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CSIR-NATIONAL METALLURGICAL LABORATORY
(Council of Scientific & Industrial Research)
JAMSHEDPUR- 831 007.



**CONTRACT DOCUMENTS
FOR THE WORK**

Annual Contract for Cleaning Garbage removal work of NML Housing Area at Agrico, Tuiladungri, Pipeline and C. H. Area for the year 2017-2018

SIGNATURE OF THE CONTRACTOR WITH DATE AND SEAL

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CSIR-NATIONAL METALLURGICAL LABORATORY
(Council of Scientific & Industrial Research)
JAMSHEDPUR- 831 007.



ENGINEERING DIVISION

NOTICE INVITING TENDERS

Ref. No. NML/ENG./WSM/NIT/09 (08)/2017-2018 Date:06.09.2017

Name of work : Annual Contract for Cleaning and Garbage removal work of NML Housing Area at Agrico, Tuiladungri, Pipeline and C. H. Area for the year 2017-2018.
(No. NML/ENG./WSM/Annual Contract for Cleaning work (Tuiladungri, Pipeline and C. H. Area)/2017-18)

Tender Paper Submitted by : _____

Estimated Cost : Rs. 26,46,159.00

Earnest Money : Rs. 52,930.00

Tender Amount : Rs.

Earnest Money : D.D.No. _____ Date _____ Amount _____

Date of opening of tender : 19.09.2017

Please note that:

- (1) As per NIT, the documents required in envelope-1 should be complete in all respect, failing which bid will be rejected.
- (2) Unsigned tender will be rejected. Signature should be at all the required places.
- (3) Tender received after the due date and time will not be considered.
- (4) Tender will be submitted in sealed cover which shall contain two separate sealed envelopes marked as envelope-1 & envelope-2.
- (5) Earnest Money in the shape of Demand Draft payable to Director, CSIR-NML to be submitted in the envelope marked as envelope-1.
- (6) Particulars of tender to be filled-in & submitted with the tender in the envelope marked as envelope-2.
- (7) The rates are to be written both in figure and words.
- (8) Name of the work and the due date must always be written neatly on the cover otherwise the tender will be liable for rejection.

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COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH

NOTICE INVITING TENDERS

Sealed Tenders are hereby invited for the work of "Annual Contract for Cleaning and Garbage removal work of NML Housing Area at Agrico, Tuiladungri, Pipeline and C. H. Area for the year 2017-2018." from the contractors working with CPWD, PWD, MES, Railways, Semi-Government Organization, Public Sector Undertakings, Tata Groups or those who have worked for CSIR or its laboratories/Institutes and have successfully carried out minimum **one/two/three** similar work of amounting 80%/50%/40% value of estimated cost i.e., Rs.21,16,930.00/Rs.13,23,100.00/Rs.10,58,500.00 respectively or above in a single contract during last seven years. The tenderers are required to produce proof of fulfilling the conditions GST registration certificate, ESI & EPF Registration Certificate, PAN card and Banker's Certificate issued within last 1 year from NIT date, Valid electrical license (for electrical works) while submitting of eligibility criteria in Envelope-I.

2. Estimated Cost is **Rs. 26,46,159.00 (Rupees Twenty-Six Lakhs Forty-Six Thousand One Hundred Fifty-Nine only)**.
3. Time for carrying out the work will be **Twelve Months** and the date of commencement shall be reckoned from the tenth day of issue of award letter.
4. Complete Contract documents to be complied by the tenderer; whose tender may be accepted can be seen at the office of Engineering Division at NML, Jamshedpur.
5. The tender shall not be issued physically. The interested and eligible contractors are to download the complete tender/contract document from NML Website i.e. www.nmlindia.org. Tenderers should submit Rs 500/- (Rupees Five Hundred Only) in DD in favour of Director, CSIR-NML (non-refundable) for tender cost.
6. Tenders should be submitted in double sealed covers super scribed with the name of the work, date and time of opening written both on the inner and outer envelopes. This will be received **upto 15.00 Hrs. on 19.09.2017** and will be opened at **15.30 P.M. on the same day in the office of Engineering Division at NML, Jamshedpur**. Tenders should be dropped in the tender box placed at **NML Main Gate** before the closing date and time indicated. In case these are sent by post these should be sent by Regd. Post/Speed post addressed to the Director, NML, Jamshedpur. Tenderers are to ensure that they post the tender well in advance so as to reach before the closing time and date indicated.
7. The Earnest Money amounting of Rs. 52,930.00 (Rupees Fifty Two Thousand Nine Hundred Thirty only) as demand draft or pay order of a schedule bank and drawn in favour of Director, CSIR-NML should accompany the tender.
8. The Employer does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
9. Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
10. The tenderer shall not be permitted to tender for works in the concerned unit of CSIR in which a relative is posted in the grade between Controller of Administration and Junior Engineer, (both inclusive). He shall also intimate the names of persons who are working with him in any capacity of subsequently employed by him and who are relatives as mentioned above.

