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06/07/2019

CSIR-CENTRAL FOOD TECHNOLOGICAL RESEARCH INSTITUTE

निविदा दस्तावेज़
TENDER DOCUMENT

**MANPOWER CONTRACT FOR PROVIDING
ESTATE MAINTENANCE SERVICES
(HOUSEKEEPING AND AGRI-
HORTICULTURE) AT CSIR-CFTRI,
MYSURU.**

Tender No. 20(11)/E-VII/2019

SO-E.VII

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TENDER

FOR

**“MANPOWER CONTRACT FOR PROVIDING ESTATE
MAINTENANCE SERVICES (HOUSEKEEPING AND
AGRI-HORTICULTURE) AT CSIR-CFTRI, MYSURU”**

Advt. No.01/2019



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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	06/07/2019	
2.	Last date & time of receipt of Tenders	19/07/2019	2 PM
3.	Technical Bid opening date (Cover – I)	19/07/2019	3 PM
4.	Financial Bid opening date (Cover — II)	To be intimated later on	

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



NOTICE INVITING TENDER

Tenders are invited on behalf of Director, CSIR-CFTRI, Mysuru for providing **Estate Maintenance Services** (Housekeeping and Agri-Horticulture) at CSIR-CFTRI Campus, Mysuru under **Two Bid System (Technical Bid and Financial Bid)** from renowned, experienced, well established and registered CONTRACTORS/Cooperative Societies/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 Estate Maintenance Services (Housekeeping and Agri-Horticulture), registered with ESIC, EPF, GST Authorities and having executed similar works satisfactorily during the **last five financial years** (From 1st April 2014 to 31st March 2019) either in CSIR or in Government Departments / PSUs / reputed Private organizations. The details of the services to be provided are as follows:-

Sl. No.	Name of work	Estimated Cost PA	EMD (₹)	Tender Fee (₹)	Duration
1.	Manpower Contract for providing Estate Maintenance Services (Housekeeping and Agri-Horticulture) at CSIR-CFTRI, Mysuru	₹96.00 lakhs	₹1,92,000/-	₹1,000/-	One year, with a provision for extension for one more year, subject to satisfactory performance

The Tender document can be downloaded from our website <https://www.cftri.res.in/> and tender fee of ₹1,000/- in the form of DD/Bankers cheque in favour of the Director, CSIR-CFTRI payable at Mysuru has to be invariably attached with the Technical Bid at the time of submission.

Technical Bid should accompany EMD of **₹1,92,000.00** in the form of DD/Bankers



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cheque from Scheduled/Nationalised Banks in favour of “The Director, CSIR-CFTRI” payable at Mysuru. EMD must be valid for minimum 90 days from the date of publication of the tender.

The tenders must reach the office of Administrative Officer, CSIR-CFTRI, Yadavagiri Post, Mysuru-570 020 or put in the Tender box kept in the AO’s Conference Room of CSIR-CFTRI, Mysuru **on or before 19/07/2019 upto 2 PM**. Technical Bid shall be opened on same day at 3 PM. Please note that tender received with insufficient or without EMD shall be summarily rejected. CSIR-CFTRI will not be responsible for any postal delay. Late and delayed receipt of tenders will not be opened and summarily rejected.

MSME/NSIC Registered firms shall be granted exemption for EMD and Tender fee only. The MSME units claiming exemption of EMD and Tender Fee should enclose MSME/NSIC Registration certificate, 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 restraint/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.

ADMINISTRATIVE OFFICER



GENERAL INSTRUCTIONS TO BIDDERS

1. Bidders are advised to study the tender document carefully. 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 tenderers 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 (**Contact Person: Coordinator, Estate Management Services, CSIR-CFTRI**).
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. 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.

The interested CONTRACTOR may submit their tender complete in all respects along with tender fee and Earnest Money Deposit (EMD) on or before 19/07/2019 upto 2 PM.



