

CSIR-NORTH- EAST INSTITUTE OF SCIENCE AND TECHNOLOGY

सूचना का अधिकार RIGHT TO INFORMATION

Jorhat -785 006, Assam. An ISO 9001: 2008 Certified Organization

NOTICE INVITING TENDERS

NO. D-15013/2/16-Gen

Separate sealed offers are invited from reputed Registered Contractors holding valid license under Contract Labour (Regulation & Abolition) Act 1970 for providing 4 Nos. of Unskilled Workers at CSIR-NEIST Branch Laboratory, Itanagar, A.P (BLIT) having experience of executing such type of work in any Govt. (Central/State), Semi-Govt.Public SectorUndertakings, CSIR Labs./Instts. The tender papers with detailed terms and conditions may be obtained from the office of the Section Officer (G) on payment of Rs.500.00 (Rupees Five hundred only) (Non refundable) in Cash counter of the Institute on working days from the date of publication of the Advertisement till 29.01.2016. In case tender papers are downloaded from website, an amount of Rs. 500.00 (Rupees five hundred only) (Non-refundable) to be paid by Demand Draft drawn in favour of Director, CSIR-NEIST, Jorhat along with the tender towards the cost of tender papers without which tender will be invalid. The sealed offer accompanied by Earnest Money Deposit of Rs.5,800/ for 4 Nos Unskilled Workers at CSIR-NEIST Branch Laboratory, Itanagar, A.P (BLIT), in the form of A/C payee Demand Draft from scheduled Bank drawn in favour of the Director, CSIR-North-East Institute of Science and Technology(CSIR-NEIST), Jorhat, Assam payable at Jorhat in a separate envelope duly super scribed OR e-payment directly to the NEIST Bank Account (Bank details (1) Name of the Bank – State Bank of India (2) Branch - RRL Jorhat Branch (3) Place - Jorhat (4) IFSC Code SBIN0005604 (5) MICR Code - 785002007 (6) NEIST Account - DIRECTOR, NEIST (7) Account No. 00000030266871392 and submit the proof of the deposit to be received on or before 01.02.2016 upto 01.00 P.M. in the Security Office at Gate No.2, CSIR-NEIST, Jorhat and shall be opened on the same day at 3.00 p.m. in presence of the Tenderers, if any. However, in case of any unavoidable circumstances, the opening of tenders may deferred to a later date with information to the tenderers. The Director, North East Institute of Science and Technology, Jorhat reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons there of.

> -Sd/-ADMINISTRATIVE OFFICER

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Separate sealed offers are invited from reputed Registered Contractors possessing license under Contract Labour (Regulation & Abolition) Act, 1970 for Providing 4 Nos Unskilled Workers at CSIR-NEIST Branch Laboratory, Itanagar, A.P (BLIT) having experience of executing such type of work in any Govt.(Central/State), Semi Govt. Public Sector Undertakings, CSIR Labs/Instts. Last date of submission of tender is 01.02.2016 upto 01.00 p.m. and tenders will be opened on the same day at 3.00 p.m. For details of NIT, please refer website of NEIST, Jorhat http://www.neist.res.in Tender papers/documents may be downloaded from the web-site OR the Tender papers with detailed terms and conditions may be obtained from the office of the Section Officer (G) on payment of Rs. 500.00 (Rupees Five Hundred only) (Non-refundable) in cash counter of the Institute on working days from the date of publication of the Advertisement till 29.01.2016. In case tender papers are downloaded from web-site, an amount of Rs.500.00 (Rupees five hundred only) (Non-refundable) to be paid by Demand draft drawn in favour of Director, CSIR-**NEIST.** Jorhat along with each of the tenders towards the cost of tender papers without which tenders will be invalid.