NOTE: A person shall be deemed to be relative of another if, and only if, (a) they are members of Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to the other in the following manner: Father, Mother (including step mother), Son (including step son), Son's wife, Daughter (including step daughter), Father's father, Son's son, Son's son's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sister's husband.

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11. Tender submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work; validity beyond 90 days from the date of opening shall be by mutual consent.
 12. The tenderer shall quote rates both in figures and words. He shall also workout the amount for each item of work and write in both figures and words. On check if there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed:
 - (i) When there is a difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the tenderer shall be taken as correct.
 - (ii) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, the rate quoted by the tenderer in words shall be taken as correct.
 - (iii) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
 13. The tenderer should see drawings and in case of doubt obtain required particulars, which may in any way influence his tender from the Engineer as no claim whatsoever will be entertained for any alleged ignorance thereof.
 14. Before tendering, the tenderer shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locality including stacking of materials, installation of tools and plants (T&P) etc., conditions affecting accommodations and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.
 15. Earnest Money will be forfeited if the contractor fails to commence the work as per letter of award.
 16. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations, and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate the same should be brought out separately in the covering letter and submitted along with the tender.
 17. Some of the provisions of General Conditions of Contract are given below. Interpretation however shall be as given in the General Condition of Contract.
 - (a) DEFECT LIABILITY PERIOD: Twelve months from the date of completion as certified by the Employer. **(Modified as per CSIR File No- 17/167/93 – Engg dated:- 05.02.1997)**
 - (b) MINIMUM VALUE OF WORK FOR THE INTERMEDIATE CERTIFICATE: **Rs.2,20,513.00 (Rupees Two Lakhs Twenty Thousand Five Hundred Thirteen Only)**. Intermediate Certificate for a lesser amount can be admitted for payment at the discretion of the Engineer.
 - (c) SECURITY DEPOSIT: Security deposit shall be deducted from the running bills at 10% of the gross value of work done and measured inclusive of Earnest Money subject to a maximum of Rs. 5.00 lakhs(Rupees five lakhs only).
 - (d) COMPENSATION: Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of the whole work as shown in the agreement, for every week that the work remains uncommenced or unfinished or due quantity of work remains incomplete after the proper dates. Compensation to be paid shall not exceed ten per cent of the estimated cost of the work as shown in the agreement.

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ARTICLES OF AGREEMENT

This AGREEMENT made on this day of BETWEEN the Council of Scientific and Industrial Research, New Delhi, a Society registered under the Societies Registration Act and having its office at "Anusandhan Bhawan", Rafi Marg, New Delhi (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

and

hereinafter referred to as the contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the CSIR is desirous of giving a job contract for providing the "_____ " at National Metallurgical Laboratory, Jamshedpur which is a constituent unit of CSIR (hereinafter referred to as Lab./Instt.) and whereas the contractor has offered to provide the _____ on the terms and conditions hereinafter stated.

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

WHEREAS the NML CSIR has agreed to award the contract of work of _____ hereinafter mentioned as work assigned details of which are given at Annexure-A

AND WHEREAS the contractor has agreed & deposited to National Metallurgical Laboratory, Jamshedpur a security deposit of Rs _____.

In witness whereof the parties hereto have signed there present on the day, month and year herein above written.

For and on behalf of the contractor _____ For and on behalf of Employer _____

In the presence of

(1).....(2).....

In the presence of

(1).....(2).....

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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 shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned the contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director of the Lab./Instt. or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Director of the Lab./Instt. for further streamlining their system. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Director of the Lab./Instt. or the officer designated by the Director in this respect from time to time.
3. That the Director of the Lab./Instt. or any other person authorised 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 up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Lab./Instt./CSIR in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the Lab./Instt./CSIR 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 Lab.
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 Lab./Instt./CSIR. For the purpose of proper identification of the employees of the contractor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.

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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 his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of contract 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, 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 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 fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the CSIR shall be entitled to recover any of the such losses of expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's monthly payments.
7. That the contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorised officers of CSIR/Lab./Instt.
8. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the Lab./Instt/CSIR and shall on demand furnish copies of wages register/muster roll, etc. to the Lab./Instt. For having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of CSIR in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly 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 Lab./Instt. In their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount 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.

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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 recognised 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 filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director of the Lab./Instt. a sum as may be claimed by Lab./Instt./CSIR.
 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 Lab./Instt. and ensure that no such person shall create any disruption/hindrance/problem of any nature in Lab./Instt. 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 indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the contractor to CSIR on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.
 16. The contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

C. NML/CSIR'S OBLIGATIONS

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid on monthly basis. Such payment shall be made by the 10th day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by Lab./Instt. in this regard.
2. That the aforesaid lump sum/quoted amount has been agreed to be paid by CSIR to the contractor.

