



## **CSIR-CENTRAL INSTITUTE OF MINING & FUEL RESEARCH**

HQ. at BARWA ROAD, DHANBAD 826015, JHARKHAND

### **TENDER DOCUMENT**

Tender No. CIMFR/W&S/Sampling/ Bilaspur/17, Dated : 26/12/2016

**Coal Sample Preparation and allied office, laboratory and other jobs  
at CSIR-CIMFR Regional Centre, BILASPUR, Chhatisgarh**

TOTAL NO. OF PAGES : 19

SIGNATURE OF THE DESIGNATED OFFICER

S E A L

To,

Date:- / /2017

The Director  
CSIR-Central Institute of Mining and Fuel Research  
Barwa Road,  
P.O+Dist.- Dhanbad  
Jharkhand-826015,

Ref: Notice Inviting Tender No. CIMFR/W&S/Sampling/ Bilaspur/17 Dated: 26/12/2016

Sir,

I/We hereby submit my/our Tender for executing job \_\_\_\_\_ against the above NIT in prescribed Performa marked ANNEXURES.

I/we certify that the quoted rates will remain valid for a contract period depending upon the performance of the Contractor. The contract will start from the date of commencement of the Contract/Agreement and in no case, I/We demand any increase of rate of Service Charge, on any ground except enhancement of minimum wages of Labourers as per order by GOI. The terms and conditions as detailed in the 'Instructions to Tenderers' are unconditionally acceptable to me/us. Demand Draft/Bankers Cheque No..... dated.../...../2017 drawn on State Bank of India, only for Rs...1,10,000/= (Rupees One Lakh Ten Thousands only) in favour of 'Director, CSIR-CIMFR' payable at State Bank of India, Hirapur branch (Code no. 1670), Dhanbad towards earnest money should be put in a separate sealed envelope **Superscripted with the name of the work and EMD for the same, address of firm** along with tender bid in another separate sealed envelope and both envelopes can be kept in one bigger sealed cover should be submitted.. (No Cheque will be accepted.)

Yours faithfully,

Signature of the Tenderer

Dated:

Seal :

Name :

Position:

Address:

Enclosure:

1. Demand Draft No..... dated / /2017 for Rs 1,10,000/=
2. ANNEXURE duly filled, signed and stamped,
3. Affidavit(Annexure-III) on Non-Judicial Stamp,
4. Instruction to Tenderers duly signed and stamped
5. A copy of Registration Certificate of the contractor
6. Other Credentials.

## CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH



Hq. at Barwa Road, P.O+Dist -Dhanbad, Jharkhand, Pin-826015

### NOTICE INVITING TENDER

No. CIMFR/W&S/Sampling/Bilaspur/17

Date: 26.12.2016

Sealed tenders in two parts (Part A – Technical & Commercial and EMD, Part – B Price bid, in separate sealed covers) in duplicate are invited for the job mentioned below in the table, from licensed/registered experience contractors having (a) knowledge of below mentioned job (b) satisfactorily two similar completed works for the value of 50% OR Three similar works each of value 40% OR One work of value 80% of the estimated cost during the last seven years, as mentioned below, in a Govt./Semi-Govt. organization Or in CSIR Labs/Instt. Or in Tata Groups of company, for award of the following jobs at CIMFR, under job contract. The date of commencement of the job shall be reckoned from the tenth day of issue of award letter. Estimated cost is based on present rate of worker as on October, 2016 as per circular of Govt. of India. The contract will be valid for a period of one year initially, which may be extended further for a period of another one year or curtailed at the discretion of Competent Authority depending upon the performance of the contractor.

Description of job	Estimated Cost in Rs.	EMD in Rs.	Cost of Tender document
<u>CIMFR (Bilaspur Centre)</u> Sample preparation and allied office, laboratory jobs A) Preparation and processing of coal samples, bulk ROM samples, HGI samples as per BIS prescribed methods and other allied jobs. B) Sweeping, cleaning and up keeping of office and estate and maintenance of garden. C) Other laboratory work viz. assistance to analytical work, computer data entry, assistance to maintenance work etc.	54,37,446/=	1,10,000/=	1,000/=

Last date of Submission of sealed Tender Documents : **16/01/2017** upto 3.00 pm.