ADMINISTRATIVE OFFICER

SUMMARY SHEET - GENERAL TERMS & CONDITIONS

The Tenderer should deposit EMD of Rs.5,800/- for providing 4 Nos Unskilled Workers at CSIR-NEIST Branch Laboratory, Itanagar, A.P (BLIT) in the form of Demand Draft of Scheduled Bank drawn in favour of Director, CSIR-NEIST, Jorhat along with the tender which will be refunded to the unsuccessful bidder. The Tenders will be received upto 01.00 P.M. on 01/02/2016 and will be opened on the same day at 3.00 P.M. in presence of bidders, if any. However, the date of opening of tender may defer in case of unavoidable situation and the same will be intimated to the tenderer. The successful bidder must deposit Rs.29,400/- as a Security Money for providing 4 Nos Unskilled Workers at CSIR-NEIST Branch Laboratory, Itanagar, A.P (BLIT) in the form of A/C payee Demand Draft drawn in favour of Director, CSIR-NEIST,Jorhat on receipt of work order, along with the copy of Agreement.

GENERAL TERMS AND CONDITIONS:

- 1. The duration of the contract for providing 4 Nos Unskilled Workers at CSIR-NEIST Branch Laboratory, Itanagar, A.P (BLIT) for a period of 02(two) years from the date of commencement of work which may be extended for a further period of 01 (one) year on the same rates, terms and conditions depending upon the satisfactory performance and approval of the competent authority. The contract can also be terminated prematurely without payment of any compensation whatsoever other than the dues under the agreement by serving one month's written notice to do so. The Director, CSIR-North-East Institute of Science & Technology, Jorhat will have the sole discretion to extend or terminate the contract at any time without assigning any reason.
- 2. The tenderer must ensure that wages to the workers against the contract should not be less than the minimum wages as per the minimum wages Act. 1948 amended from time to time. Payment of wages to the workers must be disbursed in presence of NEIST's representative(s) latest by **7**th **day** of the subsequent month without waiting for his bill to be cleared/paid by the Laboratory. However, the contractor shall ensure that all his workers are paid by e-payment after the completion of the first quarter. No payment in cash shall be made by the contractor to his workers engaged for the above mentioned work after 03 months of the start of work.
- 3. The persons employed through the Contractor for all purposes are the employees of the Contractor and shall have no right or claim towards employment and other benefits from CSIR. The persons provided by the Contractor should be physically fit and healthy and preferably below the age of 50 years.
- 4. That the contractor/tenderer shall submit details such as, names, parentage, residential address, age etc. of the persons provided by him in the premises of the Lab./Instt./CSIR for the purpose of proper identification of the employees of the contractor engaged for Unskilled Workers at CSIR-NEIST, Branch Laboratory, Itanagar. Identity cards bearing their photographs/identification, etc. should be issued to all contract workers deployed at CSIR-NEIST, Branch,Itanagar while on duty. That the Uniforms supplied by the Contractor at his own cost to the persons deployed for this work shall include shirt, pant, Gum Boots, Rain Coats, Hand Gloves, Goggles, Protective equipments during work etc.Tools for work such as

Grass cutting machine, hoe (kudal), sickle (kanchi), shovel (belcha), fork hoe (kata kur), dao etc. shall be provided by the contractor.

- 5. The contractor should obtain a valid license under the Contract Labour(R&A) Act. 1970. The contractor shall also maintain all statutory records as may be required from time to time under the said Act. and furnish the same for verification by the Employer/Labour Authority as and when required. He shall have a valid license before commencement of work, and continue to have the same till completion of the contract. The Contractor shall also abide by the provisions of the child Labour (Prohibition and Regulation) Act. 1986.
- 6. That the contractor shall at his own cost, take necessary insurance cover in respect of the workers provided by him and such insurance 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 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expenses arising out from the non compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the CSIR shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
- 7. That the Contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at CSIR Lab./Instt. And in their respective names before submitting the bill for the subsequent month. The amount should be deposited individually and should not be mixed up with any other contract. The reimbursement shall be as per actual deposits of amount. In case, the Contractor fails to do so the amount towards ESI & EPF contribution will be withheld till submission of required documents.
- 8. It should be ensured that no worker deployed by earlier Contractor at NEIST Itanagar, Branch is re-deployed and to submit an undertaking to the effect that no worker deployed by earlier contractor is re-deployed
- 9. 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 furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they 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.

