

# CSIR-National Environmental Engineering Research Institute

Nehru Marg, Nagpur – 440 020

(Council of Scientific & Industrial Research)

Tender No. EBGD/Gen/Tender/23

23/02/2023

## **Notice Inviting E-Tender(Through CPP Portal)**

CSIR-National Environmental Engineering Research Institute (CSIR-NEERI), Nagpur a constituent unit of Council of Scientific & Industrial Research an Autonomous Organization under the Ministry of Science & Technology, Govt.of India is a premier R&D laboratory of international repute in the area of Environmental Engineering invites E-tenders through CPP Portal from reputed and experienced firms/agencies for providing Semi-skilled labor supply for 3000 mandays, in twelve months period during the year 2023-24, for fieldworks at Highway plantation site. The Bidding firms may submit their bid through CPP Portal in two bid format i.e. Technical Bid & Financial Bid as per details below :-

Name of Work	Tender Document Fees	EMD	Period of Contract	Estimated value of contract in Rs.
Semi-skilled labor supply for 3000 mandays, in twelve months period during the year 2023-24, for fieldworks at Highway plantation site.	Nil	*Rs. 32,640/-	2023-2024	Rs. 16.32 Lac inclusive of GST (for 12 months)

\*Exemption for the agencies having MSME Certificate.

Any corrigendum to this tender will be notified through the aforesaid website only. If the date of opening of tender happens to be holiday, the tender will be opened on the next working day.

The Director, CSIR-NEERI reserves the right to reject any or all tenders received in part or in full without assigning any reason thereof.

Sd/-

**Administrative Officer**

**For & on behalf of Director, CSIR-NEERI**

(A) **Mandatory Requirements :-**

The contractors/agencies must meet the following mandatory requirements :-

1. Registration under shops & establishment Act.
2. Registration with EPF, ESI, GST, Prof. Tax authorities.
3. Registration with Regional Labour Commissioner (Central / State) preferably with Nagpur RLC as per provision of Contract Labour (Regulation & Abolition) Act 1970.
4. Valid Income Tax returns filed with concerned IT Office for the last 3 Financial Years 2019-20, 2020-2021 & 2021-2022.
5. Clientele list along with address and contact numbers with the performance certificate for similar jobs during last 3 years 2020, 2021 & 2022.
6. Annual Turnover Rs.8.16 Lakhs or more. Attach Audited Balance Sheet by Chartered Accountant for the last 3 Financial years 2020, 2021 & 2022.
7. 3 years experience in providing Semi-skilled labour supply for plantation services to Govt. Establishment/Public Sector undertaking/R&D Institution/ CSIR or it's National Laboratories/autonomous bodies etc.
8. Certificate of Incorporation under Company Act, if applicable.
9. Copy of PAN/TAN.

(B) Attach the documents in support of above requirements (1 to 9).

(C) The Agency shall furnish details of any legal suit/ legal action/ blacklisting/ Fine/Penalties imposed, Pending cases especially with regard to any violation in the PF Act, ESI Act, Labour Laws, Income Tax or any other during the period of contract with details etc. An affidavit affirmed to this effect on stamp paper of Rs.100/- duly attested by a notary, needs to be submitted. The affidavit needs to be provided even if there is no pending legal proceeding.

(D) Successful bidder will have to furnish Account Payee Demand Draft/Fixed Deposit Receipt/ Insurance Surety Bond @10% of total approved value of contract for 18 months from date of award of contract as security deposit for non-compliance of any of the conditions of the assignment at the time of executing the agreement from a Commercial /Nationalized Bank at Nagpur Branch drawn in favour of Director, CSIR-NEERI, Nagpur.

## Scope of Work

**Tender for Outsourcing the jobs/activities for supply of Semi-skilled labor** for 3000 mandays, in twelve months period during the year 2023-24, for fieldworks at Highway plantation site.

