

Ref No.: CSIO/GS/01/2020

Price : Rs.1000.00

## TENDER DOCUMENT

# ANNUAL CONTRACT FOR HOUSE KEEPING, HORTICULTURE, CANTEEN AND GUEST HOUSE SERVICES

AT

**CSIR-CSIO, CHANDIGARH-160030**

DATE AND TIME FOR UPLOADING THE TENDER DOCUMENTS	:	10.09.2020 (1200 hrs.)
LAST DATE AND TIME FOR SUBMISSION OF TENDER DOCUMENT	:	23.09.2020 (upto 1500 hrs.)
DATE AND TIME OF OPENING OF TENDER	:	23.09.2020 (1530 hrs.)



**CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION**  
(Council of Scientific & Industrial Research)  
Sector-30 C, Chandigarh- 160030.



**CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION**  
**(Council of Scientific & Industrial Research)**  
 Sector 30-C, Chandigarh : 160 030

**Annual Contract for Housekeeping, Horticulture, Canteen and Guest  
 House Services at CSIR-CSIO, Chandigarh-160030**

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**Note**

Tenderer should confirm that they have received all the above documents. Earnest Money Deposit (EMD) amounting to Rs.438000/- (Rupees Four lakh and Thirty Eight thousand only) may be attached by way of Demand Draft in favour of **Director CSIR-CSIO, Chandigarh**, which will be refunded to all the bidders after award of contract.

**Controller of Administration**

## TENDER NOTICE



CSIR-CSIO

Advt. No. CSIO/GS/01/2020

### NOTICE INVITING TENDER

#### Annual Contract for Housekeeping, Horticulture, Canteen and Guest House Services at CSIR-CSIO, Chandigarh-160030

Sealed Tenders are invited for award of below cited contract from reputed agencies/contractors who are holding valid license under Contract Labour (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having GST registration and successfully carried out at least one similar nature of contract during the last 3 years in Govt./Semi-Govt./PSUs/Central Autonomous bodies and/or for CSIR or its Laboratories/Institutes as per details given below :-

Detailed Tender documents can be downloaded from the official website of CSIR-CSIO i.e. [www.csio.res.in](http://www.csio.res.in)

i)	Estimated Award Value	Rs.2,18,52,891.00
ii)	Earnest Money Deposit (to be attached by way of DD in favour of Director CSIR-CSIO, Chandigarh)	Rs.4,38,000.00 (To be refunded to all the bidders after award of contract)
iii)	Cost of Tender Document (to be attached by way of DD in favour of Director CSIR-CSIO, Chandigarh)	Rs.1,000.00 (non-refundable)
iv)	Date and Time of uploading of Tender Document on CSIO website	10.09.2020 (1200 hrs.)
v)	Last Date and Time for Submission of Tender	23.09.2020 (upto 1500 hrs.)
vi)	Date and Time for opening of Tender	23.09.2020 (1530 hrs.)

The Tenderer is advised to visit the work site at CSIR-CSIO, Sector-30C, Chandigarh on any working day to assess the nature and quantum of work before tendering.

For further details, detailed tender document, amendments, Corrigendum, extension of NIT or revision, please visit our website <http://csio.res.in>. The Director, CSIR-CSIO reserves the right to reject any or all tenders either in part or in full without assigning any reason.

(Controller of Administration)



**CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION  
(Council of Scientific & Industrial Research)  
Sector- 30 C, Chandigarh-160030**

**Annual Contract for Housekeeping, Horticulture, Canteen and Guest House Services  
at CSIR-CSIO, Chandigarh-160030**

**INSTRUCTION TO TENDERERS :**

Tender should be submitted in two parts. Part-I should consist of all the Technical details and documents as asked for and Part-II should contain only the Service Charges to be quoted by the Tenderer in the Price Bid format. The tenderer should sign and stamp all the pages of the tender document. Signed and sealed Part-I and Part-II should be kept in separate sealed covers. The cover for Part-I should be superscribed as **“Annual Contract for House Keeping, Horticulture, Canteen and Guest House Services at CSIR-CSIO, Chandigarh PART-I (Technical Bid)”** and the cover for Part-II should be super-scribed as **“Annual Contract for House Keeping, Horticulture, Canteen and Guest House Services at CSIR-CSIO, Chandigarh PART-II (Price Bid)”**. Two separate DDs for EMD and Tender Fee for the amount of Rs.438000.00 and Rs.1000.00 may be prepared in favour of Director CSIR-CSIO, Chandigarh and should be kept in a separate sealed cover super-scribed as **“EMD & Tender Fee”** and all the three envelops should be kept in a big single sealed cover envelope super-scribed as **“Annual Contract for House Keeping, Horticulture, Canteen and Guest House Services at CSIR-CSIO, Chandigarh-160030”**.

