



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3133912
Dated/दिनांक : 15-02-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-03-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-03-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Science And Technology
Department Name/विभाग का नाम	Department Of Scientific And Industrial Research (dsir)
Organisation Name/संगठन का नाम	Council Of Scientific And Industrial Research (csir)
Office Name/कार्यालय का नाम	Csir Ampri Bhopal
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Others; AS PER OFFICE REQUIREMENT , Manpower Outsourcing Services - Minimum wage - Skilled; Others; AS PER OFFICE REQUIREMENT , Manpower Outsourcing Services - Minimum wage - Unskilled; Others; AS PER OFFICE REQUIREMENT
Contract Period	1 Year(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	142 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण

Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	28514772
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail/ईएमडी विवरण

Required	No
----------	----

ePBG Detail/ईपीबीजी विवरण

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DIRECTOR
CSIR - Advanced Materials And Processes Research Institute (AMPRI) Hoshangabad Road, Bhopal, Madhya Pradesh 462026
(Director)

Splitting/विभाजन

Bid splitting not applied.

MII Compliance

MII Compliance	Yes
----------------	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:The bidder must have successfully completed at least one single order of 80% or two orders of 50% or three orders of 40% of the estimated bid value for similar services in the last three years.

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:In last three Years the bidder should have executed at least 01 Works & supplied at least 35 manpower in each contract. Documentary proof to be uploaded.

Geographic Presence: Office registration certificate:Head/Branch office in Bhopal. If no Head/Branch office in Bhopal then the firm should open branch office within one month of award of contract.

Scope of work & Job description:[1676461320.pdf](#)

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:[1676461418.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1676461675.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; Others; AS PER

OFFICE REQUIREMENT (1)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Skill Category	Highly-Skilled
Type of Function	Others
List of Profiles	AS PER OFFICE REQUIREMENT
Educational Qualification	Graduate
Specialization	AS PER OFFICE REQUIREMENT
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Addon(s)	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement
----------------	---	-------------	---------------------------------	------------------------

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement
1	Sanjay Kumar	462026,CSIR-Advanced Materials and Processes and Research Institute(AMPRI), Formerly Known as RRL, Hoshangabad Road, Near Habibganj Naka	1	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 866 • EDLI (INR per day) : 2.89 • Bonus (INR per day) : 0 • EPF Admin Charge (INR per day) : 2.89 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Number of working days in a month : 26 • Provident Fund (INR per day) : 69.23 • ESI (INR per day) : 28.15 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Skilled; Others; AS PER OFFICE REQUIREMENT (67)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Skilled
Type of Function	Others
List of Profiles	AS PER OFFICE REQUIREMENT
Educational Qualification	AS PER OFFICE REQUIREMENT
Specialization	AS PER OFFICE REQUIREMENT
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years

Specification	Values
State	NA
Zipcode	NA
District	NA
Addon(s)	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement
1	Sanjay Kumar	462026, CSIR-Advanced Materials and Processes and Research Institute (AMPRI), Formerly Known as RRL, Hoshangabad Road, Near Habibganj Naka	67	<ul style="list-style-type: none"> • Bonus (INR per day) : 65.64 • EDLI (INR per day) : 2.89 • EPF Admin Charge (INR per day) : 2.89 • Minimum daily wage (INR) exclusive of GST : 788 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 25.61 • Number of working days in a month : 26 • Provident Fund (INR per day) : 69.23 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; AS PER OFFICE REQUIREMENT (2)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	AS PER OFFICE REQUIREMENT
Educational Qualification	Not Required
Specialization	AS PER OFFICE REQUIREMENT
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Addon(s)	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement
----------------	--	-------------	---------------------------------	------------------------

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement
1	Sanjay Kumar	462026,CSIR-Advanced Materials and Processes and Research Institute(AMPRI), Formerly Known as RRL, Hoshangabad Road, Near Habibganj Naka	2	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 595 • Bonus (INR per day) : 49.56 • EDLI (INR per day) : 2.89 • EPF Admin Charge (INR per day) : 2.89 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 19.34 • Number of working days in a month : 26 • Provident Fund (INR per day) : 69.23 • Tenure/ Duration of Employment (in months) : 12