Date & Time of opening of Techno-Commercial Bid : **16/01/2017** at 3.30 pm

The following conditions will also be applicable:

1. Any contractor(s) blacklisted by erstwhile CMRI/CFRI or any CSIR laboratories or any PSU/Govt. organization/Semi-Govt. organization shall not be eligible to participate in the bid.
2. The details in this regard are available in the Tender Documents which will also form a part of this NIT.
3. The Sealed Tenders should be submitted in two parts Techno-commercial bid along with **Tender Cost through SBI collect having link available on website of Institute [www.cimfr.nic.in](http://www.cimfr.nic.in)** and EMD (Part-A) and Price Bid (Part-B) in two separate sealed envelope, superscripted with the name of Job, Date, Part No. and time of opening written on the envelope of Part A along with the Tender Number, EMD and in other sealed cover superscripted with the name of job, Part No. on the envelope of Part B which shall be received in the room no. 3 of Administration, at Administrative Block, CSIR-CIMFR, Barwa Road, Dhanbad, Jharkhand, Pin- 826 015. Both the bids should be kept in another separate sealed envelope. Each envelope containing Techno-commercial Bid and Financial/Price Bid should be clearly superscripted.
4. Tenders should be dropped in the Tender Box before the closing date and time indicated above. In case, these are sent by speed/Registered post, addressed to Administrative Officer, CSIR-CIMFR, Barwa Road, Dhanbad, Jharkhand Pin-826015. Tenderers have to ensure that they post the Tender well in advance so as to reach before the closing time and date as indicated.
5. The contractor should clearly mention all the statutory provisions and payments like minimum wages as per Govt. of India notification, EPF, ESI, while quoting the rates. Without keeping the statutory provisions in quoting the rates and not mentioning in their filled Tender Documents will lead to cancellation of quotation.
6. 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.
7. Overwriting in any part of the Tender Document is prohibited.
8. Late/delayed Tenders shall be rejected out-rightly.
9. The Conditional tenders and/or tenders without Earnest Money Deposit will be rejected outright. The Director, CIMFR reserves the right to reject any or all the tenders without assigning any reason or whatsoever.

**Administrative Officer  
CSIR-CIMFR, Dhanbad**

## **CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH**

### **Bilaspur Regional Centre, Bilaspur, Chhatisgarh**

**TERMS AND CONDITIONS OF TENDER FOR SELECTION OF AN AGENCY FOR Job contract for Sampling and allied work at office establishment & its peripheral premises & allied works at CSIR-CIMFR, HQ , Barwa Road, Dhanbad.**

#### **1.0 DEFINITIONS: In this Contract :-**

- (a) “CSIR-CIMFR” means CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH, DHANBAD.
- (b) “TENDER” means and includes those persons or firm or company, who have submitted valid tender and includes their authorized representative and person, who can lawfully represent the tenderer.
- (c) “Competent Authority” means Director, CSIR-CIMFR or a committee of CSIR-CIMFR empowered under delegation of power and includes a nominee.
- (d) “Contractor” means the “Successful Tenderer” whose Tender has been accepted and on whom work – order has been placed.
- (e) “Contract” means the invitation to tender, instruction to Tenderer, general terms & conditions, special terms and conditions, acceptance of tender. Tenders, work order. Contract Agreement together with amendments, modifications, additions, substitutions, if any.
- (f) “Contract Price” means the sum named in the work order, subject to such additions, there to or deduction there from as may be made under the provisions of contract.
- (g) “Approved” means approved in writing including subsequent written confirmation of previous verbal approval and approval means approval in writing.
- (h) “Employer” means the Contractor.
- (i) “Employee” means a workman/labour employed by a Contractor.
- (j) “Duration of Contract” means the period stipulated in the Contract or work order or such extended period if any by written communication after which the contract shall come to an end.

#### **2.0 EXECUTION OF CONTRACT:**

2.1 The Contractor shall commence the execution of job Contract. Work Order within the period named in the Contract and shall proceed with expedition and without delay, except as may be expressly sanctioned or ordered by department.

2.2 Subject to any extension or requirement in the contract as to completion of work, the whole of the job shall be completed within the time stated in the contract.

2.3 From commencement to the completion of the contract and so long the work order is in force, the contract shall take responsibility in case any damage, loss or injury is caused to any person or property of CSIR-CIMFR, the Contractor shall be liable for damage by his activity in course of any operation carried out by him/her for the purpose of complying with his/her obligation under the Contract.

### 3.0 **OBJECTIVE:**

3.1 CSIR-CIMFR would like to engage a contractor of repute to execute the job contract. Details of work are mentioned in Annexure– IV.

### 4.0 **SCOPE OF WORK:**

4.1 Manpower needed for Sampling and allied work, sweeping & cleaning of roads, open spaces, incl. disposal of rubbishes, removal of garbage, cleaning of drains, cleaning of outlet pipes, up-rooting of unwanted bushes and as and when required, surface dressing, removal of rubbish and shifting outside the periphery of campus, data entry, preparation of reports etc as detailed in Annexure-IV.

