



सी.एस.आई.आर.–केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधानसंस्थान  
CSIR-CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE  
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्) / Council of Scientific & Industrial Research  
महात्मा गाँधी ऐवन्यू / Mahatma Gandhi Avenue  
दुर्गापुर-713209 (पश्चिम बंगाल) / Durgapur-713209 (West Bengal)  
(website: [www.cmeri.res.in](http://www.cmeri.res.in))

**NOTICE INVITING e-TENDER FOR "HIRING OF DRIVERS FOR DAY-TO- DAY OPERATION OF INSTITUTE VEHICLES OF CSIR-CMERI, DURGAPUR-713209".**

**Estimated Bid Value: Rs. 28,99,677/- (includes Minimum Wage, EPF, ESI, Bonus and GST)**

**Contract duration: 2 + 1 Year**



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**CSIR-Central Mechanical Engineering Research Institute**  
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद) / (Council of Scientific and Industrial Research)  
महात्मा गांधी ऐवन्यू / Mahatma Gandhi Avenue  
दुर्गापुर-713209 (पश्चिम बंगाल) / Durgapur-713209 (West Bengal)

Ref.No. T&G/CMERI/Gen/2026

Date:16.05.2026

NAME OF WORK: **"HIRING OF DRIVERS FOR DAY-TO-DAY OPERATION OF INSTITUTE VEHICLES OF CSIR-CMERI, DURGAPUR-713209".**

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**GeM :MANPOWEROUTSOURCINGSERVICES-MINIMUMWAGE**



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Ref. No. T&G/CMERI/Gen/2026

Date: 16.05.2026

**NOTICE INVITING TENDER**

Tender through GeM (Government e-Market Place) is invited by the Director, CSIR-CMERI, Durgapur for the work **"HIRING OF DRIVERS FOR DAY-TO-DAY OPERATION OF INSTITUTE VEHICLES OF CSIR-CMERI, DURGAPUR-713209"** from Registered Contractors holding valid Labour license under the Contract Labour (Regulation and Abolition) Act, 1970. Contractors who have successfully completed minimum one/ two/ three similar works each of single value amounting to **80%/50%/40%** of the estimated bid value respectively or above during the last **five** years in CSIR Labs./Inst./Govt. Organizations/ Public Sector Undertakings, Central or State Govt. Organisations/ Autonomous bodies can only participate in the tender. The contractor shall provide drivers having valid license for heavy and light vehicles to CSIR-CMERI, Durgapur.

| Sl.No. | Name of work   | Estimated Bid Value (in Rs.)   | EMD/ Bid Security (in Rs.)  | Duration of work |
|--------|--|--|---|------------------|
| 1      | <b>HIRING OF DRIVERS FOR DAY-TO-DAY OPERATION OF INSTITUTE VEHICLES OF CSIR-CMERI, DURGAPUR-713209</b><br><br><b>Bid available on GeM (Govt. e Marketplace)</b><br>: Manpower Outsourcing Services - Minimum wage. | Rs. 28,99,677/-<br>(Rupees Twenty Eight Lakhs Ninety Nine Thousand Six Hundred Seventy Seven Only) | <b>Rs. 86990/-</b><br>( Rupees Eighty Six Thousand Nine Hundred Ninety Only)<br><br>Bidders claiming exemption of EMD must submit supporting documents. | 2 + 1 year       |

|  |                              |
|--|------------------------------|
| <b>Bid Publish Date</b>                          | <b>16.05.2026, 10.00 Hrs</b> |
| <b>Bid End Date</b>                              | <b>01.06.2026; 10.00 Hrs</b> |
| <b>Technical Bid Open Date</b>                   | <b>01.06.2026; 12:00 Hrs</b> |
| <b>Bid life cycle (from the date of publish)</b> | <b>90 days</b>               |
| <b>Bid offer validity (from End date)</b>        | <b>75 days</b>               |