- 10. The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR.
- 11. The workers deployed by the contractor should possess identity card certified by proper signatory of CSIR-NEIST, BLIT Itanagar, A.P. Attested photographs (2 nos.) of the workers shall be submitted to CSIR-NEIST for identification at the time of disbursement of wages which must be witnessed by the Scientist In-charge, CSIR-NEIST, BLIT, Itanagar, A.P.
- 12. At any time during the continuation of the contract, if it is observed that the contractor is not complying with the provisions of the contract or other provisions of various Labour and other Acts applicable, the contract may be terminated by the Director, CSIR-North-East Institute of Science and Technology, Jorhat by giving one month notice.
- 13. The contractor shall give the permanent Income Tax number for deduction of Income Tax at the prevailing rate on the total value of payment to be deposited with Income Tax Department, Jorhat.
- 14. The contract agreement shall have to be executed within 07 (seven) days from the date of issue of the work order before commencement of the work.
- 15. The Director, CSIR-NEIST, Jorhat does not bind himself to accept the lowest tender or any tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reasons and the tenderer shall be bound to comply with the same at the rates quoted.
- 16. Canvassing in any forms in connection with the tender is prohibited and the tenders submitted by the contractor(s) who resort to canvassing are liable for rejection.
- 17. Tenders 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.
- 18. The tenderer shall quote rate both in figures and words. He shall also work out the amount for each item of work and write in both figures and words on check if there are any difference 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 the amount of an item is not worked out by the tenderer or if does not corresponds with the rate written either in figures or in word, the rates quoted by the tenderer in words shall be taken as correct.
- ii) When the rate quoted by the tenderer in figures and in words tallied but the amount is not worked out correctly, the rate quoted by the tenderer shall be taken as correct and not the amount.
- 19. The tenderer should see the area/location and no claim whatsoever will be entertained for any alleged ignorance thereof.

- 20. The Security money will be forfeited if the contractor fails to execute the agreement as per the letter of award.
- 21. Except writing rates and amount the tenderer should not write any conditions or make any charges, additions alterations and modifications in the tender which may result in cancellation of the tender. Tenderers who are desirous to offer rebate, the same should be brought out separately in the covering letter and submitted along with the tender.
- 22. The tender should be submitted in a sealed cover superscribed with the name of the works NIT, date and time of opening written on the envelope and the draft for EMD only separate envelope with the same information superscribed on the top of the envelope. The tenders will be received upto **1.00 p.m.** of **01/02/.2016** and will be opened at **3.00 p.m.** on the same day in the Administrative Block, CSIR-NEIST, Jorhat. Tender should be dropped in the tender box kept in Security Office at Gate No.2, CSIR-NEIST, Jorhat meant form Administration 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 Administrative Officer, CSIR-NEIST, Jorhat 785006, Assam. The tenderers are to ensure that they post the tender well in advance so as to reach before the closing date and time indicated. Delay in receipt of tender due to postal delay will not be entertained.
- 23. The Tenderer shall declare in writing that neither he/she nor any of them are in any way related to any Technical Officer or any officer of the rank of the Under Secy. or above in the Council or in the Laboratory/Instt. where the work is to be carried out.
- 24. The Contractor/Bidder should certify that there are no any legal proceedings/disputes against him in any court of law and the Contractor or his agency is not black listed either by Central Govt., State Govt. or by any public/private organization.
- 25. Income tax or any other statutory/mandatory tax in respect of this contract will be deducted from the contractor's bill and remitted to the appropriate authority.
- 26. Tenderers should submit the details of their registrations, particulars of evidence of supplying Personnel to any organizations earlier.
- 27. Tender which do not fulfil all or any of the above conditions or are incomplete in any respect are liable to be rejected.
- 28. The personnel so deployed under this contract through the contractor cannot claim regularization and other benefits of pay and allowances from CSIR.
- 29. Tenderers must submit satisfactory work completion certificate of the contract carried out at NEIST if any.
- 30. The bidders must submit the **Registration Certificate** (Photocopy) along with the Tender, without which tenders will be **invalid**.