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally

liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

4. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

5. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Director, CSIR-AMPRI, Bhopal payable at Bhopal. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Director, CSIR-AMPRI, Bhopal A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Director, CSIR-AMPRI, Bhopal Account No. 131610011004778 IFSC Code UBIN0813168 Bank Name Union Bank of India Branch address R R LAB BHOPAL . Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

8. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

Annexure -A

-

SCOPE OF WORK OF THE OUTSOURCE MANPOWER SERVICES AT CSIR-ADVANCED MATERIALS AND PROCESSES RESEARCH INSTITUTE (AMPRI) BHOPAL

1. CSIR-AMPRI, Bhopal is a premier research institute under Council of Scientific and Industrial Research. The contractors had to provide experienced outsource manpower (Skilled, Semi-skilled and Unskilled category) on contract basis to works in workshops such as preparation of drawings, mechanical fabrications, and general help in externally funded time bound projects; data entry operator in various division/Section/Unit, Plumber, Electrician, Carpenter etc. in the Engineering Service Division and to run Vehicle (Car), in General Section. Beside above works outsource manpower's will be required for guest house and canteen maintenance.
2. The outsource manpower provided by contractor will be deployed as per the requirement of the Institute.

Signature of Contractor

9. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

10. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Annexure-B

-

Additional Terms and Conditions of the Outsource Manpower Contract at CSIR-AMPRI, Bhopal

1. Bidder must be from Registered firm holding license as applicable under CL(R&A) Act and having experience and expertise in providing Manpower in CSIR/or its National Laboratories/Govt./Semi Govt. /Public/Private sector Undertakings/Business Houses/Industry of repute who employ the persons trained for providing aforementioned services.
2. The firm must be registered with Bhopal Administration/Licensing authority or any state/Union Territory/Labour Commissioner, Bhopal/Any State /U.T. of India. At the time of bidding the firm should be registered with appropriate labour licensing authority. Subsequently the successful bidder should register in self with ALC (C), Madhya Pradesh.
3. **The bidder(s) must quote the service charge in percentage in figures as well as in words.**
4. **Relaxation in Turnover and Experience will be given to verified MSE and Start-up subject to meeting other technical requirement and quality.**

The decision of Director, CSIR-AMPRI in this regard will be final.

5. Director CSIR-AMPRI, Bhopal does not bind himself to accept the lowest tender and reserves the right to reject or partially accept any or all the tenders received without assigning any reasons whatsoever.
6. Canvassing in connection with the tenders is strictly prohibited and the tender of anyone resorting to canvassing will be liable for rejection on that ground alone.
7. The bidder(s) shall specifically declare that he is related or not related to any officer in CSIR-AMPRI/or in any of the Laboratories/Institutes of the CSIR. If yes, then details of such relationship have to be furnished along with Technical Bid of this Tender document.
8. Conditional tenders are liable to be rejected.
9. **Category of Outsource Manpower/Nature of Manpower to be supplied by Manpower**
Experienced outsource manpower is to be provided by the contractors and before deploying the outsource manpower documents/experience/job test will be taken by the concerned Section/Division where the manpower will be deployed. CSIR-AMPRI reserve the rights to accept/reject any outsource manpower deployed by the contractors and decision of CSIR-AMPRI/Officers in this regards will be final. Broadly the category of manpower to be supplied by contractors will be as follows:
 - A. **“Unskilled work”** means work which involves simple operations requiring little or no skill or experience on the job;
 - B. **“Semi-skilled work”** means work which involves some degree of skill or competence acquired through experience on the job and which is capable of being performed under the supervision or guidance of a skilled employee and include unskilled supervisory work;
 - C. **“Skilled work”** means work which involves skill or competence acquired through experience on the job or through training as an apprentice in a technical or vocational institute and the performance of which calls for initiative and judgment;
 - D. **Highly skilled work”** means work which calls for a degree of perfection and full competence in the performance of certain tasks including clerical work acquired through intensive technical or professional training or practical work experience for certain reasonable period and also requires of an worker to assume full responsibility for the judgment or decision involved in the execution of the task;
10. **Bidders please note that earlier experience of supplying manpower for the purpose of Security Guards, Horticulture, Cleaning (Safaiwala) will not be treated as past experience for this tender because CSIR-AMPRI, Bhopal requires outsourced manpower for its own Administrative, Scientific and Technical works. Experience Certificate must be uploaded by the firm.**
11. The outsource manpower supplied by the contractors will be deployed by CSIR-AMPRI, Bhopal as per requirements for the office and in case there is change in work profile the contractors had to provide suitable replacements within 15 days of written communication communicated by the office.
12. **The contractor should deploy properly trained workers for aforementioned services who are below the age of 60 years.**
13. The contractor shall maintain a register in the prescribed format for marking the attendance by his worker deployed by them, which shall be seen and verified.