Tender document can be seen in the website [https://gem.gov.in./](https://gem.gov.in/) <http://www.cmeri.res.in> The **EMD/ Bid Security** of Rs. 86990/- in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period. The EMD/ Bid Security should be drawn in favour of the Director, CSIR-CMERI, Durgapur-713209 payable at Durgapur as per the following details:

- Name of the bank: State Bank of India
- Branch Name: DSP Main Gate Branch, Durgapur-713203
- Account Holder's Name: CMERI
- Account No: 30280331299
- IFSC Code: SBIN0000074
- MICR CODE: 713002201

The Director, CSIR-CMERI, Durgapur reserves the right to accept or reject any tender in part/full or to split order without assigning any reason or to annul the tender process at any stage or split the order without assigning any reason thereof.

Sd/-  
 Controller of Administration



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Date: **16.05.2026**

### **DETAILS OF TENDER**

Tender through GeM (Government e-Market Place) is invited by the Director, CSIR-CMERI, Durgapur for the work **"HIRING OF DRIVERS FOR DAY-TO-DAY OPERATION OF INSTITUTE VEHICLES OF CSIR-CMERI, DURGAPUR-713209"** from Registered Contractors holding valid Labour license as applicable under the Contract Labour (Regulation and Abolition) Act, 1970. Estimated cost of the work is Rs. 2899677/- (Rupees Twenty Eight Lakhs Ninety Nine Thousand Six Hundred Seventy Seven Only).

Registered Contractors who have successfully completed minimum one/ two/ three similar works each of single value amounting to **80%/50%/40%** of the estimated bid value respectively or above during the last **five** years in CSIR Labs./Inst./Govt. Organizations/Public Sector Undertakings, Central or State Govt organizations/autonomous bodies and meeting the following eligibility criteria only need to apply.

#### **A. ELIGIBILITY CRITERIA:**

1. Valid Labour license under Contract Labour (Regulation & Abolition) Act, 1970 must be submitted within 30 days from the date of award of contract.
2. Valid registration certificate issued by the appropriate Authority to carry out such business.
3. Must have registered with EPFO, ESIC, PAN and GST Authorities with allotted registration/codenumbers.
4. Must not be blacklisted by any Government/State Government/Central or State Autonomous Bodies/Organizations/CSIR or any of its Laboratories/Institutes/GeM as on the date of submission of the bid.
5. Must have successfully carried out/executed/completed following **similar work** during the last **five (5)** years ending last day of March:
  - (a) Three similar completed works each costing not less than the amount equal to Rs. 1159871/- , i.e. 40% of the Estimated cost of work OR
  - (b) Two similar completed works each costing not less than the amount equal to Rs. 1449839/- , i.e. 50% of the Estimated cost of work OR
  - (c) One similar completed work each costing not less than the amount equal to Rs. 2319742/- , i.e. 80% of the Estimated cost of work.

**'Similar work'** means execution of manpower contract/providing manpower etc., and must produce **successful completion certificate in r/o work done** from the clients and the work done certificate should mention details of work executed, the date of commencement and date of completion of the work and the gross value of the completed work/work done.

## **Documents to be submitted:**

Bidders meeting the 'ELIGIBILITY CRITERIA' may submit their bid with the following details, failing which the technical bid shall be treated as incomplete and will be summarily rejected:

- (i) Self attested copy of valid registration certificate issued by the appropriate Authority to carry out such business.
- (ii) Successful bidder has to submit valid labour license within 30 days from the date of contract.
- (iii) Duly filled in Annexure in prescribed format from Annexure-I to Annexure-V.
- (iv) Self attested copy of registration with ESIA Authority.
- (v) Self attested copy of registration with EPF Authority.
- (vi) Self attested copy of registration with GST Authority.
- (vii) Self attested copy of PAN
- (viii) An undertaking that the Agency/Contractor has not been blacklisted by any Government/Semi-Government Departments/Autonomous Bodies/Organizations/CSIR or any of its Laboratories/Institutes/GeM as on the date of submission of the bid.
- (ix) Self attested copies of work/contract details.
- (x) Satisfactory completion certificate issued by concerned Organization/Departments as per 'ELIGIBILITY CRITERIA'.
- (xi) Bidders who claim that they are exempted from paying Earnest Money Deposit must submit copy valid documents in this regard.
- (xii) Agency registered under MSME must submit copies of MSME certificate.
- (xiii) MSME firm must be registered in appropriate field to get relaxation in experience and submission of EMD.