### Scope of Work for Supply of Labour

- 1) Supplier will provide labors for total 3000 mandays, during twelve months period in the year 2023-2024, at the project site on NH7 between 'Jam' to 'Hinganghat' of Wardha District, Maharashtra State.
- 2) The labours will be deployed along 15 kms of CSIR-NEERI plantation site to execute different works.
- 3) Number of labors required per day or month is not fixed. During some period requirement of labour will be more or less depending on work requirements.
- 4) Number of labours required in a date will be informed to the agency before two days. No absence of labours in the booked date will be entertained. All the communication will be verbal.
- 5) Nature of work will be manual and supervisory as per instructions of CSIR-NEERI project staff/Project Leader. The nature of works are as follows :-
  - Soil hoeing, saucer making and earthwork around the plants for irrigation, fertilizer application and pest management.
  - Undergrowth grass and weeds cutting manually or using machine.
  - Operate bore well pumps located along the project site.
  - Protect plantation from cattle nuisance, theft and fire incidence.
  - Assistance to Project Staff for environmental data collection.
- 6) Labors should be below 50 years of age fit for manual work, understand Hindi and Marathi Language and preferably literate to understand the instructions.
- 7) Labor should be good at behavior, Labor found not suitable for work has to be replaced by the agency within two days at his own cost and risk.
- 8) The agency will deploy a labor supervisor and all communication with the agency or his supervisor will be verbal.
- 9) Agency will provide utensils for agricultural and soil work such as ; Fawda, Sabbal, Spade, Tikas, weeding khoodpi etc.
- 10) Agency will maintain labor attendance register and get regularly endorsed by project staff/and certified by PL.
- 11) Agency will make own arrangement for stay of labors near project site. Labors should be available at site during working hours. Any change of working hours will be intimated to the labor supervisor.
- 12) Supplier may submit bill for payment after supply of 200 or more labors.
- 13) Any loss of NEERI and damage of plantation by the labor will be deducted from the bill of agency @ Rs.5000/- per plant.
- 14) Agency to quote rate per man day including taxes, if any

**(For The Tenderer)**

I/We hereby undertake that :-

1. I am willing to provide Semi-skilled labors services for 3000 mandays, in twelve months period during the year 2023-2024 , for fieldworks at Highway Plantation site as per scope of work.
2. I will obtain and submit valid license from the Assistant Labour Commissioner (Central), Nagpur or from the respective authority of the concerned State, and comply with the statutory conditions.
3. I agree to the deduction of Income Tax at source @2% and TDS-GST 2% on gross amount of the bill per month or at any modified rate notified under Income Tax Act by the Govt. of India, from time to time and any other deductions as per rule.
4. I agree to provide separate documentary evidence about the remittance of ESI, EPF etc. in respect of workers deployed by me at CSIR- NEERI, Nagpur.
5. GST will be initially paid by me and got reimbursed by submitting the proof of remittance every month. I agree to provide separate receipt of Goods & Service Tax deposited by me in respect of payments received from CSIR- NEERI, Nagpur in the following month.
6. Bonus will be initially paid by me and get reimbursed by submitting the proof of payment to the labourers as per Payment of Bonus Act, 1965 and Amendment Act 2015.
7. The rates as quoted would be applicable for entire period of the contract and I/we will not make any claim for additional charges under any circumstances.
8. The complete supervision over the work and the workers will be done by me / my representative to look after the work on daily basis.
9. I will provide minimum materials and equipments required as per scope of work.
10. I agree to provide safety gadgets such as gumboots/ raincoats/ gloves wherever necessary for the safety of workers. I agree that Non-compliance would invite penalty from the management.