14. In case of any theft, loss the matter will be reported to the office. If after a departmental enquiry, it is found that the loss occurred due to negligence of the contractor's workers on duty, the Director, CSIR-AMPRI, Bhopal will have full powers to recover the loss in full or in part from the dues or security deposit of the contractor. The decision of the Director CSIR-AMPRI, in this regard will be final and binding on the contractor.
15. During surprise checks by any authorized officer of the Institute, if a particular worker is found absent from the work place, negligent/sleeping/drunken on duty the contractor will have to withdraw the worker (s) from the Institute forthwith, which may even, entail cancellation/termination of contract for the rest of the period.
16. The contractor will have to carry out the instructions regarding contract workers provided by the Institute from time to time.
17. The rate agreed by CSIR-AMPRI and the contracting agency shall be paid during the period of the contract. However additional payment on account of enhancement of statutory/legal charges such as variable DA etc. will be paid over and above the rate agreed upon from the date as applicable.
18. **Wage Payment:** It is the responsibility of the Contractor to make payment to his workers latest by 7th of every month POSITIVELY and claim reimbursement thereafter. Wages shall not be less than the minimum wages under the minimum wages Act applicable for M.P. CSIR-AMPRI reserves the right to check periodically payment of wages made by him to his worker. Contractor has to provide the pay slip to the workers within 7 working days after payment to the workers.
19. **EPF/ESIC Contribution:** Contractors taking part in this tender process must be registered with the EPF & ESIC authorities. In support of this a copy of the EPF and ESIC registration Certificate must be submitted along with Technical Bid of the Tender without which the tender/offer will not be considered. Those contractors who are not registered with EPF and ESIC authorities at Bhopal will have to obtain Sub-Registration Number/ Sub Code Number from EPF and ESIC authorities at Bhopal within Ten days from award of Contract. It shall be the responsibility of the contractor to deposit EPF & ESI contribution to the concerned authorities and in the local bank authorized for the purpose, within the stipulated time as per rule. In addition to this the contractor shall produce EPF /ESIC account no. of its individual contract workers within one month from the date of payment, failing which appropriate action will be initiated by the Institute.
20. **Payment of Bonus:** The payment of bonus by the contractor to the contract manpower will be done as per Payment of Bonus Act, 1965 and the same will be reimbursed on production of bill.
21. Contractor should submit the copy of quarterly EPF return along with the bank challan with the bill.
22. The contractor shall ensure his presence at a short notice when required by CSIR-AMPRI, Bhopal.
23. No residential accommodation will be provided to the contract workers.
24. Number of contract worker (s) and supervisors to be deployed shall be intimated

to the office from time to time, depending on requirement of work.

25. The Director, CSIR-AMPRI, Bhopal reserves the right to cancel/terminate the contract at any time during the currency of the contract after giving one months' notice to the contractor.
26. **Income Tax/GST:** and other dues as applicable from time to time by the Govt. shall be deducted at source from the monthly bills of the contractor.
27. The contractor shall issue Photo ID cards to every worker (s) duly signed and the worker (s) would be required to display them on their person while they are on the premises of CSIR-AMPRI.
28. The contractor should implement all the provisions laid down in various act's/Labour Legislation which are applicable to the awarded work.
29. The Director, CSIR-AMPRI shall have the right to adopt any measures/set-up a system for ensuring proper performance of duty and punctuality of his worker deployed by the contractor. The number of manpower may be increased/decreased depending upon the exigency of work load to be assessed by CSIR-AMPRI, Bhopal and intimated to the contractor.
30. Director CSIR-AMPRI, Bhopal reserves the right to award the whole contract to one contractor or award the contract in two or more parts at his discretion

31. Before tendering, for Contract the bidder(s) should inspect the site to fully acquaint himself about the condition with regard to No. of persons to be deployed, accessibility of site, nature and extent of ground, working condition at site and movement of Labour etc. required for the satisfactory execution of the work. No claim whatsoever on such account shall be entertained by the Institute in any circumstances.
32. Any compensation for disengagement on account of death, disability of any laborer provided for deployment in the Institute campus, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability.
33. The contractor shall not sublet this contract or any part thereof to any other party.
34. The contractor or labourer engaged by him will not be on the payroll of the CSIR-AMPRI and will not be entitled to any benefit as applicable to the employees of CSIR-AMPRI.

