

TENDER DOCUMENT FOR INFORMATION PURPOSE ONLY

(Complete Tender document can be obtained from the office of the Director, C.R.I., Kasauli on any working day upto 4:00PM till 7-12-2016 on cash payment of Rs. 400/- each and Rs 450/- if desired by post)

RECEIPT No. _____ Dated _____

TENDER FOR AWARD OF CONTRACT FOR PROVIDING MULTI TASK STAFF IN THE CENTRAL RESEARCH INSTITUTE, KASALI(HP)

INSTRUCTIONS/GUIDELINES FOR TENDERER(S)

- 1 Attach an Affidavit as per proforma given at Annexure-IV with Technical Bid duly attested by an Executive Magistrate or a Notary Public.
- 2 Attach a signed copy of tender documents (along with its Annexure I and II) with the Technical Bid.
- 3 Outer Tender envelope duly signed and sealed should be clearly superscribed as '**TENDER FOR MULTI TASK STAFF due on 08.12.2016 at 2:30 PM**'. The Tender envelope should contain three separate envelopes as under:
 - i) Bid Guarantee containing Earnest Money Deposit instrument (in Envelop No.1)
 - ii) Technical Bid along with Tender Documents complete with its Annexure I and II (in Envelop No.2)
 - iii) Price Bid (in Envelop No.3)
- 4 **Unsealed tender(s) will be rejected.**
- 5 Each tender must be accompanied with Earnest Money Deposit of Rs.1,21,608/= (Rs. One Lakh Twenty One Thousand Six Hundred and Eight only) duly pledged in favour of the Director, Central Research Institute, Kasauli (HP) in the shape of Demand Draft, Deposit-at-call/Receipt Term Deposit/FDR valid for six months drawn on any Scheduled Bank.
- 6 **Tender(s) received without Earnest Money shall be rejected straightway.**
- 7 Earnest Money deposited with the Central Research Institute, Kasauli in connection with any other tender will not be considered against this tender.
- 8 Offer in the Price Bid should be preferably typed or written in neat/legible handwriting.
- 9 Tender will be regarded as constituting an offer open to acceptance at the discretion of the Director, CRI for a period of six months from the date fixed for the receipt of the tender.
- 10 The Director (CRI) reserves all rights to accept or reject any tender without assigning any reason.
- 11 The tenderer (s) will be responsible to ensure that the tender is received on or before the due date and time in the office of the Director, Central Research Institute, Kasauli (HP).
- 12 Each page of the complete tender document (along-with its Annexure I and II) should be signed by the tenderers) with stamp of the firm duly affixed on each page.
- 13 This tender form is not transferable.
- 14 The last date and time for receipt of tenders is 02:30 PM on 08.12.2016. Tender(s) received after the due date and time shall not be considered.
- 15 The tender i.e. Bid Guarantee and Technical Bid shall be opened at 3:00 PM on 08.12.2016. Price bids of the qualified firms only shall be opened on the same day or later on which will be informed to the bidders accordingly.
- 16 In the event of date of receipt or opening of tender being declared a holiday in the Central Research Institute, Kasauli next due date for receipt/opening of the tender will be the following working day at the same time.
- 17 The tender(s) shall be opened in the presence of intending tenderer(s) or their authorized representatives(s) if they wish to be present at that time.
- 18 Conditional price bid offer shall be rejected.
- 19 The applicant/firm should have at least one year continued experience of providing minimum 50 persons in a single contract in a institution of Govt. concern like ours/public undertaking/organizations/state governments etc. under prescribed norms of Govt.
- 20 The tenderer(s) shall be required to provide manpower for all the categories of posts mentioned in Annexure II of the tender documents.
- 21 Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials/authority to whom he will submit the tender or the tender accepting official/authority before the finalization of tenders will render the tenderer liable for exclusion from consideration.

