



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5534871
Dated/दिनांक : 26-10-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-11-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-11-2024 17:30:00
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; Graduate; Others , Manpower Outsourcing Services - Minimum wage - Skilled; see scope of work; Others , Manpower Outsourcing Services - Minimum wage - Unskilled; see scope of work; Others
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	100 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/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
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	58300138
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
-------------------	----

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	27

(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 AMPRI BHOPAL
CSIR-Advanced Materials and Processes Research Institute, Hoshangabad Road, near Habibganj Naka, Bhopal, Madhya Pradesh 462026 Department of Scientific and Industrial Research (DSIR), Council of Scientific and Industrial Research (CSIR), Ministry of Science and Technology
(Director Csir Ampri)

UIN Number NCTGC2415P

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

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

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. 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.
7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

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:See ATC

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:40 manpower in a single contract.

Geographic Presence: Office registration certificate:Registered or branch office in Bhopal. In case not then it has to open within one month of award of contract.

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1729780139.pdf](#)

Scope of work & Job description:[1729782727.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; Graduate; Others (3)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Skill Category	Highly-Skilled
Educational Qualification	Graduate
Type of Function	Others
List of Profiles	see scope of works
Specialization	see scope of work
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	
Designation	see scope of work

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/अतिरिक्त आवश्यकता
1	Sanjay Kumar	462026,CSIR-Advanced Materials and Processes and Research Institute(AMPRI), Formerly Known as RRL, Hoshangabad Road, Near Habibganj Naka	3	<ul style="list-style-type: none">• Minimum daily wage (INR) exclusive of GST : 954• Bonus (INR per day) : 0• EDLI (INR per day) : 3.46• EPF Admin Charge (INR per day) : 3.46• Optional Allowances 1 (INR per day) : 0• Optional Allowances 2 (INR per day) : 0• Optional Allowances 3 (INR per day) : 0• Estimated Number of Overtime Hours per Resource per Month : 0• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0• ESI (INR per day) : 0• Provident Fund (INR per day) : 69.23• Number of working days in a month : 26• Tenure/ Duration of Employment (in months) : 24

Manpower Outsourcing Services - Minimum Wage - Skilled; See Scope Of Work; Others (76)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Skill Category	Skilled

Specification	Values
Educational Qualification	see scope of work
Type of Function	Others
List of Profiles	see scope of works
Specialization	see scope of work
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	
Designation	see scope of work

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/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Sanjay Kumar	462026, CSIR-Advanced Materials and Processes and Research Institute (AMPRI), Formerly Known as RRL, Hoshangabad Road, Near Habibganj Naka	76	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 868 • Bonus (INR per day) : 0 • EDLI (INR per day) : 3.46 • EPF Admin Charge (INR per day) : 3.46 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 69.23 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 24

Manpower Outsourcing Services - Minimum Wage - Unskilled; See Scope Of Work; Others (2)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Unskilled
Educational Qualification	see scope of work

Specification	Values
Type of Function	Others
List of Profiles	see scope of works
Specialization	see scope of work
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	
Designation	see scope of work

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/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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 : 655 • Bonus (INR per day) : 54.56 • EDLI (INR per day) : 3.46 • EPF Admin Charge (INR per day) : 3.46 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 1 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 21.29 • Provident Fund (INR per day) : 69.23 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 24

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

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**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. **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.

5. **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.

6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

DIRECTOR CAIR AMPRI
payable at
BHOPAL

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

7. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). 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 EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

8. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

DIRECTOR CAIR AMPRI
payable at
BHOPAL

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

9. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

DIRECTOR CAIR AMPRI

Account No.
131610011004778
IFSC Code
UBIN0813168
Bank Name
UNION BANK OF INDIA
Branch address
RR LAB BHOPAL

. Bidder to indicate bid number and name of bidding 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 along with bid.

10. **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 CAIR AMPRI
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.

11. **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 CAIR AMPRI
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.

12. **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 CAIR AMPRI
Account No.
131610011004778
IFSC Code
UBIN0813168
Bank Name
UNION BANK OF INDIA
Branch address
RR 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.

