

सीएसआईआर मद्रास कॉम्प्लेक्स CSIR MADRAS COMPLEX

सीएसआईआरकैम्पस, तरमणी, चैन्नै- 600 113

CSIR Road, CSIR Campus, Taramani, Chennai-600 113

E- TENDER DOCUMENT

2024-2025

Contract towards providing manpower for
Horticulture work (Upkeep and maintenance of
Landscape / Garden/ Nursery) at CSIR Madras
Complex in CSIR Campus, Taramani



CSIR Madras Complex, CSIR Campus, CSIR Road,
Taramani, Chennai – 600 113.

① 2254 4523 / 2254 4533 / 2254 4528

Signature
26/11/2024



सीएसआईआर मद्रास कॉम्प्लेक्स
CSIR MADRAS COMPLEX

(Council of Scientific & Industrial Research)
CSIR Campus, Taramani, Chennai - 600 113.
☎ 2254 4530/ 2254 4524

Declaration

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निविदाकार का हस्ताक्षर Signature of the Tenderer
निविदाकार का नाम व पता, कार्यालय के मोहर सहित
Name & Address of the Tenderer with Office Seal

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No.MC/10/17(24)/2024-2025Admn(Hort.)

दिनांक Dated : 19.11.2024

NOTICE INVITING TENDER

CSIR Madras Complex solicits ONLINE bids under Two Bid Systems (Technical bid & Price bid) to award contract for providing Skilled and unskilled man power from registered and experienced contractors for Upkeep and Maintenance of Horticulture Work (Landscape / Garden/ Nursery) at CSIR Madras Complex who have executed similar works satisfactorily during the last **three years** either in CSIR or in Government Departments / Public Sectors Undertakings/ reputed private organizations for the following service contract at CSIR Madras Complex, Taramani, Chennai through ONLINE. **Offline quotations will not be accepted.**

| S.No. | Name of Work | Estimated Value (Rs.) | EMD (Rs.) | Duration |
|-------|--|-----------------------|------------|---|
| 1. | Contract for Upkeep and maintenance of Horticulture work (Landscape / Garden / Nursery) CSIR Madras Complex in CSIR Campus | Rs. 55.49 lakhs | 1,11,000/- | ONE YEAR (Initially for a period of One year, extendable for one more year on mutual acceptance) |

EMD Declaration as per MOF OM.No. F.9/4/2020-PPD dated 12.11.2020 to be submitted compulsorily. Bids without EMD declaration will be summarily rejected.

The Contractor should have executed at least one work of similar nature annual value of Rs. 44.39 lakhs (80% of EV) or two works of similar nature of annual value of Rs. 27.75 lakhs (50% of EV) each or three works of similar nature of annual value of Rs. 22.20 lakhs (40% of EV) each during last three years in major institutions like Scheduled Banks/ Insurance Companies/ Central or State Government Departments/ Public Sector Undertakings/ CSIR Labs./Large Industrial/Educational Campuses/ reputed private bodies.

Works of similar nature includes providing Skilled, and Unskilled towards manpower services who are capable of handling works as described in the Scope of Work.

The works completed during last three years will be considered. Last three years shall be defined as financial year 2021-22, 2022-23 & 2023-24 respectively. Running contracts will not be considered.

The prospective tenderers may satisfy themselves about the requirements by visiting the CSIR Madras Complex, Taramani, Chennai on any working day (Monday to Friday) between 10.00 am and 4.00 pm before the submission of bid.

EMD of Rs. 1,11,000 /- (Rupees one lakh eleven thousand only) which will be refunded in respect of unsuccessful tenderers by way of Demand Draft from a nationalized /scheduled bank drawing in favour of Co-ordinating Director, CSIR Madras Complex, Chennai super scribing the Name of work and e-tender opening date on the envelop, should reach the Controller of Administration, CSIR Madras Complex, CSIR Road, Taramani, Chennai 600 113 latest by (_____ by 3.00 PM) . Appropriate and valid exemption certificate issued by MSME (Micro, Small & Medium Enterprises) / NSIC will be accepted in lieu of EMD. Tenders submitted without EMD / MSME / NSIC exemption certificate and incomplete tenders will be summarily rejected.

The bid should be submitted in the e-procurement portal at GEM only. No manual bids will be accepted.

CSIR Madras Complex, Chennai may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on CSIR Madras Complex website www.csircmc.res.in/ <https://www.etenders.gov.in> at least three days in advance of date fixed for opening of tender. The bidders must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s), if any, is also to be submitted, duly stamped and signed along with the submission of the tenders. Any tender submitted without the addendum(s)/corrigendum(s), if any, is liable to be rejected.

