSIR-CFTRI, Mysuru or CSIR employee at ..... Laboratories/Institute located at ..... is my relative.

**Signature of the CONTRACTOR with seal**

**Relative(s) may be the following list person :**

[NOTE : A person shall be deemed to be a relative of another if, and only if,(a) they are members of a Hindu Undivided Family (HUF), or (b) they are husband and 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 wife, Daughter(including step daughter), Fathers Father, Son's son(s), Grandson's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's Wife, Sister (including step sister), Sister's husband.]

**ANNEXURE-VI**

**UNDERTAKING BY THE CONTRACTOR**

I/We hereby undertake that:

- Full manpower will be engaged on daily basis as per given schedule/instructions of CSIR-CFTRI.
- I/We have visited the site in order to evaluate the level of services to be rendered and quoted accordingly.
- I/We agree that two sets of good quality uniforms per year will be issued to the contract workers wherever it is essential as decided by Director or his nominee at my **OWN COST** before commencement of the work.
- I/We agree to pay minimum wages as per Minimum Wages Act, deposit necessary EPF, ESIC, GST, Professional tax with appropriate authorities as prescribed in the respective acts by separate challans for CSIR-CFTRI. Wages payment will be made on or before 7th day of every month based on Biometric attendance/Manual attendance of the contract workers.
- Substitute will be made available as and when required by the competent authority. Extra manpower if any called for will be provided on 24 hours' notice.
- Qualified, experienced Supervisors will be provided at my **own COST**.
- Identity Card in Form XIV of Minimum Wages Act will be issued to all the workers within 15 days of award of work and it will be replaced as and when required and a copy of the Identity Card of the contract workers deployed by me/us will be submitted to Competent Authority.
- I/We fully agree to the terms and conditions mentioned in the tender document.

Date:

Signature & Seal of the CONTRACTOR

Place:

**ANNEXURE VII**

**CONTRACTOR'S BANK ACCOUNT  
DETAILS AND ADDRESS ON FIRM'S LETTER HEAD**

Ref: No.:

Date:

The Director,  
CSIR – CFTRI  
Mysore – 570020

Dear Sir,

The following is the confirmation/updation of our/my bank account details and we /I hereby affirm that our/my choice to opt for payment through electronic mode for amounts due to me/us under various purchase orders/ contracts/other services provided. I understand that CSIR – CFTRI, Mysore, also reserve the right to send the payment due to us/me by Cheque/Demand Draft/Electronic mode or through banker.

**A. CONTRACTOR'S DETAILS**

01	CONTRACTOR'S Name	
02	Address (including pin code)	
03	Fax No/ E – mail ID	
04	PAN NUMBER	
05	GST NUMBER	
06	MOBILE Number	

SIGNATURE & SEAL OF THE CONTRACTOR

Contd.... on the reverse page

**B. PARTICULARS OF BANK ACCOUNT**

01	NAME OF THE BANK	
02	BRANCH NAME / BRANCH CODE	
03	BRANCH ADDRESS (including PIN Code)	
04	9 Digit MICR No. Of the bank/branch as appeared on the Cheque	
05	Account Type (Saving / Current / Cash Credit)	
06	Account Number (as appeared on Cheque Book)	
07	IFSC Code of the branch	

We/I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to the Director, CSIR – CFTRI, Mysore. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, we/ I shall not hold CSIR – CFTRI responsible. The online banking charges will be borne by me/us.

01. Bank details to be confirmed by the bankers. Such confirmation shall be duly signed by the bankers.
02. Please enclose a cancelled Cheque.

(SIGNATURE AND SEAL OF THE CONTRACTOR))