35. The contractor must sign each paper and submit with Technical Bid of their offer in token of his accepting terms & conditions of Tender document.
36. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected
37. The Director, CSIR-AMPRI, Bhopal reserves the right to accept or reject any Tender without assigning any reasons.
38. In case, integrity, character and behavior of any of the contractor's labourers is found doubtful, he would be replaced by contractor on receiving instructions from the authorized officer.
39. When the labourers supplied by the Contractor fall short of the specified number. CSIR-AMPRI reserves the right to debit proportionately per absentee man-days from monthly payments due to the Contractor besides imposing penalty at the discretion of the Director, CSIR-AMPRI, Bhopal.
- 40. The Contractor has to open full functioning office (Branch) at the Bhopal within one month in the event of the award of the contract.**
41. In the event of any contradiction in the wordings/meaning/interpretation between the tender terms and the enclosed agreement format, the wordings/meaning/interpretation of enclosed agreement shall be treated final and binding for all purposes.
- 42. 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 AMPRI/CSIR shall accrue/arise implicitly or explicitly.**
- 43.** Any case filed by the worker(s) is to be contested by the contractor.
44. Agreement has to be executed within 21 days of award of work to the successful bidder as per CSIR Agreement Performa (Annexure-1) on Rs. 100/- stamp paper which will be provided by contractors at his own cost.
45. The contractor shall provide emergency medical treatment to its Contract Worker through hospital etc, in case of need, failing which any cost incurred by the CSIR-AMPRI, Bhopal towards the treatment shall be recovered/adjusted from the payment due/security deposit of the Contractor.
44. The contractor has to deploy fulltime supervisor at his own cost to supervise the contract.
45. The contractor has to ensure that all statutory requirements of Gov. of India & M.P. Govt. is fulfilled.
46. The contractor should adhere to the rules and guidance issued by the concerned Labour Commissioner from time to time.

Note: In case the performance of any of manpower provided by contractor are not upto the marks/ satisfactorily then the same should

be replaced.

47. Details of Annexure:

- a. Annexure-A ----- Scope of Services**
- b. Annexure-B ----- Additional Terms and Condition (As Above)**
- c. Annexure-C ----- CSIR Agreement Format (Special SLA-available in ATC).**
- d. Annexure-D ----- Documents Required for Technical Qualification-Certificate to be uploaded by Contractors/Firm along with undertaking**
- e. Annexure-E ----- Bid Security Declaration Form**
- f. Annexure-F ----- Code of Integrity**

Annexure -A

SCOPE OF WORK OF THE OUTSOURCE MANPOWER SERVICES AT CSIR-ADVANCED MATERIALS AND PROCESSES RESEARCH INSTITUTE (AMPRI) BHOPAL

1. CSIR-AMPRI, Bhopal is a premier research institute under Council of Scientific and Industrial Research. The contractors had to provide experienced outsource manpower (Skilled, Semi-skilled and Unskilled category) on contract basis to works in workshops such as preparation of drawings, mechanical fabrications, and general help in externally funded time bound projects; data entry operator in various division/Section/Unit, Plumber, Electrician, Carpenter etc. in the Engineering Service Division and to run Vehicle (Car), in General Section. Beside above works outsource manpower's will be required for guest house and canteen maintenance.
2. The outsource manpower provided by contractor will be deployed as per the requirement of the Institute.

Signature of Contractor

-

Qualification criteria for Technical Bid:

-

For Technical Bids qualification the vendors/firms must provide the following details on their letter heads along with documentary proofs. Non submission of the necessary information mentioned in below format shall be liable to be rejection of bid and no further communication will be entertained.

Bidder must submit all below given documents copies in One PDF file with Annexure-D while uploading on GeM.

Sr .No.	Document to be uploaded with bids documents	Details / Number of the documents uploaded (page No. of each documents must be mentioned)	Remark
1.	Registered Name of firm/Agency		
2.	Head/Branch office Addresses in Bhopal with Contact Details and E-mail		If bidder's Head/Branch office not available in Bhopal,M.P., then successful bidder has to submit self-declaration that they are bound to open branch office in Bhopal within one month from the date of Award of contract.
3.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, and address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/ Partners also.		