TERMS AND CONDITIONS

- 1 **SCOPE OF WORK:** Scope of work as per job requirement mentioned in Annexure II within the various campuses of this Institution such as Manufacturing Wing, R&T Wing, Drumbar and Belvedere Estate and other complexes/buildings/laboratories which are likely to come up during the pendency of the contract as per qualifications and job requirements as applicable from time to time, for each such nature of service, on contract basis.
- 2 **Name of Contract :** Contract for providing Multi Task Staff in the Central Research Institute, Kasauli.
- 3 **Period of Contract:** The contract shall be for a period of one year, subject to satisfactory performance of services and compliance of all terms and conditions of the agreement, which is further subject to the approval of Competent Authority of Government of India. The tender shall be decided or allotted to the tenderer, who quotes **lowest rates as per Annexure III** in the price bid, provided he fulfills all other terms and conditions of the tender document.
The competent authority may allot the contract in full or a part of such contract to the next firms out of the panel available with it at any time in the vent of non-compliance or breach of any terms and conditions of this contract by the working contractor or otherwise if it is deemed fit to do so in the public interest in order to ensure effective supply/supervision of these services by more than one contractor even after the award of contract.
- 4 **General Terms & Conditions:**
The successful tenderer shall be required to execute an Agreement Deed on the format approved and supplied by this Institute on stamp papers of appropriate value. The Deed will be registered with the Tehsildar, Kasauli at the cost of the Contractor.
5. A Security of Rs.....i.e. approx. 10% of the Contract Value in the shape of Term/Fixed Deposit and a Bank Guarantee of Rs.10.00 lakhs covering the period of Contract duly pledged in favour of the Director, Central Research Institute, Kasauli (hereinafter referred as Director) shall be deposited before signing the agreement.
6. The applicant/firm should be registered under the Contract Labour (Regulation and Abolition) Act, 1970 and Rules of 1971 made there under and have in their possession the 'EPF/EDLI and ESI Code Numbers'.
7. If the contractor fails to deploy the required number of personnel within 14 days of signing of order, there will be liquidate damage equivalent to 1% of the contract value for every week or part thereof until actual delivery of performance upto a maximum of 10% of the delayed contract. The Director may consider termination of contract seeing its urgency even without extending the date of delivery.
8. The decision of the Director with regard to the determining of quality of work/services done by the contractor or his employees shall be final and acceptable to the Contractor. The Contractor shall, thereafter, rectify the defect so pointed out without any extra payment. The Director reserves the right to get the work/services so rejected done/replaced at his own 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 contractor from his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he may think proper.
9. For the purpose of proper identification of the employees of the Contractor deployed by him at various places, the Contractor shall issue them Identity Cards at his own cost and his employees are duty bound to display the Identity Cards during Duty Hours.
10. The wearing of uniforms and name plates by the employees of the Contractor during duty hours is compulsory.
11. The Director or any other officer(s) 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 are deployed and that they are doing their duties satisfactorily.
12. On taking over the responsibility of providing said services, the Contractor shall formulate the mechanism and monthly duty assignment chart for circulation in all the areas of the deployment in the Institute premises for the approval of the Director. He will keep on reviewing his arrangements from time to time and take additional measures, if any, for further streamlining the said arrangements. He will further ensure that no person is deployed on double duty except in emergent circumstances. The Contractor as well as the staff deployed on duty shall, however, be duty bound to carry out the directions/instructions given to him in this regard by the Director/Incharge of the respective Branch/Department or any such officer so authorized to do so by the Director in this regard from time to time. Any dereliction from such obligation shall be considered a breach of the terms of this contract.