It may be noted that if any information furnished by the contractor is found to be incorrect at a later stage, he shall be liable to be debarred from tendering as per procedure.

The Co-ordinating Director, CMC reserves the right to accept or reject any or all the tenders without assigning any reason thereof and her decision shall be final and binding.

Schedule for Submission and Opening of Bids:-

| Submission of e-Tenders | Due Date & Time |
|--|--------------------------|
| a) Technical Bid b) Price Bid | 01/01/2025 by 3.00 PM |
| Opening of Technical Bid | 02/01/2025 by 3.30 PM |
| Opening of Price Bid henceforth called Bill of Quantities (BoQ) Price Bid will be opened for the technically successful bidders only. | To be Informed later |

SCOPE OF WORK

- Manpower for garden maintenance and development works

The manpower provided must have skill in operating Horticulture equipment / machineries like lawn mover, brush cutter and chain saw etc. All garden tools and equipment's shall be provided by the department.

Complete maintenance of entire garden : Features like having yard stick in the garden area i.e. lawn, trees, shrubs, hedge, flower beds, foliage, creepers etc. hoeing, weeding pruning replacement of plants / trees gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers, top dressing of lawn with good earth and manure and maintenance of other garden related works. Total area = 24000 sq.m.

- Nursery maintenance: Maintenance around 1200 sqm area with repotting propagation activities, composed preparation, replacing damaged plants and repotting of potted plants. Upkeep of nursery area, removal of decayed plants, dry leaves etc. and disposal of generated garbage at specified place as per direction of officer-in-charge.
- Maintenance of potted plants at Nursery in earthen pot including resetting / displaying at Nursery, including watering, weeding, hoeing, colouring, transplanting the damaged pots and disposal of generated garbage at

specified place as per direction of officer-in-charge.

- Cutting of Hedge / Edge : including removing of cut material, cleaning, hoeing of hedge / edge bed watering, manuring and applying insecticides and fungicides etc.
- Wild grass removal and upkeep of grass : Clearing grass and removal of the rubbish upto a 50m outside the periphery of the area cleared a) open places b) open drain & road berms along the roads c) Peripheral road sides. Area 18500 sq.m / month.

General Maintenance/ Miscellaneous Horticulture Works:

- Display of potted plants during special occasions such as VIP Visits, Independence day , Republic day, CSIR open day, National Science day etc., along the road sides and function/ meeting premises and flower vases in a presentable manner including cleaning of vases/ pots, painting and restore the items in the stack yard or nursery back after the functions as directed by the officer in charge.
- Felling trees of girth of any size measured at a height of 1 metre above ground level including cutting of trunks and branches, removing the roots and stacking of serviceable material and disposal of unserviceable material should be done by the contractor at his own cost.
- **Trimming of tree branches** located on the pathway/platform and areas surrounding street light poles in the entire office premises for creating better visibility of the roads & surveillance camera poles.
- **Pruning of Branches** - Branches of trees projecting on buildings, branches which are likely to damage Power distribution system/ Lightning Protection system as well as tree branches obstructing vision between guard posts and perimeter wall will be pruned under the supervision of the officer-in-charge & disposing off/ removing the trimmed branches and other related waste of the plants immediately anywhere inside the office premises , as directed by Officer-in-Charge.
- The contractor is responsible for operation and maintenance water taps located at landscape/garden/nursery.
- **Material at Site** : Materials will be provided by the department. The contractor must ensure that all garden machinery, tools, hosepipe, sprinklers, etc. are removed from the site and to be kept in appropriate places designated by Officer-in-Charge.

- **Fertilizer** : Manure and fertilizers specified shall be applied by the Contractor as required and under the direction of the Officer In-charge.
- **Irrigation** : Water will be provided by the Department and Contractor should precisely use the water for garden work. Daily watering of gardens, lawns, pot plants, plants/trees, etc. with hose pipe or sprinkler system in different areas should be done as directed by officer in charge.
- The contractor shall take such steps that snakes/bandicoots etc. do not cause any menace in the garden, surroundings of CSIR campus.
- It is the responsibility of the contractor to make CSIR Campus beautiful with lush green environment from horticulture point.
- Contractor shall be solely responsible for disposal of horticulture waste on routine basis and maintain hygiene and cleanliness in the premises.

(Note: Garden materials such as Good earth, manure, fertilizer, insecticide & pesticide, petrol, seeds, plants and other consumables and tools, equipment's and machineries such as lawn mover, brush cutter, chain saw, garden shear, JCB and Tipper (on hire basis as and when required) will be provided by the department)

General Terms and Conditions for Providing manpower services, for upkeep and maintenance of garden & Development work at CSIR MADRAS COMPLEX, Taramani, Chennai - 600 113.