4.	Valid Establishment Regn./ Incorporation Certificate under Co-Operative Societies Act/Shops and Commercial Establishment Act-1961/ Indian Companies Act etc.		Self attested copy to be submitted
5.	Bid Security declaration Certificate (Mandatory to submit with Technical Bid)		For Bid Security Declaration -See Annexure-E
6.	Valid Licence No. under Contract Labour (R&A) Act, 1970.		Self attested copy to be submitted
7.	Self attested copy of PAN Card No.		Self attested copy to be submitted
8.	Self attested copy of Firm GST Registration Certificate No.		Self-attested copy to be submitted

9.	Copy of previous 03 Financial Year's Income Tax Return (2021-22, 2020-21 & 2019-20) To be enclosed		Self-attested copy to be submitted
10.	Self attested copy of valid Employee Provident Fund Registration number.		Self-attested copy to be submitted
11.	Self attested copy of valid ESIC Registration No.		Self-attested copy to be submitted

12.	Experience- Work Completion Certificate to be enclosed issued by Govt. Departments / Govt. Organization (To be enclosed)		The bidder must have successfully executed/ completed at least one single order of 80% or two orders of 50% or three orders of 40% of the estimated bid value for similar services in the last three years.
13.	Copy of Turn over duly certified by Chartered Accountant of last 03 Financial years (2021-22, 2020-2021 & 2019-2020)		To be submitted. Older Turnover certificate will not be accepted.
14.	Self Certificate for non - black listing by any Organization / Office during last 03 years		To be submitted on Company Letter Head
15.	Current Solvency Certificate issued by a Nationalised /Scheduled Bank. To be enclosed		Not to be older than 01 Year from the last date of submission of bid.
16.	Code of Integrity/Conflict of Interest (To be downloaded and self attested copy must be uploaded)		Annexure-F
17.	In last three Years the bidder should have executed at least 01 Works & supplied at least 35 manpower in each contract.		

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them. In case any of the above details at any stage before/after award of works is/are found false/incorrect then the contract/tender is liable to be rejected/cancelled, Performance Security Deposit can be forfeited and necessary action can be taken against my/our firm as per rules.

(Signature of the bidder)
Name and Address (with seal)

-
ANNEXURE-E

Bid Security (Securing) Declaration Form

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity (Minimum 90 days) specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para _____ of your Tender document and have no conflict of interest as mentioned under Para _____ of Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- (a)
- (b)
- (c)

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

Code of Integrity

1. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.
2. **Code of integrity for Public Procurement** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
 - A. **“corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - B. **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
 - C. **“anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - D. **“coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - E. **“conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
 - F. **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

3. **Obligations for Proactive disclosures**

- A.** The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- B.** The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- C.** To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

4. **Punitive Provisions** Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

A. If his bids are under consideration in any procurement

- i. Forfeiture or encashment of bid security;
- ii. Calling off of any pre-contract negotiations; and
- iii. Rejection and exclusion of the bidder from the procurement process.

B. If a contract has already been awarded

- I. Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- II. Forfeiture or encashment of any other security or bond relating to the procurement;
- III. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

C. Provisions in addition to above:

- i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

12. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

13. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

14. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

15. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

16. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.
Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

17. **Buyer Added Bid Specific SLA**

Text Clause(s)

ANNEXURE-C

AGREEMENT FOR Outsource Manpower Services-Minimum Wages

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-AMPRI, BHOPAL) 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-AMPRI, BHOPAL is desirous of giving a job contract for providing the Outsource Manpower Services-Minimum Wages at CSIR-Advanced Materials & Processes Research Institute, Bhopal (Name of the Lab./Instt.) Which is a constituent unit of CSIR (hereinafter referred to as Lab./Instt.) and whereas the contractor has offered to provide the Outsource Manpower Services-Minimum Wages arrangement on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract 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-AMPRI, BHOPAL. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR-AMPRI, BHOPAL has agreed to award the contract of work of Outsource Manpower Services-Minimum Wages 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 only) 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

1. 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/ AMPRI, Bhopal shall accrue/arise implicitly or explicitly.