The Tenderer should read all **‘General Terms and Conditions’** annexed hereto. The Tenderer is advised to visit the work site at CSIR-CSIO, Sector-30C, Chandigarh on any working day to assess the nature and quantum of work before tendering. The Tenderer may submit their Tenders as stated above along with EMD of **Rs.4,38,000.00 and Tender Fee Rs.1000.00** in form of Demand Draft/Pay Order drawn in favour of **‘Director, CSIR-CSIO’** on or before the due date and time. The tenders will be opened on the same day at 1530 hrs in the presence of the bidders, if any.

Tenders received after due date/time or without EMD/Tender Fee shall be summarily rejected.

Director, CSIR-CSIO, Chandigarh reserves the right to accept or reject any or all the Tenders without assigning any reasons.

**SCOPE OF WORK :**

1. This is a comprehensive job contract and covers **all the buildings** including all rooms, floors, window panes, doors, toilets, common areas, laboratories, garden, lawns, road sides, signage, side walls, ceilings, walk ways, lift cars, granite stone wherever fixed, mopping of Corridors (thrice a day), staircases, sub-station area, toilets (four times a day) **Canteen** service, guest house service, **Library Area, Conference Halls, Auditorium Building, Dispensary, Staff Club, Hostel area** and the garden / lawns inside and outside such buildings. This also covers the approach roads (black top surface, red soil and other kachcha roads), brick paving, side beam, plinth protection around every building by removing dust, stones/ brick pieces, tree leaves, waste paper items, animal waste, dead animal etc. dusting of furniture and fixtures, office records, books, mopping of floors, cleaning of washing areas, glass panes / cleaning of terrace area, removing of cobwebs etc. Shifting of office materials, records, office furniture as and when required. Arranging beds / bed sheets, dusting of the furniture, etc. every day and other room services in the Guest House.
2. All tools, brooms, mops, buckets, brush, cloth, acids, cleaning powder, liquid soap, naphthalene balls, Odonil, tissue paper, phenyl, liquids for cleaning floors and toilets, or any other materials will be provided by the Institute.
3. The Bidders are requested to quote Service Charge for the work after inspecting the work areas and the manpower required for carrying out such activities.
4. The scope of work mentioned above is in brief and are provisional. These are liable to change and must be considered only as advance information to assist the bidder.
5. It is estimated that the total number of various categories of workers to be engaged for the contract will be approximately 81 [Skilled 02, Semi-skilled 15, Un-skilled 63 and Driver (Light 01)]. Number of manpower may be decreased or increased at any time by the Director, CSIR-CSIO. However, The Tenderer is advised to visit the work site at CSIR-CSIO, Sector-30C, Chandigarh on any working day to assess the nature and quantum of work before tendering.
6. The total number and the categories or types of manpower may vary from time to time. The Director, CSIR-CSIO is under no obligation to guarantee a certain number of manpower for or during the currency of the contract for any of the activities.

**PART-I (TECHNICAL BID) :**

1. Attested copy of certificate/license issued by the appropriate authority to run business
2. Proof of annual turnover

3. Status : Whether Proprietor/Firm/Company
4. Experience/Credential / Contract Completion Certificates
5. Copies of valid Labour License, Copies of EPF registration, ESIC registration, GST registration certificates.
6. Name and Address (with Phone Nos.) of the Clientele being served at present.
7. Latest audited balance sheet or financial statement indicating profit and loss account at least for the last 03 (Three) years OR latest Bank Solvency Certificate.
8. Copy of Income Tax Return for the last 03 years.
9. Satisfactory Completion Certificate of Contract issued by Govt./ Semi-Govt./PSUs/Central Autonomous bodies and/or for CSIR or its Laboratories / Institutes to Contractors / Agencies regarding execution of similar nature of work (single contract costing not less than the amount equal to 80% of the estimated cost or two contracts costing not less than the amount equal to 50% of the estimated cost or three contracts costing not less than the amount equal to 40% of the estimated cost during the last 5 years)