The Technical Commercial bid may be submitted duly supported by the above documents. The Technical bid as submitted will be evaluated by a committee as constituted by the Competent Authority of CSIR-CMERI. The committee will declare the bidders successful in technical bids as per the criteria mentioned above besides any other objective criteria as adopted by them. If any clarification is sought from any bidder, they must submit the required clarification within due date and time through GeM.

Bids without required documents or not meeting the eligibility criteria will be treated as ineligible bids and their price bid will not be taken into consideration.

The Bidder shall intimate the name of persons who are working with him/her in any capacity or subsequently employed by him/her and are of relatives as mentioned below. In case any of his/her relative is working in CSIR or CSIR-CMERI, he/she has to intimate prior to submission of his/her bid and seek prior permission to participate in the tender process.

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; or (b) they are husband and wife; or (c) the one is related to other in the following manner: Father, Mother (including step mother), Son (including step son), Son's wife, Daughter (including step daughter), Father's Father, Son's Son, Son's Wife, Son's Daughter, Son's Daughter's Husband, Daughter's Husband, Daughter's Son, Daughter's Son's Wife, Daughter's Daughter's Husband, Brother (including step brother), Brother's Wife, Sister (including step sister), Sister's Husband. Canvassing in any form is prohibited and the tender submitted by the Agency/Contractor, who resort to canvassing may be liable for rejection.

## **SCOPE OF WORK**

Operating of CSIR-CMERI's vehicles – Car, Bus, Crane, Back Loader(JCB) and Tractors.

## **TERMS AND CONDITIONS**

1. Tender through GeM(Government e-Market Place) is invited by the Director, CSIR-CMERI, Durgapur for the work of "HIRING OF DRIVERS FOR DAY-TO-DAY OPERATION OF INSTITUTE VEHICLES OF CSIR-CMERI, DURGAPUR-713209" from Registered Contractors holding valid Labour license as applicable under the Contract Labour (Regulation and Abolition) Act, 1970. Contractors who have successfully completed minimum one/ two/ three similar works each of single value amounting to **80%/50%/40%** of the estimated bid value respectively or above during the last **five** years to CSIR Labs./Inst./Govt.Organizations/Public Sector Undertakings, Central or State Govt.organisations/ autonomous bodies can only participate in the tender. The contractor shall provide drivers having valid license for heavy and light vehicles to CSIR-CMERI, Durgapur. No claim whatsoever will be entertained for any ignorance or otherwise under any circumstances after the award of the contract.
2. Driver must be acquainted about route of Kolkata, Dhanbad, Jemshedpur and surroundings to Durgapur.
3. Driver must carry valid license during operating of the vehicles.
4. Driver must wear proper uniform and Identity Card on duty (black pant and white shirt).
5. The Identity Card of the drivers shall be provided by the bidder at their own cost.
6. The driver may be engaged any days in a week as per requirement.
7. The total number driver(s)/mandays may vary from time to time. The Director, CSIR-CMERI is under no obligation to guarantee a certain number of manpower/mandays for or during the currency of the contract for any day, month or year.
8. The duration of the contract shall be initially for a period of two years from the date of commencement of the contract. The contract can be extended for another period of one year on such terms and conditions as mutually agreed upon. The Director, CSIR-Central Mechanical Engineering Research Institute will have the right to terminate the contract at any time without assigning any reasons.
9. While quoting the **Service Charge**, the Contractor must go through the tender documents properly.