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Eligibility for participation in the tender:

The CONTRACTOR must have:

1. Valid Establishment Regn./Incorporation Certificate under Co-Op. Societies Act/Shops and Commercial Establishment Act-1961/Indian Companies Act.
2. Valid Regn. Certificate with Labour Commissioner with a valid Labour license.
3. Head Office/Branch Office located at Mysuru.
4. EPF, ESIC and GST Registration.
5. Permanent Account Number (PAN).
6. Satisfactory completion certificate along with work orders in the last five financial years (**From 1st April 2014 to 31st March 2019**) for **Estate Maintenance Services** (Housekeeping and Agri-Horticulture) in major institutions like CSIR Labs/Scheduled Banks/Insurance Companies/ Central or State Government Departments/PSUs/ Large Industrial/Educational Campuses/Reputed Corporate bodies (Phase/Part completion of work shall not be considered for satisfactory completion of work for the purpose of experience). The CONTRACTOR must have carried out at least:
 - a. One similar completed work costing not less than the amount equal to **80% of the estimated cost in a single financial year.**
 - OR**
 - b. Two similar completed works each costing not less than the amount equal to **60% of the estimated cost in a single financial year.**
 - OR**
 - c. Three similar completed works each costing not less than the amount equal to **40% of the estimated cost in a single financial year.**

The Work Completion certificate should mention the details of work executed, total value of work exclusively for ESTATE MAINTENANCE SERVICES (Housekeeping and Agri-Horticulture), the Date of commencement and completion of the work, details of client, Signature and seal of the authorized person issuing the certificate.



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The tenderer should furnish details in Annexure 'IV' of the Tender Document.

7. Current Bank Solvency Certificate of an amount not less than Rs. 10.00 Lakhs issued by a Nationalised/Scheduled Bank.

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

Technical Bid (Part- I) should contain the following as per Annexure-I in a separate envelope

1. Valid Establishment Registration/Incorporation Certificate under Co-Operative Societies Act/Shops and Commercial Establishment Act-1961/Indian Companies Act of the CONTRACTOR.
2. Valid Registration Certificate with Labour Commissioner/Licensing Officer and a copy of valid license.
3. Tender Fee of Rs.1,000/- in the form of DD/Banker's cheque.
4. EMD for Rs.1,92,000/- in the form of DD/Banker's cheque.
5. Address proof of 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. MSME/NSIC Registration Certificate for getting Tender Fee/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. List of works completed during the last 05 (Five) Financial Years in Annexure IV and Satisfactory Work completion certificates along with work orders.
14. Current Solvency Certificate of an amount not less than Rs. 10.00 Lakhs issued by a Nationalized/Scheduled Bank.
15. Tender Acceptance letter as per Annexure-V.



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16. Affidavit on stamp paper of Rs. 200/- value as per Annexure-VI.
17. Declaration of Relationship as per Annexure VII.
18. Undertaking of the CONTRACTOR as per Annexure VIII.

Financial Bid (Part-II) should be submitted as per Annexure-II in a separate envelope

The bidder shall fill the price schedule as follows:

1. Bidders are requested to submit the Financial Bid in the **format provided (Annexure-II)**.
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 bidder to extend the period of validity.
3. If any bidder 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 at percentage on Basic wages plus VDA, **which should not be less than or equal to 2 (Two)** and decimal points to be in two digits only. Service charges quoted are applicable only on Basic Wages plus VDA per month. Statutory charges viz., EPF, ESI, Bonus and GST will be reimbursed as per prevailing Govt. rules and regulations, on actual basis. For detailed wage structure please refer Annexure **-III**.
5. Bidders are required to submit the original copies of all the documents enclosed by them along with the Technical Bid whenever asked by CSIR-CFTRI. After verifying the original documents with the enclosed documents, the same shall be



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returned to the bidder. If any information submitted by the bidder during the time of Technical bid, mismatch with the original documents or not available in original documents, the bidder shall be liable to be debarred from tendering/taking up of work in CSIR-CFTRI.

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 total contract amount of all the completed valid works executed by the bidders during the last five financial years and the bidder having highest total contract amount as furnished in **Annexure IV**, will be considered as L-1 for the purpose of award of work.
7. If any information furnished by the applicant 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.

The Financial Bid (Part - II) shall be opened only for those bidders who qualify in the Technical Bid (Part - I).



SCOPE OF WORK

The guidelines for providing various Estate Maintenance Services (Housekeeping and Agri-Horticulture) at CSIR-CFTRI, Mysuru as explained by the Competent Authority will be the scope of the work.

The workers deployed by the tenderer shall be present in the premises and carry out duty for entire eight hours excluding lunch time as assigned by competent authority.

The tenderer has to deploy the workers on all the regular working days of CSIR-CFTRI i.e. 22/23 days per month. **In case, need arises on holidays, the contractor should supply manpower as and when requisitioned by CSIR-CFTRI.** The workers of tenderer should observe holidays notified by the Labour Department under the Contract Labour (R & A) Act.