#### **PART-II (PRICE BID) :**

1. The Part-II envelope should contain only the Price Bid Format given in this Tender document.
2. **The Bidders are requested to quote minimum wages, service charge in percentage and other statutory liabilities in the prescribed form. Bid quoted below the minimum wages will stand outrightly rejected.**
3. The bidder quoting the lowest Service Charge will be taken into consideration in deciding the lowest bidder.
4. In case of a tie in Service Charge quoted between two or more bidders, the lowest bidder will be decided on the basis of **highest value contract/ credential** of the bidder which carried out similar nature of work during the last 05 years. Value of ongoing contracts shall not be taken into consideration.
5. The agency shall have to provide additional Skilled, un-skilled and semi-skilled, high-skilled manpower as and when necessary and at the same rate of Service Charge quoted during the period of contract.

## GENERAL TERMS AND CONDITIONS :

1. CSIR-Central Scientific Instruments Organisation, Chandigarh invites applications from reputed agencies holding valid license under the provision of Contract Labour (Regulation & Abolition) Act, 1970) for **“Annual Contract for House Keeping, Horticulture, Canteen and Guest House Services at CSIR-CSIO, Chandigarh-160030”**.
2. The contract will be initially for a period of one year which may be extended further for one year subject to satisfactory services and on mutual consent.
3. Similar Contract means providing unskilled, semi-skilled and skilled manpower for House Keeping, Horticulture, Canteen and Guest House Services or either for Housekeeping and Horticulture Services in Govt./Semi-Govt./PSUs/Central Autonomous bodies and/or for CSIR or its Laboratories/Institutes.
4. Contractors/Agencies who have carried out similar nature of work as a single contract costing not less than the amount equal to 80% of the estimated cost or two contracts costing not less than the amount equal to 50% of the estimated cost or three contracts costing not less than the amount equal to 40% of the estimated cost during the last 5 years, holding valid licence under Contract Labour (Regulation & Abolition) Act,1970, registered with EPFO, ESIC authorities, having GST registration and successfully carried out at least one similar nature of contract during the last 05 years in Govt./Semi-Govt./PSUs/Central Autonomous bodies and/or CSIR or its Laboratories/Institutes ending the date of tender opening are eligible.

The **“work completion certificate”** should mention the details of work executed, the date of commencement and date of completion of the work and the gross value of work done. Only contracts of 12 months and above or initial contract of 12 months and subsequent extensions shall be taken into consideration.

5. **Tender Documents along with detailed terms and conditions of the work can be downloaded from the official website of CSIR-CSIO i.e. [www.csio.res.in](http://www.csio.res.in) by the contractors fulfilling the above mentioned conditions.**
6. Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
7. The bidders shall not be permitted to tender for works in CSIR-CSIO in which his/her relative is posted in the grade between Controller of Administration and Junior Engineer (both inclusive). The bidders need to inform CSIR-CSIO the name(s) of the relative(s) who is/are employee(s) of this institute, if it is there.

Note: A person shall be deemed to be relative of another if, and only if, (a) they are members of a Hindu undivided family (b) they are husband and wife (c) the one is related to the other in the following manner : Father, mother (including step-mother), son (including step son), Son’s wife, Daughter (including step daughter), Father’s father, Son’s son’s wife, 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), Sisters Husband.

8. Earnest Money will be forfeited if the contractor fails to commence the work or carryout other formalities as per the LOI/award letter for the work.
9. If at any point of time it is found that the contractor has furnished false information, the Contract / Tender is liable to be cancelled.
10. **Except quoting the service charge in percentage only in Price-Bid format, the Tenderer should not write any condition or make any change, addition, alteration and modification in the printed form of tender.**
11. Mere submission of tender document by Firm/Agency does not mean that a firm/agency is technically qualified. The technical eligibility of the firm/agency will be decided by this institute after submission/scrutiny of Tender Document by the firm/agency.
12. The personnel of Contractor should observe only closed holidays in a calendar year irrespective of number of the holidays observed by the Institute as per the list given by the Institute from time to time. The closed holidays normally cover Republic Day, Independence Day, Gandhi Jayanti.
13. The Contractor shall be fully responsible for providing leave benefits, weekly offs, National & Festival holidays etc., to the personnel deployed. As and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.
14. The CSIR-CSIO with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of the contract.
15. The successful bidder has to deposit an amount of Rs.21,86,000/- (Rupees Twenty One Lakh Eighty Six Thousand only) in the form of FDR/TDR/Bank Guarantee (to be pledged in favour of 'Director, CSIR-CSIO') as Performance Security Deposit which shall be retained by CSIR-CSIO during the entire period of contract.
16. The Tenderers are requested to sign and stamp all the pages of the tender document as a mark of acceptance of the terms and conditions of the Tender.
17. The entire administration and establishment management in respect of the personnel deployed by the contractor for the captioned work shall be the responsibility of the contractor.
18. The contractor will be responsible for their leave, replacement and other welfare measures and keep CSIR-CSIO indemnified against any claim made by the persons deployed by him and/or any damage caused to them.