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

Text Clause(s)

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.
2. The contractors had to provide experienced outsource manpower (Highly Skilled, 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 & driver to run Vehicle (Car).

3. Beside above works outsource manpower's will be required for guest house and canteen for cooking and caretaker.
4. The outsource manpower provided by contractor will be deployed as per the requirement of the Institute.
5. The tentative requirement of manpower in different category required are given below:
 1. Highly Skilled Category: 03 Manpower
 2. Skilled Manpower : 77 Manpower
 3. Semiskilled Manpower : 00
 4. Unskilled Manpower : 02 Manpower

The number of actual manpower to be deployed can varies (increase/decrease) at the time of award of contract to the L-1 firm.

6. **Category of Outsource Manpower/Nature of Manpower to be supplied by Contractor:**

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 a worker to assume full responsibility for the judgment or decision involved in the execution of the task.

7. **Dress and ID card to the outsourced manpower:**

The required dress and ID card to be provided by Service provider at his own cost/out of his profit to the deployed outsourced manpower are as follow:

- a. The Service Provider will have to provide two sets of uniforms (Shirts-Pants for Male & Salwar-kurtis /Sarees for Female along with shoes/sandal) with company name and logo.
- b. ID card to all the outsourced staff members.

8. **Biometric Attendance Machine:** The firm to whom the work shall be awarded has to install Biometric machine for the daily attendance of all the outsourced manpower and a daily attendance register at the Main Security gate of this office.

Note: The bidder should take note of the above scope of work and items to be provided before quoting service charge since all the materials has to be provided by the bidder from his/own profit.

Signature & Seal of Contractor

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

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

15. 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.

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

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

18. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

-

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

1. Valid Registration of the Contractor with the Govt. Authority:

- a. 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.

- b. 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 himself with ALC (C), Madhya Pradesh.
- b)** The contractor has to ensure that all statutory requirements of Gov. of India & M.P. Govt. is fulfilled.
- c)** The contractor should adhere to the rules and guidance issued by the concerned Labour Commissioner from time to time.

2. **Wage Payment, EPF/ESIC and Bonus Payment and Service Charge to be quoted by the Firm:**

-

- a) **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.
- b) **EPF/ESIC Contribution:**
 - I. 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.
 - II. 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.
 - III. 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.
 - IV. 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.
- c) **Service Charge:** The bidder(s) must quote the service charge in percentage in figures as well as in words. 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.
- d) **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.
- e) Contractor should submit the copy of quarterly EPF/ESIC return along with the bank challan with the bill.

3. **Relaxation in Turnover and Experience:**

- a. Relaxation in Turnover and Experience will be given to verified MSE and Start-up subject to meeting other technical requirement and quality as per Govt. Policy. The decision of Director, CSIR-AMPRI in this regard will be final.
- b. 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.

4. **Replacement of the Manpower:** 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. 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. In case the performance of any of manpower provided by contractor are not upto the marks/ satisfactorily then the same should be replaced.

5. **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. The GST deposited challan has to be attached with the monthly bill.

6. **Age Limit:** The contractor should deploy properly trained workers for aforementioned services who are below the age of 60 years.

7. **Biometric Attendance and Register:**

-

- a. 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.
- b. Biometric Machine has to be installed by the contractor at the main gate for marking attendance of all the contract manpower deployed by the contractor.
- c. 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.

8. **General Terms and Conditions:**

- a) 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.
- b) 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.
- c) The contractor will have to carry out the instructions regarding contract workers provided by the Institute from time to time.
- d) The contractor shall ensure his presence at a short notice when required by CSIR-AMPRI, Bhopal
- e) No residential accommodation will be provided to the contract workers.
- f) 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.
- g) 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.
- h) 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.
- i) The contractor should implement all the provisions laid down in various act's/Labour Legislation which are applicable to the awarded work.
- j) 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.
- k) 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
- l) 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.
- m) 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.
- n) The contractor shall not sublet this contract or any part thereof to any other party.
- o) 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

PRI.

