

सीएसआईआर – केन्द्रीय खनन एवं ईंधन अनुसंधान संस्थान
बरवा रोड धनबाद, झारखण्ड – 826 015

संक्षिप्त निविदा सूचना

सं : CIMFR/W&S/G/DC/19

दिनांक : 28-05-2019

कार्य का नाम : बागवानी

कार्य का स्थान : सीएसआईआर सिम्फर डिगवाडीह परिसर

निविदा प्रपत्र का मूल्य : रुपये 1000/-

अग्र धन राशि : रुपये 56,250/-

कार्य की प्राकल्पित राशि : रुपये 28,12,461/= (वार्षिक)

कार्य की अवधि : एक वर्ष

निविदा डाउनलोड करने की तिथि :-29/05/2019 से 06/06/2019 (कार्यदिवस में)

निविदा जमा करने की अंतिम तिथि व समय : 06/06/2019 दोपहर 2.00 बजे तक

निविदा खुलने की तिथि व समय : 07/06/2019 दोपहर 2.00 बजे

निविदा खुलने का स्थान : सिम्फर,बरवा रोड, धनबाद – 826 015

निविदा का विस्तृत विवरण, नियम व शर्तें संस्थान के वेबसाइट www.cimfr.nic.in एवं <https://etenders.gov.in/eprocure/app> पर उपलब्ध है जिसे डाउन लोड कर भरा जा सकता है.

ह०
प्रशासनिक अधिकारी
सीएसआईआर-सिम्फर, धनबाद

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To,
The Director
Central Institute of Mining and Fuel Research
Barwa Road Campus
P.o.-826015, Dhanbad (Jharkhand)

Date:- 28/05/2019

Ref: Notice Inviting Tender No. CIMFR/W&S/G/DC/19 Dated: 28/05/2019

Sir,

I/We hereby submit my/our Tender for executing job of “Annual maintenance of garden at different location of CSIR-CIMFR Digwadih Campus” against the above NIT in prescribed Performa marked ANNEXURES.

I/we certify that the quoted rates will remain valid for a period of one year initially, which may be extended further for a period of one year or curtailed at the discretion of Competent Authority 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 No..... dated..... drawn on State Bank of India, only for Rs. 56,250.(Rupees Fifty six thousand two hundred fifty only) in favour of ‘Director, CSIR CIMFR’ payable at State Bank of India, Hirapur branch (Code no. 1670) , Dhanbad towards earnest money deposit should be put in a separate sealed envelope **Superscripted with the name of the work and EMD for the same and address of firm should be submitted to A.O./S.O (W&S) before the time of submission of tender.** No Cheque will be accepted.

Yours faithfully,

Signature of the Tenderer

Dated:
Seal :

Name :
Position:
Address:

Enclosure: AS PER TECHNO-COMMERCIAL BID PART A & PART B OF NIT.

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CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH

HQ. Barwa Road

P.O-CMRI, Jharkhand, Pin-826015



NOTICE INVITING TENDER

No. CIMFR/W&S/G/DC/19

Dated: 28/05/2019

E- tenders in two bid system (part-A Technical Bid & EMD and Part –B Price Bid) are invited for the job “**Annual Maintenance of Garden at different location**” at CSIR-CIMFR, Digwadih Campus, Dhanbad mentioned in the table from the contractors having labour license under Contract Labour (R &A) Act,1970 and experience of satisfactorily completed three similar works for the value of 40% i.e. ₹ 1124983/- or two similar work for the value of 60% i.e. ₹ 1687477/-or one work of value of 80% i.e. 2249969/- during the last five years in any of the Public Sector/Govt./Semi Govt. Organizations/Autonomous Body like CSIR and its Laboratories or Institutes. The Contract will be valid for a period of one year initially, which may be extended further for a period of one year or curtailed at the discretion of Competent Authority depending upon the performance of the Contractor.