1. E-Tenders through Government e-procurement portal under Two Bid System (Technical Bid and Price Bid) are invited from registered and experienced contractors who have executed at least one work of similar nature annual value of Rs. 44.39 lakhs (80% of EV) or two works of similar nature of annual value of Rs. 27.75 lakhs (50% of EV) each or three works of similar nature of annual value of Rs. 22.20 lakhs (40% of EV) each during last three years in major institutions like Scheduled Banks/ Insurance Companies/ Central or State Government Departments/ Public Sector Undertakings/ CSIR Labs./Large Industrial/Educational Campuses/ reputed private bodies along with Work Completion Certificate as per Annexure III. Proof of annual turnover for the last three years to be submitted by the bidder in the form of certificate from Chartered Accountant (Annexure - II).
- * The works completed during last three years will be considered. Last three years shall be defined as financial year 2021-22, 2022-23 & 2023-24 respectively.
2. The Contractor should have office/branch located in Chennai. Proof of office address should be submitted by the contractor.
 3. The prospective tenderers may satisfy themselves about the requirements by

visiting the CSIR Madras Complex, Taramani, Chennai on any working day (Monday to Friday) between 10.00 am to 4.00 pm before submitting their tender.

4. The Bids should be submitted in 'Technical Bid' and 'Price Bid' (BOQ) and should be submitted in the e-procurement portal at GEM only. No manual bids will be accepted.
5. Tender shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 90 days from the date of opening shall be by mutual consent
6. SD% On award of the contract, the contractor will be required to deposit an amount equivalent to 3% of the annual value of contract as Security Deposit in the form of Bank Guarantee/ Demand Drat/ Fixed Deposit Receipts (conditions apply) in favour of the Co-ordinating Director, CSIR Madras Complex, Chennai - 600 113 against loss/damage/unpaid wages, EPF subscription, bonus etc., to the workers of the contractor and for penalties for deficiency in service levied by CSIR Madras Complex, Chennai. Validity of the security deposit must be atleast for six months beyond the tenure of the contract.
7. The contractor will execute an agreement on a non-judicial stamp paper worth of Rs.100/- (Rupees One Hundred only) **in the prescribed format enclosed** to abide by the terms and conditions of the contract before the commencement of the contract.
8. The contractor shall be suspended for one year and shall not be eligible to bid for CSIR tenders from the date of suspension order 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 award letter. The contractor is expected to execute the required agreement, pay the security deposit and commence the work within five working days of issue of work order or as intimated by CMC
9. The security deposit will be refundable on expiry/termination of the contract period subject to payment of all dues including bonus etc. to the workers by the contractor. Any loss/damage caused to CSIR Madras Complex, Chennai property during the currency of agreement would be recovered from the security deposit.
10. Period of contract is for **ONE YEAR** [Initially for a period of one year, extendable for one more year on mutual acceptance & satisfactory performance].
11. The contractor shall have/ obtain necessary license under the Contract Labour (Regulation & Abolition) Act, 1970 issued by the competent authority
12. The persons deployed by the Contractor shall be the employees of the Contractor and in no case shall have a relationship of employee and employer between the said persons and the CSIR implicitly or explicitly.

13. The workers to be deployed shall possess good physique and be in the age of 18 years and above. Person deployed should be **neither below 18 years nor above 55 years of age**. They should be physically and mentally sound, without any criminal antecedence, well disciplined, polite with good behavior. The workers should be most reliable, trust worthy, alert and efficient.
14. The classification of Un skilled / Skilled should be in accordance with Gazette Notification of Min. of Labour & Employment
15. The contractor should supply the manpower within seven working days on receipt of the work order by email
16. The contractor should make an earnest effort to engage/hire the manpower by giving small advertisement in popular dailies and cost of advertisement will be borne by the contractor
17. For the purpose of proper identification of the personnel of the Contractor, he will issue identity cards / identification documents and the said personnel shall be duty bound to display them at the time of duty.
18. The Co-ordinating Director, CSIR Madras Complex or any person authorized by her shall be at liberty to carry out surprise checks on the persons so deployed by the Contractor in order to ensure that required number of persons are deployed and that they are doing their duties.
19. The personnel of the Contractor shall be subjected to the security checks and restrictions of the CSIR Madras Complex. No staff deployed by the contractor should smoke, chew paan / Gutka or consume Liquor or be found in an inebriated state within the Campus. Non compliance may lead to suitable penalty/termination of contract.
20. The persons deployed by the Contractor shall remain under the control and supervision of the Contractor and the Contractor shall be liable for payment of their wages and all other dues which the Contractor is liable to pay under various Labour Regulations and other statutory provisions.
21. The Contractor shall ensure that all the employees get minimum wages and other benefits as are admissible under various Labour laws in force in Chennai. The contractor shall provide full information in respect of wages, etc. paid to his employees so deployed in conformity with the provisions of Contract Labour (Regulation & Abolition) Act, 1970.
22. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under Law, namely, the Minimum Wages Act, Provident Fund Act, Bonus Act, Maternity Benefit Act, Shops and Establishment Act, ESI Act etc. as applicable and amended from time to time. They should have EPF and ESI registration / code Nos **and submit a copy each of the annual returns filed in respect of EPF/ESI and provide a copy of the statement of EPF account**