### 5.0 **INSTRUCTION TO THE TENDERERS:**

5.1 **Techno-Commercial Bid (Part-A):** comprises the Xerox copies of the following signed documents along with the signed tender bid:

- i) Copy of PAN Card,
- ii) Copy of Income Tax Return
- iii) Copy of 26AS, for last three financial years,
- iv) Copy of Allotment of EPF number
- v) Copy of Allotment of ESI number
- vi) Copy of Service Tax Registration number,
- vii) Copy of Service Tax Return for last two financial years,
- viii) Copy of work order and their work completion certificate of similar work, as sought,
- ix) Original DD of EMD, amounting of Rs. 1,10,000/- in separate envelope,
- x) Filled and Signed Annexure-I,
- xi) Affidavit as in Annexure-II,
- xii) Declaration as in Annexure- III,
- xiii) Power of attorney to sign the tender documents and to conduct negotiation on behalf of the firm/company or ID proof of owner/partner of the firm.

**N.B:** The tender document can also be downloaded from website : [www.cimfr.nic.in](http://www.cimfr.nic.in) and the same will be accepted along with the tender document fee of Rs. 1000/- (Rupees One Thousand only) as mentioned above through **SBI collect, online payment system**, having link on CIMFR official website and receipt thus generated should be enclosed, with the Tender Document under submission. Offers received through FAX/e-mail/Telegram will be summarily rejected. The **last date for submission of Sealed Tender is 16.01.2017 by 3.00 pm.**

And Earnest Money Deposit (EMD) amounting of Rs.1,10,000/= (Rupees One Lakh Ten Thousands Only) in the form of DD/Banker's cheque may be drawn in favour of Director, CIMFR payable at SBI, Hirapur, Dhanbad (Branch code 01670) and should be kept in separate envelope.

**5.2. Price Bid (Financial Bid) (as Part-B)** comprises the following:

**N.B:** Signed financial bid with Annexure-V will be sealed in separate envelope and marked as PART-B. All the envelopes will be put in separate bigger envelope consist of both Part-A & Part-B.

5.3 The agency should quote composite rates of Service Charge applicable to all the sources. These rates should be indicated in Annexure both in figures and words. For this purpose, tenderers should use a photo copy of Annexure, retaining the original intact in the booklet of tender documents.

5.4 Financial bid will be opened only if the committee is satisfied on opening of Techno-commercial bid that the required documents have been submitted and the tenderer (s) is/are fulfilling all the terms and conditions.

5.5 INTENDING TENDRERS MAY OBTAIN ANY CLARIFICATION IN WRITING BEFORE TENDERING. SUBMISSION OF TENDER IMPLIES THAT THE TENDERER HAS UNDERSTOOD ALL THE CLAUSED AND OBTAINED ALL THE REQUIRED CLARIFICATIONS.

5.6 The tenderer is required to sign on all the pages of the tender document. **Over writing in quotations is strictly prohibited.**

**6.0 PROVISIONS OF LABOUR LAW:**

6.1 In respect of all labour directly or indirectly employed for the contract, by the contract, by the contract, the Contractor shall comply with all rules framed from time to time by the Government (Central or state) or other Local authority and registration governing labour for inter-alia the protection of health, sanitary arrangements, wages, welfare and safety of workers. The rules and other statutory obligation in regard to their wages, the welfare measures and safety of labour etc. will also be deemed on the part of the contractor. Besides the contractor shall take responsibility for obtaining necessary labour license from Central /State/Local Authorities as the case may be. The contractor shall also ensure payment of statutory contributions including contribution towards fund, annual bonus. Payment of wages for national holidays with or wages in lieu of leave etc.

6.2 The contractor shall confirm in all respects with the provision of any such statute, ordinance of law as aforesaid and the Rules, Regulations and Bye-laws of any local or other duly constituted authority, which may be applicable to the contracts and with such rules and regulations of Public Bodies as aforesaid and shall keep the Company/firm indemnified against all penalties and liability of every kind for breach of any such statute, Ordinance, Law, Rules, Regulations or Bye-laws.

6.3 The contractor shall abide by the instructions issued by the Principal Employer from time to time in the connection.

6.4 In the event of failing to discharge obligations required to be compiled by the Contractor by or under any statute, the Principal Employer or the Employer will be entitled to rescind the contract at the sole risk and cost of the Contractor and /or recover from him/her, the amount of loss sustained by the Principal Employer on this account.

6.5 The Contractor shall be responsible for the good conduct of his/her employees. All payments to his/her employees/workers are required to be made by the Contractor in the first week of the month and notified in advance as required under statute and in the presence of an authorized representative who shall record in the acquaintance roll under his signature a certificate as a token of having witnessed the payment. The payment must be made to the workers through e-payment mode (NEFT/RTGS/ IMPS).

6.6 The contractor shall maintain the records and registers in respect of workers employed by him/her as required under various Statutes and/or is instructed by the Principal Employer from time to time and shall produce the same for verification on demand from the any Authorities concerned or his/her authorized representative.