Sl No	Nature of job	Estimated value of the work Annum(in INR)	Cost of Tender Document (₹)	Earnest Money Deposit (₹)
1.	Annual Maintenance of Garden located at different locations at CSIR-CIMFR, Digwadih Campus	₹. 28,12,461.00	₹. 1,000.00	₹.56,250.00

Tender documents may be downloaded from website of the Institute www.cimfr.nic.in and <https://etenders.gov.in/eprocure/app>

Last date of Submission of E-Tender Documents : 06/06/2019 upto 2.00 pm.

Date of opening of Technical Bid : 07/06/2019 at 2.00 pm

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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. **An Affidavit in this regard may pl. be submitted with technical bid as per Annexure-II.** Further a declaration as per Annexure- II may be furnished and submitted alongwith technical bid regarding non relation/relation with CSIR employee
2. The 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** and EMD (Part-A) and Price Bid (Part-B)
3. The contractor should clearly mention all the statutory provisions and payments like minimum wages, EPF, ESI, GST etc. as per Govt. of India notification, 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.
4. Tender submitted shall remain valid for 90 days from the date of opening. The validity beyond 90 days may extend from the date of opening on mutual consent.
5. Overwriting/white fluid in any part of the Tender Document is prohibited and the same will be rejected.
6. Late/delayed Tenders shall be rejected outrightly.
7. The Conditional tenders and/or tenders without Earnest Money Deposit will be rejected outright. EMD should be deposited physically to A.O./S.O.(W&S) before the time of submission of quotation. The Director, CIMFR reserves the right to reject any or all the tenders without assigning any reason or whatsoever.

Note : The intending bidders are advised to contact HOS, Sanitation & Gardening Section for the locations and other details of work before applying for/submitting their quotations.

**Administrative Officer
CSIR-CIMFR, Dhanbad**

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CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH

Barwa Road Campus

P.O-CMRI (Jharkhand) Pin-826 015

TERMS AND CONDITIONS OF TENDER FOR SELECTION OF AN AGENCY FOR Annual Maintenance of Garden located at different locations at CSIR-CIMFR, Digwadih Campus.

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.

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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 is mentioned in Annexure– I.

4.0 **SCOPE OF WORK:**

4.1 Manpower needed for Gardening, Preparation of seasonal and permanent flower beds, supplying & spraying of insecticides with the help of spraying machine, Trimming of hedge edge and ornamental plants, watering of planted sapling as per soil and climate conditions etc. as mentioned in Annexure-I.

5.0 **INSTRUCTION TO THE TENDERERS:**

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

- i) Self-attested Copy of PAN Card,
- ii) Self-attested Copy of labour license issued by the Central Labour department under Contract Labour (R &A),1970 Act
- iii) Self-attested Copy of Registration Number of firm under Company Act/relevant Local Body
- iv) Self-attested Copy of Allotment of EPF number
- v) Self-attested Copy of Allotment of ESI number
- vi) Self-attested Copy of GST Registration number,
- vii) Self-attested copy of form 26AS for last three financial years.
- viii) Self-attested Copy of Income Tax Return for the last three financial years.
- ix) Self-attested Copy of Relevant Work completion certificate along with copy of work order for three similar work for the value of 40% i.e. ₹ 11,24,985/- or two work for the value of 60% i.e. ₹ 16,87,477/-or one work of value of 80% i.e. 22,49,969/- during the last five years in any Public Sector/Govt./Semi govt. organizations/Autonomous Body like CSIR and its Laboratories or Institute.

- x) Original DD towards EMD amounting to Rs. 56,250/- in separate envelop. Name of firm or proprietor/owner must be incorporated on DD as applicant.
- 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 if required or ID proof of owner/partner of the firm.

N.B: The cost of tender paper (non-refundable) which is ₹1000/- (Rupees one thousand only) in favour of Director, CIMFR payable through SBI collect and Earnest Money Deposit amounting of ₹ 56250/- (Rupees fifty six thousand two hundred fifty only) in the form of DD may be drawn in favour of Director, CSIR 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 in Annexure- IV should be uploaded through online.