of workers employed by him to the office for verification. **Bidders should insure their contract workers in the entire contract period, in case of not eligible to contribute to the ESI scheme.**

23. Bidders who do not meet the eligibility criteria or who submit bids not substantially responsive (service charges less than or equal to 3.85%) to the bidding documents will be rejected.
24. **The Technical Bid and Price Bid (BoQ) must only be in the response format enclosed.**
25. The tenderers should have EPF, ESI and GST Registration/Code numbers and enclose proof of the same duly indicating the PAN for Income Tax purpose.
26. Labour Identification No. (LIN) as being allocated by Shram Suvidha Portal of Ministry of Labour & Employment may also be provided.
27. The Contractor shall communicate to the CSIR Madras Complex the name, parentage, residential address, age, etc of each of the worker deployed by him with a Passport size photograph affixed against the name of each person.
28. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under various Laws, namely,
 - (i) Minimum Wages Act,
 - (ii) Contract Labour (Regulation & Abolition) Act, 1970.
 - (iii) Bonus Act
 - (iv) Shops and Establishment Act
 - (v) Maternity Benefit Act.
 - (vi) ESI Act
29. The contractor shall on demand furnish wage register / copies of challans of EPF/ESI remitted in respect of workers engaged for CSIR Madras Complex for verification.
30. The tenderers / applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.
31. Notwithstanding anything to the contrary contained herein, CSIR Madras Complex may reject a tender without being liable in any manner whatsoever to the tenderer, if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
32. Without prejudice to the rights of CSIR Madras Complex under clause mentioned herein above, if, a tenderer is found by CSIR Madras Complex to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such tenderer shall not be eligible to participate in any tender floated by CSIR Madras Complex.

33. Contractor has to submit the following documents within two months of award of contract:
- (i) List of outsourced staff with photograph, present & permanent address
 - (ii) Copies of proof of age in the form of AADHAR Card/SSLC Certificate/Voter ID/Birth certificate/Driving Licence etc. should be submitted before the manpower is supplied.
 - (iii) ID cards of staff
 - (iv) Copies of ESI Cards
 - (v) Maintenance of statutory registers under various labour laws
 - (vi) Deployment of field officer in campus at contractor's cost
 - (vii) Any other things as required by CSIR-CMC from time to time for the smooth and successful execution of contract etc.

34. The contractor has to submit Declaration about fraud and corrupt practices in the prescribed format (Annexure - II).

35. **Payment Conditions**

The contractor shall disburse the wages to the staff deployed in the CSIR Madras Complex on or before 7th of every month irrespective of whether the previous month's bill has been settled or not. However, in case of ECS/Cheque payment documentary proof should be submitted to the satisfaction of CMC. **Proof of total number of workers employed by the contractor should be submitted at the time of award of contract**

The contractor will submit the monthly bills (in printed forms) duly signed and pre-receipted for payment, in duplicate, after satisfactory completion of the work and payment to the workers. CSIR Madras Complex will make payment within 10 days from the date of receipt of the bill (complete in all respect & without any discrepancies) from the contractor.

Wages will be reimbursed only for actual days of work for which contract manpower is engaged. Copy of muster rolls should be submitted in this regard.

The office will deduct income tax and other statutory levies as applicable from time to time from the bills of the contractor.

In case, any lapse in the work is noticed, it will result in penal deduction from the bills / security deposit of the contractor at 10% of the monthly bill value or higher value whichever is more as decided by the Co-ordinating Director, CSIR Madras Complex in addition to deduction of minimum wages towards short supply of manpower.