10. The Contractor shall be liable for payment of Minimum wage, EPF, ESI, Bonus to their personnel. He shall issue wage slip every month to each worker deployed by him. He shall also be responsible for remittance of GST, EPF, ESI and any other statutory payments on behalf of the personnel deployed by him to the appropriate authority. The monthly reimbursement towards GST, EPF & ESI in respect of workers deployed at CSIR-CMERI will be paid to the contractor after submitting proof of depositing the same before the appropriate authority. The proof of deposit in this regard should be in respect of the workers deployed at CSIR-CMERI and should not be clubbed together with other departments/organizations where the contractor is having similar contracts. The contractor should produce the original challans for verification regarding GST, EPF & ESI reimbursement. The contractor should also submit copies of electronic returns as submitted for GST, EPF & ESI through online. **The payment of Minimum wage will be made on the basis of attendance of contract workers maximum to 26 days wage per month.**
11. The Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rule 1950 framed there-under, as amended from time to time. The Contractor shall pay monthly wages to his workers not below the rate of minimum wages fixed by the Central Government or the State Government whichever is higher.
12. The wages to the workers deployed by the contractor shall be paid through online by the contractor by 7<sup>th</sup> of every month.
13. Minimum bonus as per Bonus Act may be paid to the staff engaged by the contractor and the same shall be reimbursed to the contractor on production of proof of payment.
14. In addition to the minimum wages of the engaged manpower as per Central Govt. minimum wages Act as amended from time to time applicable in Durgapur plus service charge as quoted by the L1 bidder; Other statutory charges like EPF, ESI, Bonus, GST and P. Tax shall be reimbursed on production of proof of payment of the same from the appropriate statutory authority. GST will be paid as per the Govt. norms.
- 15. The successful bidder shall provide Seven (7) nos. of drivers with following qualification/ experience**
1. 5 (Five) Numbers Drivers are to be provided who have Light and Heavy Motor Vehicles License.
  2. 2 (Two) Numbers Drivers are to be provided who have Minimum Light Motors Vehicles License (Capable of operating Light Vehicles as well as Tractor)
- 16. All the contents of this tender, including Scope of Work, Terms and conditions, Annexure-I to Annexure-VI shall be part of the Agreement.**
17. The L-1 shall be decided keeping in view the component of service charge after complying all labour statutory related laws. **In case of tie in the service charge, the criteria for final decisions shall be taken based on the auto run as per provisions in GeM.** The percentage of service charge shall remain firm during the contract period. The contract value may increase or decrease depending upon the actual number of manpower deployed as per requirement on monthly basis. **The bidder should take into account various statutory deductions like TDS, GST-TDS, other incidental charges, fee for license, enrolment of workers in EPF, ESIC etc, maintenance of various registers, procurement of stationery and other provisions etc. before quoting its Service Charge.**

## **INDEMNIFICATION**

The contractor shall keep the

CSIR-CMERI/CSIR indemnified against all claims whatsoever in respect of the employees deployed by him. In case any employee of the contractors deployed enters into any dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case CSIR-CMERI is made party and is supposed to contest the case, the actual expenses incurred towards Counsel fee and other expenses shall be reimbursed from the Contractor. The contractor shall pay it in advance to CMERI/CSIR on demand. Further, the contractor shall ensure that no financial or any other liability comes on CMERI/CSIR in this respect and shall keep CMERI/CSIR indemnified.

The contractor shall further keep the CMERI/CSIR indemnified against any loss or damage to the CMERI/CSIR property and assets. The CMERI/CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under the contract.

## **AGREEMENT:**

The Contract agreement is to be signed by the contractor before commencement of the work in offline mode. The proforma of agreement attached in **Annexure-VI** for information.