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3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR to the contractor.
 4. That the CSIR/Lab./Instt. 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 his services are not to the entire satisfaction of officer authorised by the Director of the Lab in this behalf, a penalty leading to a deduction upto a 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 12 months. This contract 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 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 Lab./Instt.
 - (iii) Losses suffered by NML due to lapses on the part of the contractor and his personnel.

(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 sole arbitration to DGCSIR or his nominee.

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2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The Arbitrator may give interim award (s) and/or directions, as may be required.
4. 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.

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CSIR-NATIONAL METALLURGICAL LABORATORY
JAMSHEDPUR – 831 007.
ENGINEERING DIVISION



Sub : BOQ

Name of work: Annual contract for Cleaning and Garbage removal work of NML Housing area at Agrico, Tuiladungari, Pipe Line and C.H. Area for the year 2017-2018.

Item No.	Description of work	Quantity	Unit	Rate (Rs)	Amount (Rs.)
1	<p>Cleaning of all areas</p> <p>(a) Comprising of drains, roads, allay, lawns, playgrounds including surrounding area of Main gate, garbage bin chutes of all buildings, security gomuti, floors and surroundings of all buildings on a daily basis. The work shall also entail cleaning of other than general services, uprooting of bushes, plants, brickbats, garbage and removal of same to the dumping areas outside NML campus. Frequency for agrico & Tuiladungri - Daily one time on all days except sunday and national holidays. Frequency As and when required in all days except sunday and national holidays.</p> <p>(b) Cleaning of choked sewer line with bamboo and other accessories as and when required including removal of muck, rubbish etc. from manholes and disposal of same to dumping area outside NML campus. Frequency As and when required in all days except sunday and national holidays.</p> <p>(c) Cleaning of choked gully trap, p-traps, WC with vacuum cleaner or as directed when required including removal of muck , rubbish etc from manholes and disposal of the same to dumping area outside NML campus. Frequency As and when required in all days except sunday and national holidays.</p> <p>(d) Cleaning of cobweb in stair case. Frequency As and when required in all days except sunday and national holidays.</p> <p>(e) Cleaning of roof including stair case of all multistoried building & chajja, at all heights of all buildings including multistoried buildings including removal of vegetation, if any as per specific direction only. Frequency Once in a week except sunday and national holidays.</p>	12 months	per month		

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Sub : BOQ

Name of work: Annual contract for Cleaning and Garbage removal work of NML Housing area at Agrico, Tuiladungari, Pipe Line and C.H. Area for the year 2017-2018.

Item No.	Description of work	Quantity	Unit	Rate (Rs)	Amount (Rs.)
	(f) Grass Cutting will be done by powered hand bush cutter (02 nos.) in Housing Colony Agrico, Housing Complex Tuiladungari, Pipe Line and C.H. Area. Frequency Twice in a month except sunday and national holidays.				
	(g) It is desire that the contractor will engage 12 nos. of labour per day exclusive for this item of work and make necessary arrangement for tools and other accessories needed such as ladders etc.				
	(h) Daily sweeping cleaning and removal of cobwebs from the dispensaries , club house and site office including washing of floors , toilet with phenyl and cleaning all urinals , W.C, sinks, wash basin etc. Frequency Daily one time and when required except sunday and national holidays.				
	Note: (1) Clean should continue 6 days per week and no payment will be done for partial work done.				
	(2) Deduction will be made for non deployment or partial development of powered hand bush cutter as indicated in BOQ @ Rs 4000/- per month for each.				
2	Gardening & horticulture work inside campass with watering to plant, digging, cutting & leveling of grass at Ground, park, road side and other area. (Rate to be quoted on monthly basis). Two labour (mali) should be engaged exclusively for this item of work.)	12 month	per month		
3(a)	Supplying and spreading of approved quality bleaching powder in places as and when required and directed.	1000.00	Kg		
3(b)	Supplying and spreading of approved quality Carbollic Acid in places as and when required and directed.	50.00	kg		

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Name of work: Annual contract for Cleaning and Garbage removal work of NML Housing area at Agrico, Tuiladungari, Pipe Line and C.H. Area for the year 2017-2018.

Item No.	Description of work	Quantity	Unit	Rate (Rs)	Amount (Rs.)
4	Cleaning of overhead water tank by dewatering and then brushing the inside fully, cleaning the floor of reservoirs with soft brush/ hair brush and then cleaning the inside of the tank properly with fresh water.				
	(a) Upto 1000 liter	1212.00	Each		
	(b) Above 1000 liter and upto 20000	148.00	Each		
	(c) Above 20000 liter and upto 50000	16.00	Each		
5	Cleaning of ground & underground reservoir by dewatering and then brushing the inside fully, cleaning the floor with bleaching powder with soft brush/ hair brush and then cleaning the inside of the tank properly with fresh water. Near MS Flats and old D type.	8.00	Each		
6	Additional Man days unseen work as and when required (to be executed with exclusive instruction.)	60.00	Each		
				Grand Total =	