No overtime shall be paid to contract workers without prior approval. For any

extra duties, alternate standby persons shall have to be provided by the contractor. The manpower engaged may be deployed at on-site away from the Headquarters depending upon the project needs. Cost of travel tickets will be reimbursed to the contractor as per actuals / as per applicable rates whichever is less

36. The contractor would be liable for legal action if he or his workers directly or indirectly involved in any theft or pilferage. He shall be liable for losses due to theft or otherwise which are manifestly due to his conduct and such loss shall be made good by the contractor.
37. In case any of the workers deployed by the Contractor does not come up to the mark or does not perform his duties properly, or indulges in any unlawful acts or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such worker on the report of the CSIR Madras Complex in this respect. The Contractor shall replace within 48 hours the particular worker so deployed in case of any of the aforesaid acts on the part of the worker concerned on demand of the Co-ordinating Director, CSIR Madras Complex.
38. CSIR Madras Complex, Chennai, is not responsible for any disability or casualty incurred by the workers employed by the contractor for doing the work for the contractor. The contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR Madras Complex. It is the responsibility of the contractor to comply with the statutory requirements of safety and compensation.
39. Any compensation claim for injury/accident to the contractor or his worker while engaged in the work will be his own responsibility. The contractor should indemnify the CSIR Madras Complex against all claims arising out of action under the Employees State Insurance Act or the Workmen's Compensation Act or Criminal Law in force in so far as they relate to him or claims arising out of such employment.

40. **Indemnification**

The contractor shall be liable to pay compensation for any loss and damages caused to the property of the CSIR Madras Complex or its staff members/students/visitors by the contractor or his workers.

The Contractor shall keep the CSIR Madras Complex indemnified against all claims whatsoever in respect of the workers deployed by him. In case any worker of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the Contractor to contest the same. In case CSIR Madras Complex is made party and is supposed to contest the case, the Contractor shall reimburse to CSIR Madras Complex the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR Madras Complex on demand. The Contractor shall ensure that no financial or other liability comes on CSIR Madras Complex in this respect of any nature whatsoever and shall keep CSIR

indemnified in this respect.

CSIR Madras Complex shall have the right to adjust and or deduct the amount as aforesaid from the payments to the contractor.

The contractor shall not lease or sub lease the whole or any part of the contract to anybody without the prior permission of the Co-ordinating Director, CSIR Madras Complex.

41. Cancellation of contract:

The contract may be terminated at any time by CSIR Madras Complex by giving one month's notice without assigning any reasons (or) 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 Madras Complex
 - o for committing breach by the contractor of any of the terms & conditions of this agreement
 - o on assigning the contract or any part thereof or any benefit or interest therein or thereunder by the Contractor to any third person or sub-letting whole or part of the contract to any third person.
 - o If continuation of the contract is not in public interest.
- c) On contractor being declared insolvent by competent Court of law.

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.

It shall be the duty of the Contractor to remove all the workers deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption / hindrance / problem of any nature to CSIR Madras Complex, Chennai.

Breach of terms and conditions of the contract/agreement by the contractor will entail forfeiture of the Security Deposit/enforcement of Bank Guarantee.

42. ARBITRATION

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

The award of Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and /or directions, as may be required.

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.

Canvassing, in connection with the tender is strictly prohibited and the tender of anyone resorting to canvassing shall be liable for rejection on that ground alone.

The Co-ordinating Director, CSIR Madras Complex, Chennai 600113 reserves the right to accept in full or in part or reject any tender without assigning any reason and his decision in this regard will be final and binding.

43. **Evaluation criteria :**

The tenderer should quote service charge in percentage (%- upto two decimals only). Financial /price bids (BOQs) received with service charges less than or equal to **3.85%** (Three point eight five percent) will be treated as **UNRESPONSIVE BIDS** and shall be rejected. The bidders have to quote only service charge rate and the financial assessment shall be made on the basis of rate of service charge only. Service charges quoted will be applicable on wage only, exclusive of all other taxes etc.

In case service charges quoted by two or more agencies are same, L1 will be decided by HIGHEST AVERAGE TURNOVER for the last three financial years (2021-22, 2022-2023 & 2023-24) submitted by the bidders in a separate sheet (Annexure-II) duly certified by Chartered Accountant.