CSIR- NORTH EAST INSTITUTE OF SCIENCE AND TECHNOLOGY JORHAT::ASSAM

TENDER FOR THE WORK: Providing 4 Nos Unskilled Workers at CSIR-NEIST Branch Laboratory, Itanagarl, A.P (BLIT)

EARNEST MONEY DEPOSIT INFORMATION

Earnest Money for Rs.	(Rupees
) deposited in the form of
Demand Draft No.	dated
drawn on _	in favour of
Director, CSIR- North-East Institute Signature of the Tenderer	e of Science and Technology , Jorhat 785006.
Date:	

CSIR-NORTH EAST INSTITUTE OF SCIENCE AND TECHNOLOGY JORHAT::ASSAM

NAME OF THE WORK - Providing 4 Nos Unskilled Workers at CSIR-NEIST Branch Laboratory, Itanagar, A.P (BLIT)

CHECK LIST

Sl.No. Description Pages

- 1. Cover Page
- 2. Contents
- 3. Appendix Summary Sheet and General Terms & conditions and N.I.T.
- 4. EMD:
- 5. Schedule of Rates
- 6. Schedule of work done by the Contractor

Signature of the tenderer.

NAME OF THE WORK – Providing 4 Nos of Unskilled Workers at CSIR-NEIST Branch Laboratory, Itanagar, A.P (BLIT)

SCHEDULE OF RATES

	PARTICULARS	Amount (in Rs.)
1	Wages of Contract workers per person(per day)	As per the prescribed min. Wages by the Central/State Govt. (which ever is higher)
2	Administrative charge in fixed lump sum per person per month for managing statutory obligations (Please do not quote in percentage)	
	Total Amo	ount
Total amount (in words)		
Note # Statutory taxes like "Service Tax" which will be deducted from the Total Payable as per existing instructions on the subject and any amount will be reimbursed to the Contractor only when the Paid Voucher of the same accompanies the Bill. # Income Tax will be deducted as per prevailing rate from the Total Payable amount of the Contractor. # The Contractor shall be responsible for depositing all statutory liabilities like		
	PF,ESI and they shall be reimbursed on actual upo	
	ame of the Contractor	
S	ignature of the contractor	
D	ate	

SCHEDULE OF WORK DONE BY THE CONTRACTOR

(The Contractor shall fill this and enclose it with original copy of tender)

- 1. Name of the Contractor -
- 2. Firm Name -
- 3. The Telephone No.(Official)
- 4. Official address -
- 5. Residential address -

If the firm limited - Yes/No. -

Give the name and address of the Partners - Name Address

- a)
- b)
- c)
- d)

Partnership deed during the

Bankers power of attorney Please enclose with tender

M/s.

Enclose attested copy/

Original power of attorney

SCHEDULE OF WORK DONE BY THE CONTRACTOR

(Give list of the works completed satisfactorily in last 5 years equivalent to or more than

the amount for which tender is being submitted by the Contractor)

SI.No. Name of the work Location/ Name of the Value of Place Organisation Contract Annual

umac

1.

2.

3.

4.

5.

6.

7. 8

9.

10

List of work done, certificate for satisfactory completion of works given above enclosed.

Signature of the Tenderer.

Name & address of persons holding
Power of attorney
Name
Address
Specimen signature of persons
Holding power of attorney

IF THE ORGANISATION REGISTERED UNDER CENTRAL LABOUR ACT (IF YES GIVE THE FULL PARTICULARS)

- a) Registered with -
- b) Registration No. -
- c) Finance and other limit upto which registered
- d) Bank guarantee etc. in detail -
- e) Registered for deployment of -

Signature of the Tenderer

Copies to be endorsed with tender document

- 1. Registration with Central Labour Commissioner of the jurisdiction
- 2. ESI Registration
- 3. EPF Registration
- 4. Service-Tax Registration
- 5. PAN Card Copy
- 6. Copy of past experience
- 7. Order copy of present work