19. The Contractor shall not give any sub-contract to any other party or agency to carry out the obligation arising out of this contract.
20. The tender is liable to be rejected, if **white fluid** is used anywhere in the tender document.
21. In the event of sudden failure, neglect, dislocation or stoppage of the services by the Contractor, the CSIR-CSIO may get the work done departmentally or by some other agency, at the risk and cost of the contractor, without prejudice to its rights to enforce performance in respect of the rest of the work period. The Contractor shall, in such event, pay to the CSIR-CSIO the additional cost incurred for having such work done by itself or by some other agency. CSIR-CSIO may recover the cost from the security deposit of the contractor. Without prejudice to any other rights, the CSIR-CSIO may terminate the agreement by one month notice to the contractor in writing and in such event the contractor shall have no claim for any loss or damage against the CSIR-CSIO.
22. The Contractor shall indemnify the CSIR-CSIO against all the monetary or other benefits to which the persons deployed by him are entitled during the period or deployment under various labour laws/statutory obligations as applicable from time to time.
23. Full manpower will be engaged on daily basis for Horticulture, Housekeeping, Canteen and Guest House services as per schedule or instructions of Officer-in-charge. Substitutes will be made available immediately against any absentee.
24. **The Contractor shall be solely responsible for its workers deployed at CSIR-CSIO including**
  - Recruitment and training of the staff.
  - Safety of staff.
  - maintenance of muster-cum-wage register, attendance records of the staff.
  - Insurance coverage of their staff against all contingencies.
  - Redressal of grievance of workers.
  - Payment of wages along with wage slip by 7<sup>th</sup> of every month or as per labour laws and maintaining records thereto.
  - ESI & EPF records of staff.
  - Compliance of Labour laws.
  - Labour Welfare including their first aid and medical care.
  - The Contractor would provide necessary identity cards to its workers on duty.
  - CSIR-CSIO shall not be responsible for any death, injury, damages or loss whether to the contractor or agents, representatives or its un-skilled, semi-skilled, skilled or other workers deployed at this institute which may result from any accident or by any other cause during operation and execution of

the contract. The contractor shall indemnify CSIR-CSIO against any and all claims which may arise under the Workmen's Compensation Act, etc. or any other Act or statute having bearing over the services and for engagement of workmen directly or indirectly for performance under the contract.

25. If at any stage, during the period of the contract, any case involving moral turpitude is found, reported or instituted against the contractor or the persons deployed by him, the CSIR-CSIO reserves the exclusive and special right to terminate the contract outright without any notice to the contractor and in such event the contractor shall not be entitled to any compensation from CSIR-CSIO.
26. The Quotation shall remain valid for a period of 90 days from the date of opening of Part-II (Price Bid) of the Tender.

#### INTERPRETATION :

1. In construing these conditions, the Specifications, the Schedule of Quantities, Tender, Special Conditions and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.
2. This contract shall comprise of the Articles of Agreement, General Conditions of Contract, Special Conditions. Additional Special Conditions, the Schedule of Quantities, Specifications, letter of acceptance of tender and other documents mentioned in the contents sheet attached hereto and including those to which only reference is made herein.
3. **Work or Scope of Work** shall mean all work or works defined in schedule of quantities, specification and such other work or works as the contractor may be entrusted with for carrying out under this contract.
4. **Employer** shall mean Director, CSIR - CSIO or any officer authorized by Director, CSIR -CSIO for the purpose.
5. **Contractor** shall mean the individual or Firm or Company, whether incorporated or not undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company and the permitted assignees of such individual or Firm(s) or Company.