5.3 The agency should quote rates as indicated in Annexure- IV both in figures and words.

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

5.5 Management of CSIR-CIMFR reserves the right to add or delete any source as per requirement at any time.

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

5.7 The tenderer is required to sign on all the pages of the tender document. **Overwriting/Cutting in quotations, conditional tenders and late/delayed tender will not be accepted.**

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6.0 **PROVISIONS OF LABOUR LAW:**

6.1 In respect of all labour directly or indirectly employed for 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 as per GOI rule.

6.2 The contractor shall conform 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 this connection.

6.4 In the event of failing to discharge obligations required to be complied 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 following month completed through the Bank Account of every individual in Nationalize bank. The Contractor shall submit the bank statement/ UTR No. after making the payment of wage through e-payment mode (NEFT/RTGS/ IMPS) along with his monthly bill for reimbursement.

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.

6.7 The personnel engaged by the contractor are sole employees of the contractor and they have no right to claim any compensation or regular appointment in CIMFR (CSIR) and CIMFR (CSIR) does not own any responsibility what so ever either for their absorption/regularization/continuation of engagement explicitly/ implicitly.

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 only those deductions from the Wages of the workers which are applicable as per applicable GOI notification time to time.

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

9.3 GST, as applicable, will be reimbursed subject to production challan thereof.

10.0 **TOOLS, TACKES AND EQUIPMENT:**

10.1 The contractor is required to provide, tools, tackles, equipment required in this connection with the execution of his contract during the operation of the contract. This office will provide consumable materials in case non availability of consumable materials the contractor shall manage the same and claim this amount as per actual in the monthly bill.

11.0 **SUPERVISION :**

11.1 The Contractor has to engage his own Supervisors for proper supervision of the job 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 contractor shall ensure that clearance has been 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 and arrange substitute for the same. He shall maintain First Aid Box for emergency situation at working site

12.5 In no case, the contractors or injured person 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, 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 any 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 12.8 having regard to all the circumstances, in particular, the nature are gravity of the violation. After issuing a notice to the Contractor to show cause 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/Employer and there is a breach of terms and conditions on part of the contractor, the 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 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.

15.0 **SUB-CONTRACTING:**

Sub-contracting is not allowed in case of Sub-contracting the tender will be cancelled and EMD will be forfeited.

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General Terms & Conditions for Annual Maintenance of Garden located at different locations at CSIR-CIMFR, Digwadih Campus.

(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(s) should write required information on appropriate space of Tender Documents. The tender is liable to be rejected, in case of any wrong entry or overwriting.
2. The amount quoted by the bidder should meet the requirement of Minimum Wages Act, 1948 and other applicable Labour Laws and Acts. The wages should not be less than the wages fixed by GOI during the time of work.
3. The detailed scope of the work as required by CIMFR Digwadih Campus is detailed in the ANNEXURE-I of the Tender Documents.
4. No child labour practice is allowed. Labours aged between 18 (eighteen) to 50 (fifty) years only should be deployed on job.
5. The job has to be supervised with semi-skilled persons.
6. The personnel's deployed by the contractor for the said job shall be duty bound and they have to wear the proper dress, as specified by CIMFR-DC Sanitation & Gardening section, shoes, caps and hand gloves during the duty hour and there will be supplied to the concern by the contractor at their own cost. They will also wear Identity Cards, issued by the Contractor all the time. Failure to wear mentioned items in any reason, whatsoever, will be treated as breach of contract terms and action will be taken as per contract agreement.
7. The contractor should submit Monthly bill along with the details of wage payment (by RTGS/NEFT mode), copy of Electronic Challan cum Receipt, copy of submission challan of EPF, ESI, GST (as applicable) in triplicate, duly certified by the concerned Officers, for payment.
8. 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
9. 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 rules and regulations and other statutory provisions, issued by the concerned Authorities from time to time. The payment enhancement/escalation charges on account of revision in wages by Govt. of India from time to time shall be payable by the CSIR-CIMFR to the Contractor.
10. Contractor may facilitate govt. launched pension scheme, insurance scheme for their worker as per GOI notification time to time, cost of which will be borne by the workers of contractor after their consent.