## **CONTRACTOR'S OBLIGATIONS**

1. The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 from the appropriate Labour Authority (Central)/Regional Labour Commissioner (Central)/ Asstt. Labour Commissioner (Central), Durgapur before the commencement of work and continue to have the same till completion of the contract. The contractor shall also maintain all statutory records/ registers as may be required from time to time under the said Act, and furnish the same for verification by the Employer/Labour Authority as and when required. The Contractor shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986 and will not employ any labour below the age 18 years.
2. The persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of 'Employer' and "Employee" between the said persons and CSIR-CMERI/CSIR shall accrue/arise implicitly or explicitly.
3. Earnest money will be forfeited if the contractor fails to commence the work as per letter of award.
4. In case, any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the CMERI/CSIR in this respect. Further, the contractor shall immediately replace the said person on demand of the Director, CSIR-CMERI, Durgapur in case of any of the aforesaid acts.
5. The contractor shall ensure that the persons are punctual and disciplined in performance of their duties. It is further agreed that he shall engage medically and physically fit persons but not below the age of 18 years.



6. The Contractor shall at his own cost, if required, take necessary insurance cover in respect of the person employed for the aforesaid services at CSIR-CMERI and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act: Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938 and/or any other rules/regulations and/or statutes that may be applicable to them and shall further keep the CSIR-CMERI indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations under the said Acts, rules/regulations and/or any bye-laws or rules framed under any of these, CSIR-CMERI/CSIR shall be entitled to recover any such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from his payments.
7. The contractor shall submit the proof for depositing/paying the amount of contribution claimed by him on account of ESI, EPF & minimum bonus towards the persons deployed at CSIR-CMERI premises in their respective names while submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI, EPF & minimum Bonus contribution will be withheld till submission of required documents.
8. Payment on account of enhancement due to revision in Minimum  
Wages and Tax by the appropriate Authority from time to time shall be payable by the CSIR-CMERI to the contractor.
9. The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of life and property of CSIR-CMERI/CSIR.
10. The contractor shall deploy his persons in such a way that they may get weekly rest. The working hours/leave for them does not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall (without prejudice to any other liability) pay to the Director, CSIR-CMERI, Durgapur a sum as may be claimed by the Director.
11. The contractor, who does not have his/her own Office at Durgapur, is required to set up an office at Durgapur to liaise with CSIR-CMERI Officials.

#### **INCOME TAX AND GST TDS**

Income Tax at applicable rate will be deducted from the total sum paid against the monthly bill of the Contractor and any other arrear dues paid separately. Apart from Income Tax, GST TDS shall be deducted as per applicable rate.

## **PERFORMANCE SECURITY DEPOSIT**

The successful bidder who will be awarded the contract shall furnish PSD for an amount equivalent to 5% of the estimated bid value of the work in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of contract. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

- (i) Name of bank: State Bank of India
- (ii) Branch Name: DSP Main Gate Branch, Durgapur-713203
- (iii) Account Holder's Name: CMERI
- (iv) Account No: 30280331299
- (v) IFSC Code: SBIN0000074
- (vi) MICR CODE: 713002201

## **PENALTIES/LIABILITIES**

The contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the Performance Security Deposit (PSD) will be forfeited and further the work may be got it done from another agency at the risk and cost of the bidder whose PSD is forfeited. In case, the contractor violates any of the terms and conditions of the agreement or commits any fault or their services are not to the entire satisfaction of the Director, CSIR-CMERI, Durgapur or the officer authorized by the Director of the Institute on his behalf, a penalty leading to a deduction to a maximum of 10% of the total amount of bill for a particular month will be imposed. The Performance Security shall be liable to be forfeited or appropriated or invoked in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

## **TERMINATION OF CONTRACT**

The contract shall be terminated on any of the following contingencies:-

- a. On the expiry of the contract period as stated above; or on the expiry of the extension of time granted by the Competent Authority, whichever is later?
- b. By giving one month's notice by CSIR-CMERI/CSIR on account of:
  - i). Committing breach of contract or any of the terms and conditions of the agreement;
  - ii). Assigning the contractor or any part thereof to any sub-contractor by the contractor without written permission of the Director, CSIR-CMERI.
  - iii) On contractor being declared insolvent by the Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging its duties as before till the expiry of notice period.

It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract and ensure that no person creates any disruption/hindrance/problem of any nature for the CSIR-CMERI/CSIR.