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 tenderer 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 bidder 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 **Rs.1,92,000/-** 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 bidders after finalization of the contract.

c. EMD will be liable to be forfeited if the CONTRACTOR selected for the work fails to sign the formal agreement or fails to start the work on the date stipulated in the work order.

d. MSME/NSIC Registered firms shall be granted exemption for Tender Fee and EMD only. The MSME/NSIC units claiming exemption of Tender Fee and EMD should submit 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/Fee exemption.

3. Security Deposit:

The successful bidder 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 tenderer 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:

The CONTRACTOR shall deploy a total no. of **50** 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 / agency 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 agency 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. All liabilities arising out of accident or death while on duty shall be borne by the CONTRACTOR.
- 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 Coordinator, Estate Management services. He will visit CSIR-CFTRI in order to interact with Coordinator, Estate Management services 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 Coordinator, Estate Management services or 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.

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 wearing of uniforms by the Contractual personnel deployed for duties shall be compulsory. The agency should provide each of its personnel with **two sets** of good quality uniform, cap, etc. per annum at **CONTRACTOR's own cost**, immediately on award of the contract.

11. Supervisory Control:



The contractor shall provide supervisory staff at his own cost during the execution of the work. 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 CONTRACTOR. The CONTRACTOR shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed.

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 12th of each month positively. All the statutory documents should be enclosed with the bills.

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 for reimbursement.

The CONTRACTOR shall ensure that all the employees 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 12th 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 tenderer 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.



19. Tax Deducted at Source (TDS):

2% Income tax 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 latest Govt. notification 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 tenderer 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 dispute or difference arising out of or in any way touching or concerning this agreement whatsoever the same shall be referred to the sole arbitration of the nominee of the Director, CSIR-CFTRI whose decision thereon shall be final and binding on the parties thereto. The expression “nominee of the Director, CSIR-CFTRI” shall include an acting/officiating Director, CSIR-CFTRI or his nominee.

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 along with statutory documents raised by the Contractor and duly certified by the officer designated by CSIR-CFTRI in this regard.
- 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 on submission of the bills along with notifications.

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.



CSIR-CENTRAL FOOD TECHNOLOGICAL RESEARCH INSTITUTE
[Council of Scientific & Industrial Research]
MYSURU – 570 020, INDIA



Telephone: 0821-2510775, Email: soe7@cftri.res.in

ANNEXURE-I

TECHNICAL BID

(To be given separately on Company Letter Head neatly typed)

Sl. No.	Particulars	Compliance Yes/No	Corresponding page nos.
1.	Name of the Tenderer /Firm /Company and full postal /correspondence/present address, Telephone, Email etc..		
2.	Valid Establishment Registration /Incorporation Certificate under Co-Operative Societies Act/Shops and Commercial Establishment Act-1961/Indian Companies Act of the CONTRACTOR.		
3.	Valid Registration Certificate with Labour Commissioner/Licensing Officer with a copy of valid license		
4.	Tender fee details (Rs.1,000/-) (Bank Draft No. / Bankers Cheque No. & Date, Banker's Name & Branch)		
5.	EMD Details (Rs.1,92,000/-) Bank Draft No. / Bankers Cheque No. & Date, Banker's Name & Branch)		
6.	Address proof of Head Office/ Branch Office located in Mysuru in the name of the firm		



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7.	GST Registration Certificate		
8.	EPF Registration Certificate		
9.	ESI Registration Certificate		
10.	PAN Detail (Enclose PAN Copy)		
11.	MSME/NSIC Registration certificate (if applicable)		
12.	Copies of Income Tax returns for the last 03 (Three) financial years		
13.	Copies of Balance Sheet for the last 03 (Three) financial years		
14.	Experience details in the Format given at Annexure - IV		
15.	Bank Solvency certificate for Rs.10.00 lakhs		
16.	Tender Acceptance letter in the as per Annexure - V		
17.	Affidavit on stamp paper of Rs. 200/- value as per Annexure -VI		
18.	Declaration of Relationship as per Annexure - VII		
19.	Undertaking of the CONTRACTOR as per Annexure -VIII		

Signature of the Tenderer
(With official seal)

Date:



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ANNEXURE-II

FINANCIAL BID

(To be given on Company Letter Head in a separate sealed envelope)

To:

The Director
CSIR-Central Food Technological Research Institute
Cheluvamba Mansion
Mysuru – 570 020.