## Part-I

**CSIR-Central Scientific Instruments Organisation  
(Council of Scientific & Industrial Research)  
Sector-30-C, Chandigarh-160030**

**“Annual Contract for House Keeping, Horticulture, Canteen and Guest House  
Services at CSIR-CSIO, Chandigarh-160030”**

**TECHNICAL BID**

Sr. No.	Particulars	Fill in the details (Documents attached should be page numbered and mentioned here in the Technical Bid Form)
1.	Name and Address of the Firm/Tenderer	
2.	Contact Details of the Firm/Tenderer	
3.	Details of establishment registration with date (Attach copies)	
4.	Registration No. (Attach copy)	
5.	Labour License No. (Attach copy)	
6.	EPF Registration No. with date (Attach copy)	
7.	ESIC Registration No. with date (Attach copy)	
8.	PAN No. (Attach copy)	
9.	GST Registration No. (Attach copy)	
10.	Details of experience with major clients name, address, telephone numbers (enclose certificates/credentials issued by such clients)	
11.	Audited Balance Sheet and Profit/Loss Account for the last 03 years (Attach copies)	
12.	Income Tax Returns for the last 03 years (Attach copies)	
13.	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or	

	Company has never been black listed/not involved in any Police Case/Vigilance enquiry pending or ever been punished by any Hon'ble Court of Law	
14.	Tender Fee Details	DD No. : _____ Date : ___ / ___ / 2020 Amount : Rs.1,000.00
15.	EMD Details	DD No. : _____ Date : ___ / ___ / 2020 Amount : Rs.4,38,000.00

Place :

Date : \_\_\_ / \_\_\_ / 2020

**SIGNATURE OF THE TENDERER  
WITH SEAL**

## DECLARATION BY THE BIDDER

To

The Director  
CSIR-CSIO  
Sector 30-C  
Chandigarh  
160 030

**Subject :** Annual Contract for House Keeping, Horticulture, Canteen and Guest House Services at CSIR-CSIO, Chandigarh  
[NIT NO: - Advt. No. CSIO/GS/01/2020]

Sir

1. After having carefully read and examined the Tender Document, physically inspected the buildings, all work areas in the Institute and Colony, manpower required, well understood the requirement of CSIR-CSIO under the contract, we offer ourself for the contract of '**Annual Contract for House Keeping, Horticulture, Canteen and Guest House Services at CSIR-CSIO, Chandigarh**' in conformity with all the terms & conditions and scope of work stated in the Tender Document.
2. We confirm our acceptance to all the terms and conditions including scope of work specified in the tender document of CSIR-CSIO for the above referred work. Shall this tender be accepted, we hereby agree to abide by and fulfil all terms and conditions of Tender Document and in default thereof, to forfeit and pay to CSIR-CSIO such sums of money as are stipulated in conditions contained in Tender Document. This Tender document together with Lol, Award Letter, Agreement shall constitute a binding contract.
3. We declare that we have not been debarred / black listed / declared bankruptcy by any Govt. / Semi-Govt. / Central Autonomous bodies and / or CSIR or its Laboratories / Institutes or any Bank / Financial Institutions.
4. We declare that none of the Proprietor / Partner / Director of our Firm has any relation with any employee working in CSIR-CSIO including its Extension Centre at Delhi, Chennai.
5. We also undertake that we shall timely comply with the labour rules as per Contract Labour Regulation and Abolition Act'1970, EPFO Act and ESIC Act.

**SIGNATURE OF THE CONTRACTOR  
WITH STAMP**

Date : \_\_\_ / \_\_\_ / 2020

## Part-II

**CSIR-Central Scientific Instruments Organisation**  
**(Council of Scientific & Industrial Research)**  
**Sector-30-C, Chandigarh-160030**

**Price Bid Format**

(To be kept in a separate envelope)

Sr. No.	Item Description	Minimum No. of Workers/ Supervisors to be deployed				Minimum Wages			
		un-skilled	semi-skilled	skilled	Driver (light)	un-skilled	semi-skilled	skilled	Driver (light)
1.	Minimum wage per month								
2.	EPF (Employer's Contribution as per applicable rates)								
3.	ESI (Employer's Contribution as per applicable rates)								
4.	Bonus (as per applicable rates)								
5.	Percentage of Service Charge of Sr. No.1 above	_____ % (in figures) _____ per cent (in words)							
6.	GST (as per applicable rates)								

The Institute will make payment of Minimum wages as notified by Ministry of Labour, Govt. of India or DC rate of Chandigarh whichever is higher from time to time and EPF, ESI, Bonus, applicable GST at prescribed rates.