#### **7.0 INDEMNITY**

7.1 The contractor shall assume the liabilities for the Principal Employer or Employer and wholly indemnify against all cases of suits, claims, costs, damages, charges and expenses arising out of or in connection with carrying out of the work to which this contract relates whether such cases/suits or claims are brought by the members of public, neighboring owners of any premises or by any other affected party or workmen employed by the contractor on the work by the workmen(s) representative(s).

#### **8.0 DECISIONS/AWARDS:**

8.1 The Contractor shall abide by the decisions/recommendations/awards by the Courts/awards by the Courts/Labour courts/Industrial Tribunal/Wage Board/Commission appointed by the appropriate Government and shall secure implementation from time to time and maintain such relevant records and registers as are to be maintained under these legislation/awards/decisions and produce the same before the authorized agency or representative of the Principal Employer or the Employer as and when required.

#### **9.0 WAGES:**

9.1 The Contractor shall make payment of wages to his/her workers, if any, every month on or before the due date and on a date notified in advance. Wage payment should be made through NEFT/RTGS/IMPS mode and supported by Bank Statement/UTR no. of these transactions.

9.2 The Contractor shall make only those deductions from the Wages of the workers, which are authorized by Law/Rules.

9.3 The Contractor shall offer payment of all statutory dues payable to his/her workers in presence of the representative of the Principal Employer, on the very date of the conclusion of the contract.

9.4 The Contactor shall ensure that all payment of minimum wages including V.D.A, EPF, ESI to the workers, absolving the Principal Employer in all respect.

9.5 Service Tax, if applicable, will be paid extra as applicable on reimbursement basis after submission of challan as a proof.



## **10.0 TOOLS, TACKES AND EQUIPMENT:**

10.1 The contractor is required to provide, tools, tackles, equipment and other consumables/non-consumables required in connection with the execution of his contract during the operation of the contract.

## **11.0 SUPERVISION:**

11.1 The Contractor has to engage his/her own Supervisors for proper supervision of the job/work and to execute job as per the instructions of the concerned department from time to time.

## **12.0 SAFETY:**

12.1 The Contractor shall take all safety precautions and provide adequate supervision in order to do the job safely and without any damage.

12.2 The Contractor will start the work after Agreement for contract and job instructions from the competent authority of the Institute.

12.3 Where there are hazards. The contractors shall ensure that clearance is taken before sending workers in such locations.

12.4 In case of injury to persons, the contractor shall first take the injured person to the nearest health center or Registered Medical Practitioner with statutory forms and also maintain First Aid Box for emergency situation at working site.

12.5 The contractor after preliminary examination of Occupational Health Center may take his injured workmen to his own Doctor with permission from the Doctor at OHC on his risk giving an undertaking to that effect in writing to the Doctor. He will however have to keep department informed about the nature of the injury and the period for which the injured person is off-duty on account of injury and arrange substitute. In no case, the contractors are allowed to make any claim on the Principal Employer or Employer towards the expenditure incurred on this account and on account of provisions made in the preceding clause.

12.6 The contractor shall abide by the provisions of Labour related Act, as applicable to respect states, workmen's compensation Act. Payment of wages Act. Inter-State migrant workmen (RECS) Act, Contract Labour (Regulation and Abolition) Act, Minimum Wages Act, Equal Remuneration Act, Child Labour Act, Maternity Benefit Act, EPF Act, Payment of Bonus Act, Gratuity Act and such other law etc. as may be applicable and the rules framed there under and keep the Company indemnified from any liability under the provisions of the above acts and rules therein.

12.7 The Contractor shall be fully, responsible for accident caused due to his Agent's or workmen's negligence or carelessness in regard to the observance of the Safety requirement in all manner and shall be liable to pay compensation for injuries or deaths with absolutely no liability on the Principal Employer or Employer under workmen compensation act or any other act enacted by Central or State Government.

12.8 The Principal Employer or his/her representative will assess the penalty amount for forced stoppage of work as stated in para having regard to all the circumstances, in particular, the nature are gravity of the violation. After issuing a notice to the Contractor to show why the amount specified therein should not be imposed as penalty and after considering the written cause shown

by the Contractor, if any, the Principal Employer shall pass final order which shall then be final and binding on the Contractor. The penalty amount shall be recovered from any bill and/or EMD/SD of the Contractor without any further reference to him/her.

### 13.0 **TERMINATION :**

13.1 Any unauthorized removal or possessing of any of the Company's properties by the Contractor, its Agent, servants and or employees shall be deemed to be a malpractice. Further, if the contractor or his employee or Agent/representative is found guilty of theft during the course of carrying out of the Contract resulting from the acceptance of his tender, the contract will be terminated without any notice and the Security Deposit will be forfeited without prejudice to any other action which the Company may take under law. Such Contractors are liable to be blacklisted from allotment of work in any other unit of CSIR-CIMFR.