## **ARBITRATION**

In the event of any question, dispute/difference arising under the contract or agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement), the same shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi and the award of the Arbitrator shall be final and binding on the parties.

## **VALIDITY OF TENDER**

1. Tenders submitted by the Contractor shall remain valid for **75 + 15** days from the date of opening of tender for the date of acceptance and award of work and validity beyond 75 + 15 days from the date of opening shall be by mutual consent.
2. The Director, CMERI, Durgapur is not bound to accept the lowest tender or any other tender and reserve to himself the right of accepting the whole or any part of the tender without assigning any reasons and the Tenderers shall be bound to comply with the same at the rates quoted.
3. The Director, CSIR-CMERI, Durgapur reserves the right to accept or reject any or all the tenders/offers.



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**Bid Security Declaration**

To,  
The Director  
CSIR-CMERI, Durgapur

**Sub:** Bid Security Declaration

**Ref:** Bid No.....& Dated.....

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/we may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am/We are in a breach of any obligation under the bid conditions,

Because I/we have withdrawn/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the letter of Bids: or having been notified of the acceptance of our Bid by the purchaser during the period of Bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the instruction to Bidders.

Yours Faithfully,

## Annexure-II



सी.एस.आई.आर.—केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान

**CSIR-Central Mechanical Engineering Research Institute**

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्) / (Council of Scientific and Industrial Research)

महात्मा गांधी एवेन्यू / Mahatma Gandhi Avenue

दुर्गापुर-713209 (पश्चिम बंगाल) / Durgapur-713209 (West Bengal)

### PARTICULARS OF THE BIDDER

1. Name of the firm/Agency/Contractor -
2. Full address and Telephone No. -
3. Agency Registration No. -
5. Details of registration with appropriate Lab  
our Commissioner  
(a) State: -  
(b) Central: -
6. Registration details with:  
(a) Regional Provident Fund Commissioner-  
for EPF  
(b) Regional Commissioner of ESIs authorities -
7. GST Registration Number -
8. Firm's/Agency's profile -
9. Firms/agency's capability in terms of:  
(a) Manpower  
(b) Financial Status -
10. Experience/detail of similar work -  
And satisfactory completion certificate issued by clients (last three years)
11. Have your agency/firm been blacklisted by  
and Government Department /  
Autonomous  
bodies/CSIR or any of its laboratories/Institute  
sation  
The date of submission of the bid.

SIGNATURE OF THE BIDDER WITH STAMP



सी.एस.आई.आर.—केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधानसंस्थान  
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दुर्गापुर-713209 (पश्चिम बंगाल) / Durgapur-713209 (West Bengal)

**DECLARATION BY THE BIDDER**

I/We \_\_\_\_\_ have read all the terms and conditions  
of this tender document and fully agree to the same.

SIGNATURE OF BIDDER WITH STAMP



सी.एस.आई.आर.-केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधानसंस्थान  
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**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

[Department User may ask for Tender Acceptance Letter instead of asking Signed Tender Document from the Bidders. This is a sample format, User may revise it as per their Tender Conditions]

**Date:**

To,

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**Sub: Acceptance of Terms & Conditions of Tender.**

Tender Reference No: \_

Name of Tender / Work: -

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Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.

5. I/ We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.

6. I/ We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore may summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)





सी.एस.आई.आर.-केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधानसंस्थान  
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PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDERIS (ON BIDDER'S LETTER HEAD) FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY.

**FORMAT OF UNDERTAKING**

I/We, .....Proprietor/ Partner /Legal Attorney/Director/Accredited Representative of M/S..... solemnly declare that:

1. I/We am / are submitting Bid for the work..... against NIT No / Tender ID..... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

2. Myself /Our Partners / Directors don't has / have any relative as employee of ..... : (Name of the Company).

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.

4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.

5. I/ We hereby authorize department to seek references / clarifications from our Bankers.

6. \*I/ We have submitted particulars of existing Sales Tax / VAT registration, if applicable. We also undertake that Certificate of Registration with appropriate Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.