***The Bidders are requested to quote minimum wages, service charge in percentage and other statutory liabilities. Bid quoted below the minimum wages as notified by Chandigarh Administration DC Rates/Gol will stand outrightly rejected. However, Service Charge quoted by the bidder will be deciding factor for selecting L-1.***

It is estimated that the total number of various categories of workers to be engaged for the contract will be approximately 81 [Skilled 02, Semi-skilled 15, Un-skilled 63 and Driver (Light 01)].

We undertake to provide good services with the Service Charges quoted by us, which is reasonable. We further ensure that we have taken into consideration various aspects such as deduction of Income tax at source, deployment of own supervisor(s) responsible for effective control, other expenses to run the establishment, payment of statutory charges to the contract persons as well as to the Govt. / statutory bodies, while quoting the rates for the services.

It is certified that I have read & understood all the Terms & Conditions of the tender document and are acceptable to the firm.

Place : \_\_\_\_\_

Date : \_\_\_ / \_\_\_ / 2020

**SIGNATURE OF THE TENDERER  
WITH SEAL**

Annexure-I

**Agreement for Annual Contract for House Keeping, Horticulture, Canteen and Guest House Services at CSIR-CSIO, Chandigarh**

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

And

M/s \_\_\_\_\_ at \_\_\_\_\_  
(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-CSIO is desirous of giving **Annual Contract for House Keeping, Horticulture, Canteen and Guest House Services at CSIR-CSIO, Chandigarh-160030**, which is a constituent unit of CSIR (hereinafter referred to as Lab./Instt) and whereas the contractor has offered to provide the personnel 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 as per terms and conditions of the contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc. and the Contractor shall report the compliance thereof to CSIR-CSIO. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR-CSIO has agreed to award the “**Annual Contract for House Keeping, Horticulture, Canteen and Guest House Services at CSIR-CSIO, Chandigarh-160030**” which is a constituent unit of CSIR (hereinafter referred to as Lab./Instt) .

AND WHEREAS the Contractor has agreed to furnish to the Lab./Instt. a Performance Security Deposit of **Rs.21,86,000/- (Rupees Twenty One Lakh Eighty Six Thousand only)** in the form of FDR/TDR/Bank Guarantee (to be pledged in favour of ‘Director, CSIR-CSIO’).

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

## GENERAL CONDITIONS

1. That is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR implicitly or explicitly.
2. That on taking over the responsibility of the work assigned, the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director of the Lab./Instt. or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director of the Lab./Instt. for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the Lab./Instt. or the officer designated by the Director in this respect from time to time.
3. That the Director of the Lab./Instt. or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the Lab./Instt. in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of the Lab./Instt. in case of any of the aforesaid acts on the part of the said person.
5. The number of Un-skilled, Semi-skilled and Skilled manpower will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased as per requirement. The Director, CSIR-CSIO will be under no obligation to engage any specific number of Contractor's workers during the period of contract.

## CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall provide House-keeping, Horticulture, House Keeping Cleaning and Guest House services in the Buildings/premises in consultation with the authorised Officer of the Laboratory.
2. That the contractor shall provide various categories of manpower as and when required.
3. That for the assigned work, the Contractor shall deploy medically and physically fit persons in eight hours shift for six days a week. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Contractor shall



deploy medically and physically fit persons preferably below the age of 60 years.

4. That the Contractor shall submit details, such as names, age, sex, parentage, residential address (present & permanent), police verification report etc. along with a copy of latest passport size photograph of the persons deployed by him to the Lab./Instt. For the purpose of proper identification of the employees of the Contractor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
5. That the Contractor shall be liable for payment of wages by 7<sup>th</sup> day of every month and all other dues which the workers are entitled to receive under the various labour laws and other statutory provisions. In case the 7<sup>th</sup> day of any month is a holiday, the contractor shall make payment of wages with wage slip by 6<sup>th</sup> day of such month.
6. That the Contractor shall at his own cost, take necessary insurance cover in respect of the aforesaid services rendered to **CSIR-CSIO** and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident (and Miscellaneous Provisions) Act, 1952, 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 solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the **CSIR-CSIO** indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the **CSIR-CSIO** shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payments.
8. That the Contractor shall be required to maintain permanent attendance register/muster/wage roll within the building premises which will be open for inspection and checking by the authorized officers of concerned Labour department and **CSIR-CSIO**.
9. That the Contractor shall make the payment of wages, bonus etc. to the persons so deployed online and shall furnish copies of bank statement or any other proof to the Lab./Instt. for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments towards his employees so deployed, under various Labour Laws, having regard to the duties of **CSIR-CSIO** in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall

comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

10. That the Contractor shall submit the proof [indicating the amount against each of the employee's name, issued by the respective authority] of having deposited the amount of ESI, EPF, GST & and any other applicable Tax towards the persons deployed at **CSIR-CSIO** before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards EPF, ESI, GST will be withheld till submission of required documents.
11. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR.
12. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information or submitting of filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director of the Lab./Instt. a sum as may be claimed by Lab./Instt.
13. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Lab./Instt. and ensure that no such person shall create any disruption/hindrance/problem of any nature in Lab./Instt. either explicitly or implicitly.
14. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
15. The deposited security money will be refunded to the Contractor within one month of the satisfactory completion of the contract.
16. That the Contractor shall keep the **CSIR-CSIO** 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 is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to **CSIR-**

**CSIO** on demand. Further the contractor shall ensure that no financial or any other liability comes on **CSIR-CSIO** in this respect of any nature whatsoever and shall keep **CSIR-CSIO** indemnified in this respect.

17. The Contractor shall further keep the **CSIR-CSIO** indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.
18. That the Contractor shall ensure that the persons so deployed do not allow any property of the **CSIR-CSIO** to be taken out of the premises without a Gate Pass signed by the designated officials of the Lab./Instt. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the Contractor along with subsequent changes, if any. The Controller of Administration/Controller of Administration of the Lab./Instt. shall make suitable arrangement to ensure compliance.
19. That the Contractor shall report promptly to the Lab./Instt. any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Contractor to ensure security and safety of all the property and assets, movable and immovable, of the Lab./Instt. and if there is any loss to the Lab./Instt. on account of dishonesty, and/or due to any lapse on the part of the Contractor or his worker, the Contractor shall make good on demand the loss to the Lab./Instt.
20. That the contractor shall provide ESI card and EPF number of his worker within fifteen days of commencement of the contract as per extant labour laws.
21. **Uniforms** : Sufficient number of uniforms as approved by the competent authority would have to be provided to the workers deployed in CSIR-CSIO Canteen/Guest House so that the worker is always wearing neat and clean uniform. It will be strictly monitored & severe fine imposed and will be deducted from the bill if the worker is found without uniform.

### **CSIR's OBLIGATIONS**

1. That in consideration of the services rendered by the Contractor as stated above, the payment for the work will be made to them on monthly basis. Such payment shall be made within 10 days after submission of the bill by the contractor to the Office.
2. That the aforesaid lump sum amount has been agreed to be paid by **CSIR-CSIO** to the Contractor.
3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR to the Contractor.
4. That the CSIR/Lab./Instt. shall reimburse the amount of GST, if any, paid by the Contractor to the authorities on account of the services rendered by him.

This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor or as per applicable rules on the subject.

## PENALTIES / LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director of the Lab in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.

## COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. \_\_\_\_\_ and shall remain in force for a period of one year. This agreement may be extended for further one year on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies :
  - a) On the expiry of the contract period as stated above
  - b) By giving one month's notice by CSIR on account of :
    - i) committing breach by the Contractor of any of the terms and conditions of this agreement.
    - ii) assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of the Lab./Instt.
  - c) On Contractor being declared insolvent by competent Court of Law.
  - d) Notwithstanding any other provisions made in the contract, the **Director, CSIR-CSIO** reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in Public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.
  - e) If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the **CSIR-CSIO** shall be forfeited without any claim whatsoever on **CSIR-CSIO** and the contractor is liable for action as appropriate under the extant laws.

During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

## 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 **Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.**

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 is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The expression Director-General, CSIR shall mean and include an acting/officiating Director-General.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. 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.

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 the Council of Scientific & Industrial Research  
Anusandhan Bhawan, Rafi Marg  
New Delhi - 110 001

**Witness :**

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
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