GENERAL INSTRUCTIONS TO BIDDERS

1. The Technical Bid and Price Bid must only be in the model response format enclosed.
2. The bidder shall submit full details of his ownership and control or, if the bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
3. If the agency is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the CSIR Madras Complex for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the CSIR Madras Complex.
4. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint ventures or any one of the members of the consortium participates in more than one bid, the bids are liable to be rejected.
5. If any relative of the tenderer is an employee of CSIR Madras Complex, Taramani the name, designation and relationship of such employee shall be filled in the technical bid.
6. The bidder shall not make or cause to be made any alterations, deletions or obliterations to the text of the tender document.
7. In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification from the Controller of Administration, CSIR Madras Complex sufficiently well before submitting the bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidders and the Controller of Administration, CSIR Madras Complex shall be carried out in writing.
8. Except for any such written clarification by the Controller of Administration, CSIR Madras Complex before opening of technical bids which is expressly stated to be an addendum to the tender document issued by the office of the Controller of Administration, CSIR Madras Complex no written or oral communication, presentation or explanation by any other employee of CSIR Madras Complex shall be taken to bind CSIR Madras Complex, Chennai under the contract.
9. Bids and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of

interpretation.

10. Bidders shall quote the rates in Indian rupees for the entire contract on a single responsibility basis such that the tender price covers contractors all obligations mentioned in or to be reasonably inferred from the tender document in respect of the manpower services at CSIR Madras Complex, Chennai. This includes all the liabilities of the contractor such as cost of the uniform and identity cards of the personnel deployed by the manpower agency and all other statutory liabilities like **minimum wages**, ESI, EPF contributions, service charges all kinds of taxes etc. which should be clearly stated by the manpower agency.
11. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him / them in figures and as well as in words. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No columns should be left blank which would otherwise make the tender liable for rejection.

DECLARATION BY THE TENDERER

I/WE, declare that I/We have submitted tender for the work described in the tender after acquainting myself/ourselves fully with the details of work involved and after understanding the responsibility to be discharged by me/us under this contract and have read the complete tender very carefully.

SIGNATURE OF THE TENDERER

SEAL OF FIRM/COMPANY



सीएसआईआर मद्रास कॉम्प्लेक्स CSIR MADRAS COMPLEX

सीएसआईआर कैंपस, तारमणी, चैन्नै – 600 113
CSIR Road, CSIR Campus, Taramani, Chennai-600 113

ELIGIBILITY CRITERIA FOR TECHNICAL BID

| | |
|----|--|
| 1 | EMD details (Rs. 1,11,000/-) |
| 2 | Local Office (Chennai) address proof |
| 3 | Registration details with Labour licensing Officer / Labour Commissioner (for any single work or more already executed) |
| 4 | GST Registration SGST : CGST : IGST : |
| 5 | EPF Registration |
| 6 | ESI Registration |
| 7 | Income Tax PAN No. |
| 8 | <p>The Contractor should have executed at least one work of similar nature with annual value of Rs. 44.39 lakhs (80% of EV) or two works of similar nature of annual value of Rs. 27.75 lakhs (50% of EV) each or three works of similar nature of annual value of Rs. 22.20 lakhs (40% of EV) each during last three years in major institutions like Scheduled Banks/ Insurance Companies/ Central or State Government Departments/ Public Sector Undertakings/ CSIR Labs./Large Industrial/Educational Campuses/ reputed private bodies along with Work Completion Certificate as per Annexure III.</p> <p>The works completed during last three years will be considered. Last three years shall be defined as Financial year 2021-22, 2022-23 & 2023-24 respectively.</p> |
| 9 | Proof of annual turnover for the last three years to be submitted by the bidder in the form of certificate from Chartered Accountant (Annexure -III). |
| 10 | Whether the Contractor had ever been debarred by any court of Law or penalized by any Govt. / CSIR/ Private Organizations? If yes, then the Agency will be disqualified in the Technical bidding stage. |
| 11 | Whether any of the relative of the contractor is working in CSIR Madras Complex? If yes 1. Name of the relative 2. Nature of the relationship 3. Designation |

All the Bidders should meet all the above listed eligibility criteria into. If any one of the conditions is not satisfied the bids are likely to be rejected abinitio.

Annexure (I to V) will be compulsorily furnished by the bidders. Failing which bids will be summarily rejected.



CSIR MADRAS COMPLEX

सीएसआईआर मद्रास कॉम्प्लेक्स

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद Council of Scientific and Industrial Research)

सीएसआईआर रोड CSIR ROAD, तारमणि TARAMANI, चेन्नै CHENNAI - 600 113.

Format for Technical Bid

Contract towards Providing manpower services for Garden maintenance and development work at CSIR Madras Complex, CSIR campus, Tarmani, Chennai.

(This format is to be used in your letter head / stationery. The order in the format must be strictly adhered to. No rates must be quoted in the Technical bid. Bidder who quotes the rate in the Technical bid will be rejected as non-responsive.)