13.2 In case, it is found that the Contractor is not discharging the duties to the satisfaction of the Principal Employer and there is a breach of terms and conditions on part of the contractor, the Principal Employer shall be at liberty to terminate the contract by giving the contractor one month's notice in writing. All expenses incurred by the management in finding out alternative arrangement for execution of the job and execution thereof by new contractor shall be deducted from any amount payable to the contractor or can be recovered from the contractor by any other form. Any advance payment made by the company to the contractor prior to such termination will be refunded by the contractor on termination or else will be adjusted against the Security deposit.

13.3 The Principal Employer reserves the right to terminate the contract in full or part and also to withdraw one or more sources from one party and assign the same to other party at the same rate.

### 14.0 **FORCE MAJEURE:**

14.1 If at any time during the continuance of the contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war/ Civil commotion/sabotage/floods/explosion or act of God, provided notice of happening of any such event with documentary evidence is given by either party to the other within fifteen days from the date of occurrence thereof, neither party shall be by reason of such events, entitled to terminate the contract nor shall either party have any claims for damages against the other in respect of non performance or delay in performance and the work/ job under contract shall resumed after such events has ceased to exist.

If the contract is suspended by the occurrence of the event of force majeure for the period of more than 45 days the subject matter shall be mutually discussed by the Principal Employer and contractor. The decision of the Employer in this regards shall be final and binding on the contractor.

## **General Terms & Conditions for Sampling and other allied work in premises**

(To be signed by the contractor or his/her authorized representative in all the pages as a token of acceptance of the terms and conditions and submitted along with the Tender form):

- 1 The Tenderer should enter the amount quoted by him/her in figure and words in respective columns of the Tender Paper and should sign at the bottom of all the pages of the Tender Paper. The tender is liable to be rejected, in case of **any wrong entry or overwriting**. At the time of submission of Tender, the Earnest money, Price Bid and the Tender documents should be kept in separate sealed envelopes, which should be kept in one bigger sealed envelope. The Tender opening committee will open the Earnest money envelop first and in case this is in order, only then the Tender shall be opened.
- 2 The Sampling and Sub-Sampling work, Cleaning & Sweeping, Maintenance of Garden area and Data entry as required by CIMFR Bilaspur Campus, is detailed in the ANNEXURE IV , attached herewith the Tender Documents.
- 3 The Tendere(s) should write required information on appropriate space of Tender Documents.
- 4 **“The coal sample preparation and allied office, laboratory jobs” as required by CSIR-CIMFR, Regional Centre, Bilaspur is detailed in Annexure-IV** supplied with the tender document of which, sample preparation etc. need to be done, by strictly following BIS guidelines (IS-436, IS-6345, IS-4433 or/and other relevant Indian standards).
- 5 Since the job involves loading, unloading of coal samples, handling of machines for crushing, screening, grinding and related job and data entries in computer, it needs to be supervised by skilled person.
- 6 No child labour practice is allowed and labours and workers deployed, who are aged between 18 (eighteen) years to 50 (fifty) years, on job.
- 7 The amount quoted by the bidder should meet the requirement of Minimum Wages Act, 1948 and other applicable Labour Laws and Acts.
8. The personnel deployed by the contractor for the said job shall be duty bound and they have to wear Identity Cards, issued by the Contractor all the time. Failure to wear the I.D. badges in any reason, whatsoever, will be treated as breach of contract terms and action will be taken as per contract agreement.
9. The contractor should submit Monthly bill along with the details of attendance sheet, wage payment (by RTGS/NEFT mode),copy of Electronic Challan cum Receipt, copy of submission challan of EPF, ESI, Service Tax in triplicate, duly certified by the concerned Officers, for payment **and hand written monthly bills, claimed for reimbursement, will not be accepted.**
10. That the Contractor shall on demand furnish copies of wages register/muster roll, etc. to the Institute for having paid all the dues to the persons deployed by him for the work under the Agreement.
11. The contractor shall have to pay wages to the personnel deployed by him/her in accordance with instructions issued under Minimum Wages Act and other Labour Acts and all other dues under various regulations and other statutory provisions, issued by the concerned Authorities from time to time. The payment on account of enhancement/escalation charges on account of revision in wages by the Govt. of India from time to time, shall be payable by the CSIR-CIMFR to the Contractor.
12. Contractor may facilitate govt. launched pension scheme, insurance scheme for their worker, cost of which will be borne by the workers of contractor after their consent.