Sub: Tender for Manpower Contract for “Providing Estate Maintenance Services (Housekeeping and Agri-Horticulture) at CSIR-CFTRI, Mysuru”.

Ref: Your Tender Advertisement No. 01/2019 dated 06.07.2019.

Sir,

In response to the above Notification and in full agreement with terms and conditions supplied along with the Tender Document, I/we offer my/our competitive and firm quote as follows:-

Service Charges payable on Basic + VDA (please quote in percentage only, which should not be less than or equal to 2% and decimal points to be in two digits only)	_____ %
(Percentage in words _____)	

Note: If there is a discrepancy between words and figures, whichever is the higher of the two will be taken as the bid price.

Date:

SIGNATURE OF THE TENDERER WITH SEAL



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ANNEXURE-III

WAGE STRUCTURE (FOR INFORMATION ONLY)

* Wages per person per day applicable w.e.f. 1st April 2019 as per the wages notified by Chief Labour Commissioner (Central) applicable to Estate Maintenance Services (Housekeeping and Agri-Horticulture)

Sl. No.	Description	Amount (per day) (in ₹)
1.	Basic Wages plus VDA	487.00
2.	ESI @ 3.25% on Basic Wages plus VDA (3.25% applicable w.e.f. 1 st July 2019)	16.00
3.	EPF @ 12% on Basic wages plus VDA	58.00
4.	EDLI @ 0.5% on Basic wages plus VDA	2.00
5.	Admin. Charges (EPF & EDLI) @ 0.5% on Basic wages plus VDA	2.00
6.	Bonus @ 8.33% (Subject to maximum of Rs.7,000/- P.A.)	22.42
7.	Service charges @ _____ % on Basic wages plus VDA	
8.	Sub Total	
9.	GST @ 18%	
10.	GRAND TOTAL	

Note: The payment of enhancement/escalation charges on account of revision of wages by the Chief Labour Commissioner (Central) from time to time shall be payable by the CONTRACTOR, which will be reimbursed on submission of the bills along with notifications.



ANNEXURE-IV

WORK EXPERIENCE

(To be given on Firm’s Letter Head neatly typed and enclosed with Technical Bid)

Experience details for **Manpower Contract for “Providing Estate Maintenance Services (Housekeeping and Agri-Horticulture)** in the last five financial years from 1st April 2014 to 31st March 2019 (in Chronological order) has to be provided in the following format. (Copies of work orders and satisfactory completion certificates from the concerned establishment have to be enclosed)

Sl. No.	Name and Address of the organization	Work Award letter Number and date	From	To	Total Value of the completed valid work exclusively for “Estate Maintenance”	Contact person with phone no., email etc..	Corresponding Page Nos. of work orders and completion certificates
TOTAL CONTRACT AMOUNT IN THE LAST 5 FINANCIAL YEARS							

(Signature of the Tenderer)

Name:

Seal:



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ANNEXURE-V

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/2019 dated 06/07/2019

Name of Tender / Work: **Manpower Contract for providing Estate Maintenance Services (Houskeeping and Agri-Horticulture) at CSIR-CFTRI, Mysuru.**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely www.cftri.res.in as per your advertisement, given in the above mentioned website(s) and press.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. **01 to 33** (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 tenderer has to sign all the pages of the tender document and submit along with the Technical Bid).**
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 Bidder, with Official Seal)



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ANNEXURE-VI

AFFIDAVIT

(To be executed by the bidder 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 a regulatory is pending either against us.

Yours faithfully,

(Signature of the Tenderer)

Place _____

Name _____

Date _____

Designation _____

Address _____

Seal _____



ANNEXURE-VII

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 with date and seal of the tenderer

[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 with date and seal of the tenderer

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.]



UNDERTAKING BY THE CONTRACTOR

I/We hereby undertake that:

- Full manpower will be engaged on daily basis for the Estate Maintenance Services (Housekeeping and Agri-Horticulture) as per given schedule/instructions of Coordinator, Estate Management Services.
- 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 will be issued to each contract worker per year at my **OWN COST** before commencement of the work.
- I/We agree for the bills payment on monthly pro-rata basis.
- 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. Wages payment will be made on or before 7th day of every month based on Biometric 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.

Date:

Signature & Seal of the Tenderer

Place