11. The character and antecedents of each and every personnel deployed in CIMFR, Digwadih Campus, Dhanbad should be certified by the firm in writing. The list of all the personnel along with their permanent address, recent photographs with signature and UAN must be submitted within 15 (fifteen) days from the commencement of the contract in duplicate.
12. The successful Tenderer will have to submit valid license regarding engagement of labourers for Gardening from the Dy. Regional Labour Commissioner, Ministry of Labour, Govt. of India, Dhanbad after award of Work under the contract within 30 (thirty) days if applicable.
13. He/she will 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.
14. Income Tax will be deducted from the Contractor's Bill (at Source) as per modification in Income Tax Rule time to time.
15. 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.
16. 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 depending upon 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.
17. The contract agreement can be terminated by giving three months' notice from the contractor's side and one month's notice from the CIMFR side.
18. The Management of CIMFR is not bound to accept the lowest or any tender and reserves to 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.
19. 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 like Employees Provident Fund & Miscellaneous Provisions Act, 1952 & Employee State Insurance Act, 1948, without fail.
20. The contractor shall be required to deposit an equal amount of 10% of the annual award value i.e. ₹ 2,81,246/- (Rupees Two lakh eighty one thousand two hundred forty six only) of the contract as performance security in the form of Bank Guarantee from Nationalized Bank within 15 days of the commence of contract.
21. No one will be permitted to tender for the work in the concerned unit of CSIR (CIMFR) whose relative is posted in the grade between Administrative Officer or equivalent or above and Junior Engineer or equivalent, (both inclusive).
22. The Tenderer will submit Monthly Bills along with consumption certificate of raw materials, duly signed by concerned official(s) of the department in Triplicate, for payment.

23. 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.
24. 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.
25. In the event of any dispute/differences arising out of this contract shall be referred to the sole arbitrator to be appointed by the DG, CSIR, New Delhi. The decision of the arbitrator shall be final and binding on the parties. The venue of the arbitration shall be decided by the arbitrator.
26. The number of persons deployed by the contractor on any day shall not be less than that of mentioned in the NIT and may be checked by any concerned official(s) on the working site randomly on any day.

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:

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ANNEXURE-IA

Annual maintenance/upkeep of CIMFR (Digwadih Campus) Garden, Guest house, Around Greenhouse area, back of admin, colony (parks if required) as per items mentioned below for preparation and maintenance of garden including spraying of related materials such as fertilizer, insecticides and plants including seeds etc. as per site. The materials are included with this estimate as per time to time requirement at site.

Descriptions of Works of Garden

1. Preparation of seasonal and permanent flower beds.
2. Maintenance & renovation of office garden/Guest House lawn/other places of colony premises.
3. Eradication of weeds and inter-culture timely.
4. Supplying & spraying of insecticides/ fungicides/ germicides with the help of spraying machine etc. as and when needed as per instruction of HOS.
5. Plot filling and care of post with plants to aesthetic look.
6. Trimming of hedge edge and ornamental plants.
7. Proper care of permanent flowering shrub, Climbers and plants.
8. Watering of planted sapling every day as per soil and climate conditions.
9. Digging of pits of specified size for tree plantation in CIMFR (Digwadih Campus) as & when require.
10. Special care of Rose plant throughout the year.
11. Preservation of mother plant of dahlia, chrysanthemum and gladiolus bulb, for further propagation.
12. Plantation and proper care of winter, summer and rainy seasons, flowering plants.
13. To increase plants shuffling using methods of propagation (cutting, budding, grafting and layering etc.)
14. Care of cactus and repotting on early basis, raising of small cacti garden.
15. Care of total garden including Guest House, Dispensary, in front of Library,/ PIO department and other areas in the Colony/ Institute campus in tip-top condition throughout the year.
16. Supplying of extra plant and seeds as and when needed as per direction of HOS.

Note:

1. Before submitting the tender papers, the tenderers should inspect the site/location, Nature of work, working condition and movement of labourers etc. No claim **what so ever will be entertained for any alleged ignorance or otherwise under any** circumstances after the award of the contract.
2. Contractor is required to supply man-days, tools, tackles & equipment etc. for specific work as above and will be responsible for any loss due to negligence after engaging manpower or non-availability of manpower. So contractor or his representative should be available for prompt action.
3. Quantum of work may increase or decrease as per the requirements of the Institute. The monthly bill will be considered for actual no. of man-days engaged daily for a month.