13. The character and antecedents of each and every personnel deployed in CIMFR (Bilaspur Campus) should be certified by the firm in writing. The list of all the personnel deployed on job along with their permanent address, recent photographs with signature, UAN must be submitted within 30 (thirty) days from the commencement of the contract, in duplicate.
14. The Tenderers shall have to submit valid document that their Firm is registered or possess license. They shall also have to submit proof of Income Tax up to date in respect of the latest Assessment Year along with the Tender Document.
15. The successful bidders will have to submit valid license regarding engagement of labor for coal sampling and allied jobs from the Asst. labor Commissioner, ministry of Labor, Govt. of India, Bilaspur, upon award of work under the contract within 90 (Ninety) days. He/ She shall also have to satisfy and comply with any statutory requirements such as insurance, income tax deduction etc. and provide documentary evidence to CSIR-CIMFR authorities when asked for.
16. He/she/They shall also have to satisfy and comply with any statutory requirements such as insurance, Income Tax deduction etc. and provide documentary evidence to CIMFR Authorities, when asked for.
17. Income Tax will be deducted from the Contractor's Bill (at Source) as per modification in Income Tax Rule, time to time and rate must be quoted by keeping view of Income Tax rate, as applicable.
18. No accommodation will be provided to the Contractor/persons deployed by the contractor in any reason whatsoever. However, a space for keeping their tools and tackles may be provided if requested on rent basis but cannot be guaranteed.
19. The contractor shall have to enter into a Formal Agreement and the same shall be initially valid for a period of one year, which is extendable or curtailed at the discretion of the Competent Authority, depends upon the need and performance basis. The contractor shall have to abide by the terms and conditions, apart from those given above, which the Competent Authorities decides to enter in the Formal Agreement.
20. The contract agreement can be terminated by giving three months notice from the contractor's side and one month's notice from the CIMFR Authorities side.
21. Tenders along with the enclosures as mentioned in the Tender Paper, in a sealed cover and super scribed "TENDER FOR Sampling and allied jobs work at CSIR-CIMFR Bilaspur Campus" with NIT No. and should be dropped in the TENDER BOX kept in the room no. 3 of Administration, **at Administrative Block, CIMFR, Barwa Road, Dhanbad, Jharkhand**, pin- 826015 after obtaining signature from the officer on or before **3.00 p.m. of 16/01/2017. No late tenders will be accepted on any account whatsoever.**
22. The Management of CIMFR does not bind him/herself to accept the lowest or any tender and reserves to him/herself the right of accepting or rejecting, the whole or any part, of the tender without assigning, any reason thereof and his decision on the Tender, will be final.
23. Since, the job identified as regular in nature for the said period, the successful contractor is expected to comply the applicable provisions of the Rule likes Employees Provident Fund & Miscellaneous Provisions Act, 1952 & Employee State Insurance Act, 1948, without fail.
24. The successful Tenderer shall have to furnish Bank Guarantee from Nationalized Scheduled Bank of the Locality of an amount equal to one month's bill or as required by CIMFR as Security Deposit within 30 days of the commencement of contract or before release of payment against 1<sup>st</sup> Monthly Bill **OR** A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the

sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work.

- 25 The Tenderer shall not be permitted to tender for the work in the concerned unit of CSIR–CIMFR, in which a relative is posted in the grade between Administrative Officer or equivalent or above and Junior Engineer or equivalent (both inclusive). He shall also intimate the names of persons, who are working with him/her in any capacity or subsequently employed by him/her and who are relatives, as mentioned as under.
- 26 The Tenderer should provide Monthly Bills along with consumption certificate of raw materials, if any, duly signed by inspecting official(s) in Triplicate, for payment of the previous month, duly signed by him/her and properly certified by the designated/nominated /authorized Officer of CSIR-CIMFR.
- 27 All disputes arising out of this contract in respect of the personnel deployed by the contractor with regard to their salaries/wages or any other matter connected with their service conditions is solely and wholly the responsibility of the contractor. The CSIR-CIMFR will be free from all encumbrances either from the Govt. or from any other sources.
- 28 The personnel engaged by the contractor are sole employees of the contractor in all circumstances and they have no right to claim for any compensation or regular appointment in CSIR-CIMFR and CSIR-CIMFR doesn't own any responsibility, what so ever either for their absorption/regularization/continuation of engagement explicitly/ implicitly.
- 29 In the event of any dispute/differences arising out of this contract or in connection herewith except as to the matters the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitrator to be appointed by the Director General, CSIR, New Delhi. The award of the arbitrator shall be final and binding on the parties. The venue of the arbitration shall be decided by the arbitrator.
- 30 The number of persons deployed by the contractor on any day shall not be less than what has been mentioned in the NIT and may be checked by any concerned official(s) on the working site randomly on any day.
- 31 The successful bidders will have to submit valid license regarding engagement of labour for coal sampling and allied jobs etc. from the Asst. labor Commissioner, Ministry of Labour, Govt. of India, Bilaspur, upon award of work under the contract, within 90 (Ninety) days. He/She shall also have to satisfy and comply with any statutory requirements such as insurance, income tax deduction etc. and provide documentary evidence to CSIR-CIMFR authorities, when asked for.