TOTAL PAGES OF TECHNICAL BID: _____

| Sl. No. | TECHNICAL REQUIREMENT | Compliance details of the Contractor Yes or No | Please write the corresponding Page Number(s) of your Technical Bid for reference by CSIR Madras Complex |
|---------|--|--|--|
| 1. | EMD | | |
| 2. | Local Office Address Proof | | |
| 3. | Registration details with Labour Licensing Officer / Labour Commissioner (for any single work or more already executed) | | |
| 4. | GST Registration SGST : CGST : IGST : | | |
| 5. | EPF Registration No | | |
| 6. | ESI Registration No. | | |
| 7. | Income Tax PAN card Copy | | |
| 8 | Proof of annual turnover for the last three years to be submitted by the bidder in the form of certificate from Chartered Accountant (Annexure -II). | | |
| 9 | Whether the Contractor had ever been debarred by any court of Law or penalised by any Govt. / CSIR/ Private Organizations? | | |
| 10 | Is any of the relative of the contractor working in CSIR Madras Complex? If yes 1. Name of the relative | | |

| | | | |
|--|-------------------------------|--|--|
| | 2. Nature of the relationship | | |
| | 3. Designation | | |

All the Bidders should meet all the above listed eligibility criteria into. If any one of the conditions is not satisfied the bids are likely to be rejected abinitio.

Annexure (I to IV) will be compulsorily furnished by the bidders. Failing which, bids will be summarily rejected.

Signature of the Tenderer
Name & Address of the Tenderer
with Office Stamp

Place:

Date:

AGREEMENT

This AGREEMENT made on this _____ 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. _____ (hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the CSIR is desirous of providing contract for garden maintenance and upkeep and maintenance of office premises, roads & pathways at CSIR Madras Complex at CSIR Campus, Taramani, Chennai - 600 113, which is a constituent unit of CSIR (hereinafter referred to as Lab/Instt.)

WHEREAS the Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act 1970) and has further represented that he is eligible to get this contract and there is no legal or any other bar 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 the CSIR. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR has agreed to award the contract for garden maintenance and upkeep and maintenance of office premises, roads & pathways at CSIR Madras Complex hereinafter mentioned as work assigned details of which are given at Annexure 'A'

AND WHEREAS the contractor has agreed to furnish to the Lab./Instt. a security deposit of Rs. _____ (Rupees _____) by way of Bank Guarantee or Fixed Deposit Receipt.

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

A. GENERAL CONDITIONS

That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and 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 shall accrue/arise implicitly or explicitly.

That on taking over the responsibility of the work assigned the contractor shall formulate the mechanism and duty assignment to its personnel in consultation with Co-ordinating Director, CSIR Madras Complex or her nominee. Subsequently, the contractor shall review the work assigned from time to time and inform the Co-ordinating Director, CSIR Madras Complex for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Co-ordinating Director, CSIR Madras Complex or the officer designated by the Co-ordinating Director in this respect from time to time.

That the Co-ordinating Director, CSIR Madras Complex or any other person authorized by the Co-ordinating Director shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.

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 commits misconduct or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the CSIR Madras Complex in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Co-ordinating Director, CSIR Madras Complex in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

That the contractor shall carefully and diligently perform the work assigned to him as mentioned in the scope of work and as deemed fit by him in consultation with the Lab.

That for performing the assigned work, the contractor shall deploy physically and mentally sound, without any criminal antecedence, well disciplined, polite with good behavior. The workers should be most reliable, trust worthy, alert and efficient. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Person deployed should be **neither below 18 years nor above 55 years of age**.

That the contractor shall submit details of the names, parentage, residential address, age, etc. of the persons deployed by, him in the premises of CSIR Madras Complex for the purpose of proper identification of the employees of the contractor deployed for the work points, he shall issue identity cards bearing their photographs/Identification, etc, and such employees shall display their identity cards at the time of duty.

That the contractor shall be liable for payment of wages and all other dues to the employees which they are entitled to receive under the various labors laws and other statutory provisions.

That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory

provisions of Contract Labors (Regulation & Abolition Act, 1970,) Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, 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.

That the contractor shall be solely responsible for any violation of provisions of the labors laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omissions, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor failure to fulfill 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 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, demands, loss or injury from the contractor's monthly payments.

That the contractor shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of CSIR Madras Complex.

That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR Madras Complex and shall on demand furnish copies of wages register/muster roll, etc. 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 Labors Laws, having regard to the duties of CSIR 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 unauthorizedly made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employments, inspection and submission of periodical returns.

That the contractor shall submit the proof of having deposited the amount of ESI & EPF towards the contributions persons deployed at CSIR Madras Complex in their respective names before submitting the bill. In case, the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till the submission of required documents.

The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR.