13. The persons deployed by the Contractor for the execution of the contract shall be the employees of the Contractor for all intents and purposes and in no case, there shall be any relationship of employee and employer between the said persons and the Institute, either implicitly or explicitly. The Contractor will ensure that his employees are medically fit and free from communicable disease. The antecedents of the person to be provided by the Contractor will be got verified from the appropriate authority by the Contractor at his own cost and level.
14. The persons so deployed shall be under the over all control and supervision of the Contractor and the Contractor shall be liable for payment of their wages etc. and all other dues within the stipulated time which the Contractor is liable to pay under the various Labour Regulations and other statutory provisions. The Institute shall be absolved from any such liability at its own level.
15. **WAGES** : The Contractor shall pay EPF & WC to all his employees the minimum wages fixed by the Labour Department, Govt. of India, whichever is higher. In the event of minimum wages exceeding the basic wages, already being paid, as per Annexure-III to the tender document, then the contractor shall pay wages to his employees at the rate of minimum wages as fixed by the Labour Department, Govt. of India from time to time. The Contractor shall provide full information in respect of the wages etc. paid by him to his employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made thereunder.
16. The Contractor shall open a bank account in the Bank branch located at Kasauli and he shall make the payment of wages to the persons so deployed by him through the aforesaid Bank. The employees of the Contractor will also open their individual accounts in the same branch for the purpose of disbursement of salary through electronic transaction/transmission. The Contractor shall furnish details of disbursement of salary to the Director within 5 days. This obligation is imposed on the Contractor to ensure that the Contractor is fulfilling his commitments towards his employees so deployed under the various Labour Laws. The Contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by the Institute from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorizedly made. He will maintain attendance registers, individual's ledger/wage book, wage slip, publications of scale of wages and terms of employment.
17. The employees so deployed on Contact basis shall be paid their wages @ basic wages or the minimum wages/rates whichever is higher not-with-standing any change in the rates of Statutory Contributions payable by the employer as per instructions of the Government issued from time to time.
18. If the minimum wage is revised by the Government of India during the contract period, the revised minimum wage would be payable to the contractual employees so deployed, only if the revised wage is higher than the wage already being received during the said contract period, upon submission of the formal claim to the effect by the contractor with supported documents. It is clarified that in the event of such a situation arising during the said contract period as mentioned above, no change would be permitted in the administrative charges quoted by the contractor at the time of submission of the price bid.
19. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act P.O. Act, EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, Shops and Establishment Act etc. as applicable and amended from time to time. The Contractor shall be responsible for the deposit of employee's and principle employer's share of statutory contributions with the ESI/EPF/EDLI authorities at his own level and maintenance of such record as per rules. He will furnish proof of deposit of such contributions to the appropriate authority within 5 days from the disbursement of salary bill from this institution. He will also arrange to open such EPF/ESI/EDLI accounts of all the employees deployed by him in C.R.I. Kasauli. In case of failure on the part of Contractor to deposit EPF/ESI/EDLI with the concerned authorities within the stipulated period, the contractor shall be liable to pay penalty so imposed by such authority.
20. The Contractor will keep the following instructions in view while submitting the monthly wage bill(s) :
 - i) Separate details about the sanction of each post and deployment in the respective month.
 - ii) Attendance Register, a Muster Rolls duly signed by the Contractor and verified by the authorized Officer(s) of this Institution.
 - iii) Deduction Schedule showing the individual details of deductions of EPF/ESI/EDLI to be tallied with the wage bill.
 - iv) Acquaintance Rolls along with proposed cheque to be issued to the individual staff member be submitted for verification by the Accounts Officer of this Institute for the release of payment which shall be returned to the Contractor for disbursement of wages along with the payment of total bill by this Institution.
 - v) The contractor will certify on the bill that the monthly wages bill of his all categories of Contractual employees deployed by him in this Institution is complete and no person has been left and no supplementary bill be submitted thereafter.
 - vi) No person(s) has/have been engaged on contract basis in this institute without the prior approval of the competent authority.
 - vii) A spare/attested copy of bank scroll/bank Challans as a proof of deposit of EPF/EDLI/ESI payment to the concerned Department will be submitted to this institution within 5 days from the disbursement of wages.