The above terms and conditions are acceptable to me/us and I/we shall abide by the decision taken by the Director, CIMFR on this tender.

Signature of the Tenderer

Dated:  
SEAL:

Name :

Position :

Address :

BIO\_-DATA

ANNEXURE-I

1.- Name of the firm :

2. Type/Category of firm (e.g.Propetiership/Partnership) :

3. Address of the firm:

4. Contact number of firm :

5. Email Id of the firm :

6. Registration number of firm :

7. PAN number of firm :

8. EPF Registration number of firm :

9. ESI Registration number of firm :

10. Service Tax Registration Number of firm :

11. Name of Tenderer on behalf of firm :

12. Address of the Tenderer :

13. Mobile number of Tenderer:

14. Address proof the Tenderes ( Voter card/Driving Licence): (attach copy)

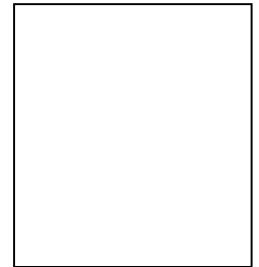


Photo of Tenderer

Signature with date and seal of the tendered

AFFIDAVIT

I/We (Name)

\_\_\_\_\_  
Contractor/Partner/Sole Proprietor (strike out word which is not applicable) of the (name of Firm)

\_\_\_\_\_  
Address

do hereby solemnly affirm and declare that the individual/partnership firm or company is **never blacklisted** by the office of Union or State Government/Semi-Govt/PSU/Autonomous Organization.

**DEPONENT**

Address: \_\_\_\_\_

Verification:

Verified that the contents of above affidavit are true and correct to the best of my knowledge and belief . No part of it is false and nothing has been kept concealed therein.

**DEPONENT**

Place: \_\_\_\_\_

Dated: \_\_\_\_/01 /2017

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner)

**DECLARATION OF RELATIONSHIP**

I/We (Name)

\_\_\_\_\_ who is working as Contractor/ Partner/ Sole Proprietor (**strike out word which is not applicable**) of the (Firm) name \_\_\_\_\_ Address ..... do hereby solemnly affirm and declare that **NO RELATIVE(S)** is/are working in any CSIR Laboratories/Institute or CIMFR, Dhanbad.

**Signature with date and seal of the tendered**

[OR]

I/We (Name)

\_\_\_\_\_ who is working as Contractor/ Partner/ Sole Proprietor (**strike out word which is not applicable**) of the (Firm) do hereby solemnly affirm and declare that Sri/Smt/Dr....., Designation.....at CIMFR, Dhanbad or CSIR employee at ..... Laboratories/Institute located at .....

**Signature with date and seal of the tendered**

**Relative(s) may be the following list person :**

[NOTE : A person shall be deemed to be a relative of another if, and only if,(a) they are members of a Hindu Undivided Family (HUF), 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(s), Grandson'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.]



**ANNEXURE-IV****CSIR-CIMFR Regional Centre, BILASPUR**

Particulars of Job requirement at CSIR-CIMFR Regional Centre, BILASPUR

<b>Sl. No.</b>	<b>Job Description</b>	<b>Mandays/Month (Minimum)</b>	<b>Mandays/Year (Minimum)</b>
1.	Coal sample preparation and allied office, laboratory jobs.		
A.	<p><b>Coal Sampling:</b></p> <p>Sub sampling work for sample preparation up to 72/36/16/6 BS mesh which includes the preparation and labeling of coal samples (Borehole, Overall, Project and Private party samples) as per BIS 436. Preparation of HGI samples, Float &amp; Sink test for borehole coal core and marking thereof. The job includes preparation, labeling, proper storage and retrieval etc. of the samples. Preparation of seam overall coal samples, HGI samples etc. as per standard norms. Bulk sample (ROM) processing, as per BIS 6345. i) Screening of different sizes, ii) Processing and size reduction up to 100, 50, 25, 13mm etc. as per requirement, iii) Float &amp; Sink test (as per required specific gravity), iv) Sample preparation, disposal of samples, up keeping, cleaning and maintenance of sub sampling section (approximately 1300 Sq. meters) including setting/ resetting of core boxes, up keeping of reserve samples etc.</p>	528 (Semi Skilled)	6336 (Semi Skilled)
B.	<p><b>House Keeping &amp; Gardening:</b></p> <p>Sweeping and cleaning of laboratory and office premises, including cleaning of toilets, urinals, drains etc. and dusting of working areas on all days except, Sundays (including cost of material required for the purpose i.e. Broom, phenol, swab dusters, detergent, brushes, shovel, etc.). Upkeep and maintenance of garden, lawn including seasonal plantation and rotational plantation. Plants, seeds and other required materials would be provided by the institute.</p>	192 (Unskilled)	2304 (Unskilled)
C.	<p><b>Other laboratory work and maintenance job:</b></p> <p>Data entry and preparation of analysis report. To assist scientists in analytical work. To assist in electrical/mechanical/civil maintenance and repairing jobs. To assist administrative/ of stores (materials to be supplied by the institute).</p>	240 (Skilled)	2880 (Skilled)