Name and signature
with date and seal of the tenderers

CSIR Touching Lives

ANNEXURE-IB

Consumable Materials for one year:

<u>S.No.</u>	<u>Name of Materials</u>	<u>Quantity</u>	<u>Rate ₹</u>	<u>Amount ₹</u>
1.	Cow Dung	20 Tractor		
2.	DAP	10 Bag		
3.	Urea	6 Bag		
4.	Nim Khali	300Kg		
5.	Sarisha Khali	200Kg		
6.	Potash	200Kg		
7.	Cost of Seasonal Plant			
I.	Rose(Medium)	100Nos.		
II.	Rose(High Range)	100Nos.		
III.	Dalia(Small)	500Nos.		
IV.	Dalia(Big)	500 Nos.		
V.	Petunia	200Nos.		
VI.	Zinnia	200Nos.		
VII.	Cabbage Flower	100Nos.		
VIII.	Calendula	100Nos.		
IX.	Marrigold(good quality)	500Nos.		
X.	Antinium	500Nos.		
XI.	Chandramalika	400Nos.		
XII.	Sono ball Chandramallika	200Nos.		
XIII.	Dandus	300Nos.		
XIV.	Panaji	200Nos.		
XV.	Heromix	600Nos.		
XVI.	Gladiys	200Nos.		
8.	Pesticide & insecticide	20Kg.		

9.	Show Plants			
	A. Small	100Nos.		
	B. Big	100Nos		
10.	Cemented Pots			
	Small	100Nos.		
	Big	50Nos.		
	Small(Earthen)	100Nos.		
11.	Painting of pots	300Sqm.		
12.	Repairing & Maintenance of flower grid	250Sqm.		
13.	Maintenance of palm tree and other by white washing etc. in 26 th Jan. and 15 th Aug.	300Sqm.		
14.	Total Per Year (Sl no. 1 to 13)			



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ANNEXURE-II

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: ____/____/2019

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

ANNEXURE-III

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 tenderer

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

Price-Bid PART -B

Name of the Job- Annual Maintenance of Garden located at different locations at CSIR CIMFR Digwadih Campus .

I/We the Tenderer hereby quote our monthly and yearly rate on the basis of minimum wage for Gardening as notified by Ministry of Labour & Employment, Govt. of India in the month March 2019. The rate quoted below is for 16 (un-skilled) and 03(Semi-skilled) man-days per day for 26 working days in a month consisting of Basic + VDA, EPF, ESI etc.as applicable as on date: -

1. Labour Cost (one year)

Sl. No.	Wage particulars	Unskilled worker(P)	Semi-skilled worker(q)
1	Basic+VDA	339	373
2	EPF@13.15%	44.57	49.04
3	ESIC@4.75%	16.10	17.71
4	Bonus@8.33%(Restricted to Rs. 7000/- per year	28.23	31.07
5	Contractors profit@ on Basic+VDA In figure -----% In word-----percent	Value in figure- Rs.-----/- in word- Rupees -----only	Value in figure- Rs.-----/- in word- Rupees ----- --only
6	Total per day(1+2+3+4+5)	in figure- Rs.-----/- in word- Rupees -----only	in figure- Rs.-----/- in word- Rupees ----- --only

A) Wages of 16 Unskilled worker per month(26 days per month)=26x16xSl no. 6(P)=

In figure- Rs. -----/-

In word – Rupees-----only.

B) Wages of 3 Semi-skilled worker per month(26 days per month) =26x3xSl. no.6(q) =

In figure- Rs. -----/-

In word – Rupees-----only.

C) Total per month = A + B=

In figure- Rs. -----/-

In word – Rupees-----only.

Total per year labour cost= 12xC=

In figure- Rs. -----/-

In word – Rupees-----only.

Signature with date and seal of the tendered



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