2. That on taking over the responsibility of providing Outsource Manpower Services-Minimum Wages arrangements, the contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with the Director, CSIR-AMPRI, Bhopal or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Director, CSIR-AMPRI, Bhopal for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Director, CSIR-AMPRI, Bhopal or the officer designated by the Director in this respect from time to time.
3. That the Director, CSIR-AMPRI, Bhopal or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the contractor does not come upto the mark or does not perform his duties properly or 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 Director, CSIR-AMPRI, Bhopal in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the CSIR/ Director, CSIR-AMPRI, Bhopal in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure-'A' as deemed fit by him in consultation with the Institute.
2. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
3. That the contractor shall submit details such as, names, parentage, residential address, age etc. of the persons deployed by him in the premises of the Institute for the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the Contractor shall be liable for payment of wages and all other

dues which they are entitled to receive under the various labour laws and other statutory provisions.

5. That the contractor shall at their own cost, if required take necessary insurance cover in respect of the aforesaid services rendered to Director, CSIR-AMPRI, Bhopal and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The 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.
6. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR/ CSIR-AMPRI, Bhopal indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expense arising out from the non compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-law or rules framed under or any of these, the CSIR/CSIR-AMPRI, Bhopal 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 contractors monthly payments.
7. That the contractor shall be required to maintain permanent attendance register/roll within premises which will be open for inspection and checking by the authorized officers of CSIR-AMPRI Bhopal.
8. That the Contractor shall make payment of wages, etc. to the persons so deployed in the presence of representative of CSIR/ Director, CSIR-AMPRI, Bhopal as per rule and then claim reimbursement thereafter and shall on demand furnish copies of wage register/muster roll, etc. to the CSIR-AMPRI, Bhopal for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of CSIR-AMPRI, BHOPAL 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 unauthorized made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
9. That the contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at CSIR-AMPRI, Bhopal buildings in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.

10. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-AMPRI, Bhopal.
11. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director, CSIR-AMPRI, Bhopal a sum as may be claimed by CSIR-AMPRI, BHOPAL.
12. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the CSIR-AMPRI, Bhopal and ensure that no such person shall create any disruption/hindrance/problem of any nature in CSIR-AMPRI, Bhopal either explicitly or implicitly.
13. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and / or loss/ damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
14. The security will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.
15. That the Contractor shall keep the CSIR-AMPRI, BHOPAL indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employees 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/CSIR-AMPRI, BHOPAL is made party and is supposed to contest the case, the CSIR/ CSIR-AMPRI, BHOPAL will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR/ CSIR-AMPRI, BHOPAL on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR/ CSIR-AMPRI, BHOPAL in this respect of any nature whatsoever and shall keep CSIR/ CSIR-AMPRI, BHOPAL

indemnified in this respect.

16. The Contract shall further keep the CSIR-AMPRI, BHOPAL indemnified against any loss to the CSIR-AMPRI, BHOPAL property and assets. The CSIR-AMPRI, BHOPAL shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payment due to the Contractor under this contract.

C. AMPRI, BHOPAL'S OBLIGATIONS

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid **service charge @% on the wage (As per financial Bid document on GeM) on monthly basis which shall remain fixed throughout the contractual period.** Such payment shall be reimbursed to the contractor after the workers have been paid monthly wage on or before the 7th day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by Institute in this regard.
2. That the aforesaid service charge has been agreed to be paid by CSIR-AMPRI, Bhopal to the contractor every month.
3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Government from time to time shall be payable by the CSIR-AMPRI, Bhopal to the contractor.
4. That the CSIR-AMPRI, Bhopal shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.

D. PENALTIES / LIABILITIES

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

E. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. and shall remain in force for a period of i.e. upto This agreement may be extended on such terms and conditions as are mutually agreed upon.

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

- a) On the expiry of the contract period as stated above
- b) By giving one month's notice by CSIR/ AMPRI, Bhopal on account of:
 - i) Committing breach by the Contractor of any of the terms and conditions of this agreement.
 - ii) Assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of the Laboratory/Institute.
- 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

1. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.
3. 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 presents on the date, month and year first above written.

For and on behalf of The Contractor

For and on behalf of
CSIR-Advanced Materials & Processes Research Institute
Formerly : Regional Research Laboratory,
(Council of Scientific & Industrial Research)
Hoshangabad Road, Near Habibganj Naka,
Bhopal - 462026 (M.P.)

WITNESS

1. -----
- 2.
2. -----

18. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition

specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---