**Note: 1. The quantum of work may increase or decrease as per the requirements of the institute.**

**2. Minimum no. of workers to be engaged by the contractor**

\* For item no. 1A: Semiskilled, 22/Day

\* For item no. 1B: Unskilled, 08/Day

\* For item no. 1C: Skilled, 10/Day

**(Minimum total mandays /Year: Skilled-2880, Semi Skilled-6336, Unskilled-2304)**

**ANNEXURE-V**

**PART-I (Price-bid) ( To be kept in a Separate Envelope)**

(Wage Structure based on the updated rate as on date for required jobs)

**Sampling and allied jobs work at CIMFR, Bilaspur Campus (as per Annexure-IV),  
I/We the Tenderer hereby quote our rate, on the basis of revised rate as follows :-**

The amount quoted needs to be in detail as follows:

Sl No	Types of Work →→→ Details of wages ( per day basis)	Coal Sampling		Sweeping & Cleaning	Garden	Data Entry
		Unskilled	Semi-skilled	Unskilled	Un-skilled	Skilled
1	Basic wages + VDA					
2	EPF					
3	ESI					
4	Service Charges of Contractor sl no. 1 (.....in % also)					
5	<b>Total in Rs. (Sl. No.1+2+3+4)</b>					

**PART-II (Price bid)**

**RATE PER MONTH :-** Annexure-IV(Unskilled): Rs. \_\_\_\_\_

(Semi-skilled) : Rs. \_\_\_\_\_

(Skilled) : Rs. \_\_\_\_\_

**Total Rs. \_\_\_\_\_/= (Rupees \_\_\_\_\_ only).**

N.B.

1. Payment of Bonus will be reimbursed after the payment to the Laborers by contractor once in a year as per applicable provisions of Bonus Act.
2. In addition to this, amount of Service Tax will be reimbursed, as per Govt. of India Rules.
3. Enhancement in minimum wages and other component will be paid as applicable time to time.
4. The Service Charge quoted by the Contractor shouldn't be less than the amount of Income Tax, as applicable. If it is found that the amount of service charges is less than the amount of Income Tax as applicable, the tenders will be rejected.

**Signature with date and seal of the tendered**

**Check List for the Technical Bids of Tender Document**

(Please tick the list of document as submitted with tender Documents)

- 1 Bio-data/Synopsis of firm & Proprietor in a single sheet,
- 2 Copy of PAN Card,
- 3 Copy of Income Tax Return,
- 4 Copy of 26AS for last three financial years,
- 5 Copy of Allotment of EPF number,
- 6 Copy of Allotment of ESI number,
- 7 Copy of Service Tax Registration number,
- 8 Copy of Service Tax Return, for last two financial years,
- 9 Original EMD in separate envelope,
- 10 Submission of duly filled Annexure-II,
- 11 Submission of duly filled Annexure- III,
- 12 Power of attorney to sign the tender documents and to conduct negotiation on behalf of the firm/company, ID proof of owner/partner of the firm.
- 13 Cost of Tender document through SBI collect link available on website of Institute for Rs. 1000/=
- 14 Copy of work order and their work completion certificate, as sought. Relevant Work completion certificate along with copy of work order for Three/Two/One contract amounting to 40% / 50% / 80% of the work value of estimated cost of this job contract respectively.

**Signature with date and seal of the tendered**

**सीएसआईआर – केन्द्रीय खनन एवं ईंधन अनुसंधान संस्थान**

**बरवा रोड, धनबाद, झारखण्ड – 826 015**

**संक्षिप्त निविदा सूचना**

**सं : CIMFR//W&S/ Sampling/ Bilaspur/17**

**दिनांक: 26/12/2016**

सीएसआईआर-सिम्फर, धनबाद विलासपुर स्थित अपनी क्षेत्रीय इकाई में कोयला प्रतिदर्श सज्जीकरण (Sample Preparation) व सम्बन्धी कार्यों, स्वच्छता और अन्य कार्यों के लिए, जिसका विवरण संस्थान के वेबसाइट [www.cimfr.nic.in](http://www.cimfr.nic.in) पर उपलब्ध हैं, अनुभवी ठेकेदारों से दो बोली पद्धति में सील बंद निविदाएँ आमंत्रित करता है। निविदा जमा करने की अंतिम तिथि व निविदा खोलने की तिथि 11/01/2017 हैं,।

**प्रशासन अधिकारी  
सीएसआईआर –सिम्फर**