**Signature with date & seal of the Contractor**  
**(Name in Block Letters & Address)**

## GENERAL TERMS AND CONDITIONS

1. E- Tenders in two bid system, i.e. Technical Bid & Financial Semi-skilled labor for supply for 3000 mandays, in twelve months period during the year 2023-24, for fieldworks at Highway plantation site are invited by the Director, CSIR-NEERI, Nagpur for outsourcing the jobs, from registered agency/contractor having experience in carrying out similar work with Central Govt./State Govt./Autonomous bodies under Central/State Govt./Local authorities and holding valid License under the provision of Contract Labour (Regulation & Abolition) Act, 1970 for period of one year on contract basis. The technical bid should contain all the documents that will make the agency technically qualified. The financial bids of only technically qualified bidders will be opened. The financial bid shall be submitted in the format provided only.
2. Any Bidder willing to take part in the process of e-tendering will have to get registered in the CPP Portal by the logging on to the portal <https://www.etenders.gov.in> In case any difficulty the tenderer can consult on the following numbers 0712-2249885-88.
3. Bids must be received through CPP Portal only. No other mode is acceptable. Bids will be opened on the specified date and time. In the event of the date specified for bid opening being declared as closed holiday, the bids will be opened on next working day.
4. The contractor will have to provide manpower with sound health with more than 18 years and upto 50 years of age for the work related to various jobs. No worker less than 18 years of age should be deployed by the contractor.
5. In case, the integrity, character and behaviour of any of the contractor's worker is found doubtful, he should be replaced immediately by the contractor on receiving instructions from any authorized Officer of CSIR-NEERI, Nagpur.
6. The contractor will provide the list of consumable materials to be used by the contractor on daily basis as per Annexure. These materials will be brought by the contractor at his own cost for day to day as per **scope of work**.
7. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets movable and immovable of the Institute (CSIR-NEERI, Nagpur) while working at the site and if there is any loss to the Institute on account of dishonesty, connivance, negligence on the part of its workers and/or due to any cause, the contractor shall make good on demand the loss to the Institute. The contractor shall report promptly to the Institute any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any, shall be recovered from the contractor.

8. The contract will be given for a period of one year.
9. The contract may be terminated by CSIR-NEERI, Nagpur without giving any reasons at any time by giving 30 days notice in advance.
10. In case the contractor decides to discontinue the work, he will have to give two month's advance notice to the CSIR-NEERI, Nagpur.
11. The contractor shall be liable for making payments of wages and meeting all other statutory liabilities of the workers deployed by him.
12. All the payments pertaining to the contract will be made by the Institute within reasonable time of each month based on duly completed bills for the preceding month submitted by the contractor on the first working day of the month along with documentary proof of Bonus paid to labourers and ESI & EPF contribution remitted by him for the preceding month. Proportionate deduction will be made from the bill amount if labourers supplied are found less than the minimum requirement per day.
13. The Contractor will be responsible to make the payments to the workers deployed by him on or before 7<sup>th</sup> of each month. He will also be responsible to comply with all legal provisions of relevant Acts in respect of payments and other statutory benefits.
14. All documents including details of payment made by the contractor to the workers deployed by him shall be open for inspection by Director, CSIR-NEERI, Nagpur or any person authorized by him. Payments to workers deployed by contractor shall be made **directly in to the bank account of the contract labourers.**
15. The contractor shall have to deposit a sum of Rs.32640 /- (Rs. Thirtytwo Thousand Six hundred Forty Only) in the form of RTGS/ NEFT drawn in favour of Director, CSIR-NEERI, Nagpur along with tender as Earnest Money Deposit. Bank Account No. 30266513766 ; IFSC code SBIN0004224 to be drawn on State Bank of India, NEERI Branch, Nagpur 440020.
16. He will have to furnish Security Deposit of 10% i.e. Rs. 1,63,200/- of total approved contract value in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks/Nationalised Bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respects, in favour of Director, CSIR-NEERI, Nagpur valid for a period of 18 months w.e.f. date of award of contract as security for non-compliance of any of the conditions of this assignment at the time of executing the agreement.

17. Any compensation of disengagement on account of death, disability of any workers engaged by the contractor at CSIR-NEERI, Nagpur even though such disability manifests after the termination of the contract, shall be contractor's exclusive liability.
18. The rates as quoted above would be applicable for entire period of the contract and the contractor will not make any claim for additional charges under any circumstances.
19. The Director, CSIR-NEERI shall have the right to impose penalty by way of deductions to the maximum of 10% from the bill for non-satisfactory performance by the contractor. This penalty is normally imposed only in case of serious lapse on the part of the workers. However, lapses/unsatisfactory performance in day to day work by the contract labourers penalty shall be imposed in the following manner.
20. The contractor shall not sublet the contract or any part thereof to any other party during the entire period of the contract.
21. The contractor shall be responsible for fulfilling all his obligations towards the workers deployed under law, namely, the Minimum Wages Act, EPF Act, ESI Act, Bonus Act, Maternity Benefit Act as applicable and amended from time to time. The contractor shall conform to the provisions of Central and State Act(s) or the regulations on the subject.
22. The contract workers are the employees of the contractor and work under the supervision/control/discipline of the contractor/his representative. Moreover, the workers engaged by the contractor do not have any vested right for any regular employment in the Institute.
23. The contractor will have to sign an agreement on Non-Judicial stamp paper of appropriate denomination as per the format to be provided by the Institute and submit it to the Institute within 7 days of the date of receipt of the order accepting his contract, failing which the EMD is liable to be forfeited. Also, if the contractor does not start the work as per the work order, the EMD is liable to be forfeited.
24. The decision of the Director, CSIR-NEERI, Nagpur regarding any disputes whatsoever arising out of the contract will be final and binding on the contractor.
25. The contractor will have to register with Regional Labour Commissioner (Central) and comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules made there under.
26. Canvassing in connection with the tender is strictly prohibited and the tender submitted by the contractor who resorts to canvassing will be liable for rejection.
27. Tenders which do not fulfill all or any of the above conditions or incomplete in any respect are liable for rejection.
28. The contractor shall declare in writing if he is related to any of the officers/ employees of the Institute with details of relationship thereof.