- p) The contractor must sign each paper and submit with Technical Bid of their offer in token of his accepting terms & conditions of Tender document.
- q) Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected
- r) 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
- s) 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.
- t) Any case filed by the worker(s) is to be contested by the contractor.
- u) 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.

9. Head/Branch Office at Bhopal & Appointment of Supervisor.

- a. The Contractor not having Head/Branch office at Bhopal have to open full functioning office (Branch) at the Bhopal within one month in the event of the award of the contract.
- b. A full time supervisor/site manager has to be deployed for better coordination and overall supervision of the work.
- c. The contractor has to deploy fulltime supervisor at his own cost to supervise the contract.

10. Agreement & Contract Duration:

- a. Initially the Contract duration shall be for a term of Two years which can be extended on mutual consent of both the parties. The decision of Director, CSIR-AMPRI, Bhopal shall be final in this regards
- b. 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. 500/- stamp paper which will be provided by contractors at his own cost.

11. Integrity Pact:

- a. For this bid the all the participating firm has to compulsory sign the Integrity Pact documents and upload with the technical bid. During technical evaluation if

unsigned/no copy of integrity pact is received then that firm bid will be outright rejected and will not be considered for further evaluation. Further during representation also that firm bid will not be considered.

- b. The format of the Integrity Pact has been attached in the relevant column on the GeM portal along with the details of Independent External Monitor nominated by CSIR.

12. Award of Contract:-

- a. The Director CSIR- AMPRI Bhopal will award the contract to the successful evaluated Service Provider whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- b. In case the rates quoted in financial bid by the service provider are found same the L-1 will be decided by the Competent Authority through Gem Selection Method (Select L-1) and the outcome by this system will be fully honoured and binding on the firm taking part in the bid.
- c. The successful Service Provider will be required to execute a agreement within in 21 days from the date of issue of Letter of Award as per the service level agreement of CSIR on a Rs. 500 stamp paper. The stamp paper will be provided by the firm at his own cost.
- d. The offers/bids which are not in consonance of Minimum Wages Act and any other Labour laws will be treated as invalid.

13. OBLIGATION OF THE SERVICE PROVIDER:

The Service Provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Service Provider shall submit copies of acknowledgments evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise. The Service Provider shall also comply with all applicable statutory liabilities such as labour laws etc.

14. Dispute Resolution

- A. 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.
- B. 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.
- C. Subject to the aforesaid provisions, the arbitration and 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

15. FORCE MAJEURE : If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as s

soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or fifteen days, whichever is more, either party may at its option terminate the contract.

16. Right to accept any Bid or reject any or all Bids and termination of the Contract:-

- a) The Director CSIR- AMPRI Bhopal is not bound to accept the lowest or any bid and may at any time terminate the tendering process without assigning any reason.
- b) The Director CSIR- AMPRI Bhopal may terminate the contract if it is found that the Service Provider is black listed during last 3 years by the any of the Govt. Departments/Institutions/ Autonomous bodies/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- c) The Director CSIR- AMPRI Bhopal may terminate the contract in the event the successful Service Provider fails to furnish the Security Deposit/Performance Security or fails to execute the agreement within 21 Days from issue of the work order.
- d) 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.
- e) 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.
- f) Canvassing in connection with the tenders is strictly prohibited and the tenderer who resorts to canvassing will be liable for rejection on that ground alone.
- g) The Director, CSIR-AMPRI, Bhopal reserves the right to accept or reject any Tender without assigning any reasons.
- h) Conditional tender(s)/Bid(s) are liable to be rejected.

44. Details of Annexure:

- a. **Annexure-A** ----- **Scope of Services**
- b. **Annexure-B** ----- **Integrity Pact and IEM details**
- c. **Annexure-C** ----- **CSIR Agreement Format (Special SLA-available in A TC).**
- 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** ----- **Blacklisting and Financial Standing Declaration**

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.
2. The contractors had to provide experienced outsource manpower (Highly Skilled, 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 & driver to run Vehicle (Car).
3. Beside above works outsource manpower's will be required for guest house and canteen for cooking and caretaker.
4. The outsource manpower provided by contractor will be deployed as per the requirement of the Institute.
5. The tentative requirement of manpower in different category required are given below:
 1. Highly Skilled Category: 03 Manpower
 2. Skilled Manpower : 77 Manpower
 3. Semiskilled Manpower : 00
 4. Unskilled Manpower : 02 Manpower

The number of actual manpower to be deployed can varies (increase/decrease) at the time of award of contract to the L-1 firm.