21. In order to ensure timely payment of wages to the staff, monthly wage bills shall be raised by the Contractor by the 3rd working day of the month on the basis of original attendance-cum-work performance report duly verified by the concerned officer being authorized for the purpose, as under:
 - a) The attendance-cum-work performance report of the staff deployed for duties in various campuses/laboratories/premises/areas shall be signed/verified by the concerned officer/incharge. The Attendance-cum-Work performance report of the staff deployed for duties in various departments of the Institute shall be signed /verified by the Officer Incharge /Officer concerned duly countersigned by the HOD or any other Officer authorized for the purpose.
 - b) The attendance-cum-work performance report of the staff deployed for duties under General Supervision Section and other areas shall be signed/verified by the Sr. Caretaker followed by counter signature of the O i/c, General Supervision Section.
22. The tender amount will be enhanced/decreased to the extent of enhancement/decrease in the minimum wages alongwith proportionate enhancement/decrease of EPF/ESI/EDLI.
23. If a service provider quotes services charges as 'Nil' charges/consideration, the bid shall be treated as unresponsive and will not be considered. Further, the bids of those quoting "Contractor's Service Charges" of less than 2% of the gross value (i.e. Row 7 of Price bid format) which is the TDS to be administered in accordance with the Income Tax Rules, will be rendered disqualified.
24. The Contractor shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the Contract. He will be liable for the deduction of TDS @ 2% on the total bill as Income Tax as per provision of the Income Tax Act, or as applicable from time to time. Apart from this, The Contractor shall also pay Service Tax on the gross bill, if applicable, at the rates as applicable from time to time. Further, the service tax as applicable on date shall also be included in the offer. Any increase/decrease in rate of service tax will be paid by the department. The Contractor will submit a copy of the receipt in the office of the Director or Accounts Officer. Service tax, on the gross bill, may also be deducted at source, if there are any instructions from the concerned authorities in this regard.
25. 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 expenses etc. and the Contractor shall report the compliance thereof to the Director. The Contractor shall be solely liable for violation of any provisions of the said Act or any other Act.
26. The Contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed for the preservation of peace and protection of persons and property of the Institute.
27. In case any of the persons so deployed by the Contractor does not come upto the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the contractor shall take suitable action against such employee on the direction of the Director or any other officer so authorized by him in this regard.
28. In case of any complaint/defect pointed out by the Institute authorities, the Contractor shall immediately replace the person so deployed.
29. LEAVE : The Contractor shall deploy his employees in such a way that they get weekly rest and other holidays, if admissible under various laws, which may be applicable in this regard. Leave Reserve in the ratio of 1:6 for weekly rest and other holidays will be provided from within the sanctioned strength and no extra charges shall be claimed in this regard. Leave of any kind other than weekly rest is not admissible.
30. Payment of leave encashment of unavailed leave(s), if any, will be the sole responsibility of the Contractor and Director, Central Research Institute, Kasauli will not be liable to make any payment on this count.
31. The Contractor shall keep the Institute (CRI) indemnified through a fidelity bond of Rs.10.00Lacs issued by the reputed Insurance Company against any loss caused to the Institute property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the Contractor at various points. He shall be liable for paying for any loss caused to the Institute property. 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 CRI is also made a party and is required to contest the case, the cost, if any of the actual expenses incurred towards counsel fee and other expenses shall be paid to the Institute by the Contractor. Further, the Contractor shall ensure that no financial or other legal liability of any nature comes on the Institute part in this respect.
32. CRI shall have further right to adjust or re-adjust or deduct any of the amount as aforesaid from the payment to be made to the Contractor under this Contract or out of the security deposits of the Contractor.
33. In case of any deficiency in services by staff so deployed on Contract Basis or in the case of disobedience by the staff so deployed on duty, the Director (CRI) or any other officer authorized by him shall be at liberty to impose penalty as may be deemed fit upto a maximum of Rs.500/- for each such occasion after giving him an opportunity of being heard in person. The decision of the Director shall be final and binding on the Contractor.

Termination of the Contract:

The Director, C.R.I. Kasauli shall have the right to terminate the contract at any stage, without assigning any reason whatsoever with 30 days' notice and the contractor shall have the option to terminate the contract at any stage by giving clearly sixty days' notice in advance.

In addition to above, the Contract may be terminated in any of the following contingencies

- 1) On the expiry of the Contract period, without any Notice; OR
- 2) If the Contractor does not give the requisite notice as mentioned before, then his security deposit shall be forfeited and Bank Guarantee shall be encashed in proportion to the period falling short of the specified notice period;
“Provided that 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.

34. Eligibility: Firms fulfilling the following criteria are eligible to submit the tenders:

- (i) Firms should have latest ESI Registration along-with Registration for EPF (Attested copy of latest receipt of premium paid be attached failing which the certificates will be considered invalid). If the said documents are not available with firms reasons/justifications with reference to be enclosed along-with tender.
- (ii) Having valid PAN (copy to be enclosed).
- (iii) Firm must be having a valid Labour License from Labour Department which shall be valid on date of opening of tender otherwise tender will be considered as non-responsive.

36. Any dispute whatsoever shall be subject to Kasauli/Solan court jurisdiction.