**PARTICIPATION OF NEAR RELATIVES OF EMPLOYEES IN THE TENDER IN  
UNITS**

I \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ hereby certify that **none** of my relative(s) as defined below is/ are employed in CSIR-NEERI / CSIR as per details given in tender document.

In case at any stage, if it is found that the information given by me is false / incorrect, CSIR-NEERI / CSIR shall have the absolute right to take any action deemed fit without any prior intimation to me.

TENDERER'S SIGNATURE

DATE :

OFFICIAL STAMP:

**Definition:**

*A person shall be deemed to be a relative of another if,*

*(a) they are members of a Hindu undivided family;*

*or*

*(b) they are husband and wife,*

*or*

*(c) the one is related to the other in the following manner; father, mother (CSIR-NEERI including step mother), son (CSIR-NEERI including step son), son's son's son, son's son's wife, son's daughter, son's daughter's son's wife, daughter's daughter, daughter's daughter's husband, brother (CSIR-NEERI including step brother), brother's wife, Sister (CSIR-NEERI including step sister), sister's husband.*

*In case of dispute of any kind and in any respect whatsoever, the decision of the Director, CSIR-NEERI shall be final and binding.*



## FINANCIAL BID

(To be submitted in **MS-XLs** BOQ provided in CPP Portal and no other format is acceptable)

For undertaking the Job at CSIR-NEERI campus, Nagpur by the agency is as under;

No.	Description	Rate per manday (Rs.)
1	Semi-skilled labor supply for 3000 mandays in twelve months period	Rs. ....
2	GST as applicable for services	Rs.....
3	<b>Total Value (1+2)</b>	Rs. ....

**Note:**

1. It's mandatory to fill all the three columns i.e Rate, GST amount, total amount per month.
2. The lumpsum amount once quoted will not be altered under any circumstances.
3. The rates may be quoted considering the fact that it includes the wages and other statutory liabilities as per existent rule for the labours deployed and also includes the cost of material required as per **Scope of Work** equipments to be used for carrying out the job.

## **DISPUTE RESOLUTION / ARBITRATION**

1. In the event of any question/ dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.
3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

### **Termination For default :**

The CSIR-NEERI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or part.

- (a) If the Bidder fails to deliver any or all of the service within the period(s) specified in the contract, or within any extension thereof granted by the CSIR-NEERI pursuant to contract on Extension of Time ; or
- (b) If the Bidder fails to perform many other obligation(s) under the contract.
- (c) If the Bidder, in the judgement of the CSIR-NEERI has engaged in corrupt or fraudulent or collusive or coercive practices, etc. as defined in CONTRACT TERMS Clause on code of integrity in competing for or in executing the contract.

In the event the CSIR-NEERI terminates the contract in whole or in part, he may take recourse to any one or more of the following actions :

- (i) The CSIR-NEERI may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable for all available actions against it in terms of the contract.
- (ii) However, the Bidder shall continue to perform the contract to the extent not terminated.

**Discretion:**

The Director, CSIR-NEERI reserves the right to accept/reject any or all e-tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders. Director, CSIR-NEERI reserves the right to reduce / enhance the period of assignment without assigning any reasons.

## **UNDERTAKING**

I \_\_\_\_\_, hereby declare that I am an eligible bidder as per the terms and conditions of this NIT and I shall abide the terms and conditions of the bid documents including Code of Integrity stipulated in the NIT and accept the punitive measures on its violation.

Signature & Stamp of the Bidder