6. **Category of Outsource Manpower/Nature of Manpower to be supplied by Contractor:** :

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 a worker to assume full responsibility for the judgment or decision involved in the execution of the task.
7. **Dress and ID card to the outsourced manpower:**

The required dress and ID card to be provided by Service provider at his own cost/out of his profit to the deployed outsourced manpower are as follow:

- a. The Service Provider will have to provide two sets of uniforms (Shirts-Pants for Male & Salwar-kurtis /Sarees for Female along with shoes/sandal) with company name and logo.
- b. ID card to all the outsourced staff members.

8. **Biometric Attendance Machine:** The firm to whom the work shall be awarded has to install Biometric machine for the daily attendance of all the outsourced manpower and a daily attendance register at the Main Security gate of this office.

Note: The bidder should take note of the above scope of work and items to be provided before quoting service charge since all the materials has to be provided by the bidder from his/own profit.

Signature & Seal of Contractor

ANNEXURE-B

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 w

ork 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.

ect. Further, the contractor shall immediately replace the particular persons 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

d 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 f

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 Contractor 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. -----

Annexure-D

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 shall be liable to be rejection of bid and no further communication will be entertained.

Sr .No.	Document to be uploaded with bids documents	Details / Number of the documents uploaded (page No. of each documents must be mentioned)
1.	Registered Name of firm/Agency	
2.	Head/Branch office Addresses in Bhopal with Contact Details and E-mail In case the firm who donot have Head/ Brach Office in Bhopal they have to open a branch office and appoint a fulltime Manager for overall supervision and surprise check.	
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.	
5.	Labour Registration certificate/LIN No. under Contract Labour (R&A) Act, 1970 along with LIN No.	
6.	GST Registration Certificate No.	
7.	Copy of previous 03 Financial Year's Income Tax Return (2023-24, 2022-23 & 2021-22) To be enclosed	
8.	Valid Employee Provident Fund Registration number.	
9.	Valid ESIC Registration No.	

10.	Experience/work completion Certificate to be enclosed issued by Concern Office/ Dept. / Organization (To be enclosed) as per NIT	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.
11.	Copy of Balance Sheet or Turn over duly certified by Chartered Accountant of last 03 Financial years 2023-24, 2022-23 & 2021-22) To be enclosed)	
12.	Current Solvency Certificate issued by a Nationalized/Scheduled Bank. To be enclosed. Not to be older than six months from the date of publication of tender.	The value of solvency should be not below 100 Lakh. . In case it is below 100 lakhs then such Bid will be outright rejected.
13.	Integrity Pact Certificate (To be downloaded and self attested copy must be uploaded)	See Integrity Pact in Bid Document and Annexure-B
14.	Bid Security declaration form (See Annexure-E)	
15.	Self Certificate for non - black listing by any Organization / Office during last 03 years -To be enclosed	See Annexure-II

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, Bid Security/Performance Security Deposit can be forfeited and necessary action can be taken against my/our firm as per rules.

Note: The Integrity pact must be signed by the bidder and attached with the technical qualification documents. In case it has not been signed and attached with the technical bid then bid of that bidder will be outright rejected and will not be considered even during representation.

(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)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-

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

Blacklisting/Financial standing D E C L A R A T I O N

(On company's letter head/pad)

{NIT No. **AMPRI/GEN/MED/2024**}

I/We, M/s. _____ do hereby solemnly affirm and declare as under:

1. That my/our firm is not black-listed / debarred / suspended / terminated by any Govt . Organization during the last 03 years.
2. That my/our firm have not been convicted by any court of law in any matter and no case pending r elated to tendered services.
3. The firm is not under any Liquidation, Court receivership or similar proceedings and not bankrupt.

(Signature of the bidder)

Name and Address (with seal)

Date: //...../...../2024

19. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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---