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 Establishments 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 Abolition Act, 1970) as amended from time to time of furnishing any information, or submitting or in 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 Co-ordinating Director, CSIR Madras Complex a sum as may be claimed by CSIR Madras Complex.

It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, or any ground whatsoever, and ensure that no person creates disruption/hindrance/problem of any nature in CSIR Madras Complex.

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 Laboratory/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.

The security deposit will be refunded to the contractor within one month of the expiry of the contract only on satisfactory performance / completion of the contract.

That the contractor shall keep the CSIR 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 fees and other expenses which shall be paid in advance by the contractor to CSIR on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.

The contractor shall further keep the CSIR 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.

C. CSIR'S OBLIGATIONS

That in consideration of the services rendered by the contractor as stated above, he shall be paid actual eligible / agreed wages on monthly basis. Such payment shall be made within 10 days from the date of receiving the bills (**complete in all respect & without any discrepancies**) raised by the contractor and duly certified by the office designated by Lab./Instt. in this regard.

That the aforesaid lump sum amount has been agreed to be paid by CSIR to the contractor.

D. PENALTIES/LIABILITIES

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 their risk and cost.

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 Co-ordinating Director, CSIR Madras Complex 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.

Wages will be reimbursed only **for actual days of work** for which contract manpower is engaged. Copy of muster rolls should be submitted in this regard.

E. COMMENCEMENT AND TERMINATION

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 another one year on such terms and conditions as are mutually agreed upon.

That this agreement may be terminated on any of the following contingencies: -

- a) On the expiry of the contract period as state above.
- b) By giving one month's notice by CSIR on account of:
 - i) for committing breach by the contractor of any of the terms and conditions of this agreement.
 - ii) on 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.

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.

F. ARBITRATION

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

The Arbitrator may give interim award(s) and/or directions, as may be required.

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 presences on the date, month and year first above written.

For and on behalf of
Council of Scientific & Industrial Research
Anusandhan Bhawan
Rafi Marg, New Delhi - 110001

For and on behalf of
the contractor

WITNESS

1.

2.

CERTIFICATE TO BE PRODUCED BY THE TENDERER

This is to certify that M/s is
associated with us from to

Name of the Service Provider :
Address :
Agreement / PO No & Date :
Contract Period :
Nature of Service :
No. of manpower engaged : Skilled -
Unskilled -

Contract value (per annum)

This is issued based on the request datedby
M/s for participating in the Manpower
tender of CSIR CMC.

- Note : Individual certificate to be produced for each client. Copy of work order and agreement to be enclosed along with this format.

Authorised Signatory (Client)

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

(To be executed by the bidder on Rs. 10/- Stamp paper & attested by Public Notary/Executive Magistrate)

We certify that during the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public/private authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- (a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State;
- (b) We have taken steps to ensure that in conformity with the provisions against Corrupt Practices and no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the contract or which relates to a grave offence that outrages the moral sense of the community.
- (d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- (e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.
- (f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature of authorized person

Name & Designation with office Seal

CERTIFICATE OF TURNOVER*(In the letter head of Agency/firm)*

This is to certify that M/s _____ has registered following turnover and profit/loss during last three financial years:

| Financial Year | Annual Turnover (In Rs) | Net Profit |
|----------------|-------------------------|------------|
| 2021-22 | | |
| 2022-23 | | |
| 2023-24 | | |

The above information/figures are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage, besides liabilities towards prosecution under appropriate law.

Seal & signature of Chartered Accountant

Date: _____

Signature (with date) & seal of Bidder/Tenderer

Date: _____

WORK COMPLETION CERTIFICATE

Name & Address of the client :

Details of works executed by :

| | | |
|-----|--|--|
| 1. | Name of work with brief particulars | |
| 2. | Agreement No. and date | |
| 3. | Date of Commencement of work | |
| 4. | Stipulated date of completion | |
| 5. | Actual date of completion | |
| 6. | Tendered Amount | |
| 7. | Contract Value per annum | |
| 8. | Name and address of the authority under whom works executed | |
| 9. | Whether the contractor employed qualified Engineer/Overseer during execution of work? | |
| 10. | (i) Quality of work (indicate grading)* (ii) Amount of work paid on reduced rate basis if any | |

- * 1 - Satisfactory
 2 - Good
 3 - Very Good
 4 - Excellent
 5 - Outstanding

This certificate is issued without any obligation and liability on the part of

.....

Authorized Signatory

NON DISCLOSURE AGREEMENT

We hereby declare that we or our employees will not divulge or disclose any information sensitive or otherwise of any nature to anybody/third party.

We understand that we will be solely and wholly responsible for the legal damages arising out of such disclosure.

Signature of the contractor(s)