7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.

8. \*I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

\*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

9. \*I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).

Or

\*I/We have been banned by the organization named " ..... " for a period of ..... year/s, effective from ..... to ..... (in case of JV, name(s) of the JV Partner(s)).

10. If any information and document submitted is found to be false / incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

\*Delete whichever is not applicable.

(Signature of the Bidder, with Official Seal)

**FORMAT OF AGREEMENT**

This AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ between the First Party, COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, Anusandhan Bhavan, 2 Rafi Marg, New Delhi 110001 (a Society registered under the Societies Registration Act) and for CSIR-CMERI having its office at "Mahatma Gandhi Avenue, Durgapur-713209 (hereinafter referred to as CSIR-CMERI) of the ONE PART.

And

The Second Party, M/s \_\_\_\_\_  
at \_\_\_\_\_ (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS CSIR-CMERI, a laboratory under CSIR is desirous of hiring taxi service on day-to-day and whereas the contractor has offered to provide the said service on the terms and conditions herein after stated.

**A. General Terms & Conditions:**

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR-CMERI shall accrue/arise implicitly or explicitly.
2. That in case of the drivers so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the CSIR-CMERI/CSIR in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of CSIR-CMERI/ CSIR in case of any of the aforesaid acts on the part of the said person.
3. The quotation letter, terms and conditions, Tender documents, LOI etc. shall be part of this agreement.
4. The Contractor shall provide Vehicle Driver having valid driving license with the experience of 5 (five) years of driving (within last ten years) of Heavy Vehicle.
5. That the contractor shall submit details of the names, parentage, residential address, age, cell phone no. etc. of the Driver (s) deployed by him, towards performing the duty of CSIR-CMERI, for the purpose of proper identification. He shall issue identity cards bearing driver(s) photographs/identification, etc. and such driver(s) shall display their identity cards at the time of their duty.
6. That the contractor shall at his own cost take necessary insurance coverage in respect of the aforesaid services rendered to CSIR-CMERI and shall comply with the statutory provisions under CLRA Act and/or any other Rules/regulations and / or statutes those are applicable, in this connection.
7. That the contractor shall further keep the CSIR-CMERI indemnified from all acts of omission, fault, breaches and / or any claim, demand loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder or Acts, rules / regulations and / or any bye-law or rules framed under, CSIR-CMERI shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
8. It will be the responsibility of the Contractor (the Second Party) to ensure that the route fixed for the Institute vehicle while running do not violate any road or traffic rules or any other statutes applicable in this connection.
9. The total charges for engagement of drivers are inclusive of all taxes except GST, for the services to be provided by the second party at the rate offered and accepted.
10. The Contractor (the Second Party) shall abide by all the directions and instructions issued to him from time to time by the CSIR-CMERI (the First Party) considering it expedient for efficient and punctual functioning of the service.

11. It is the responsibility of the Contractor (the Second Party) that all Drivers deputed on duty must have a Cell Phone with them.
12. It is the responsibility of the contractor that his driver(s) will take the Institute vehicle from Institute Garage for duty and after completion of duty they will bring back the vehicle in the Institute Garage instantly.
13. In case of any machinery fault in the Institute vehicle the vehicle will be inspected by the authorized employee of the Institute for its repair.
14. The Second Party will ensure attendance of driver(s) [regular or alternate driver] for normal schedule of duty hours as well as emergency duties at any point of time [within 1 (one) hour of requisition of driver] during the period of contract. In no circumstances missing of duty (scheduled duty and emergency duty both) by the Second Party will be allowed.
15. The Contractor shall pay the monthly wages to drivers positively by 7<sup>th</sup> day of each month. Monthly bills shall be submitted by the Contractor (the Second Party) to the CSIR-CMERI (the First Party) within 10 days of the subsequent month for reimbursement.
16. The drivers will be provided by the Contractor on the basis of job contract for running of Institute vehicles at CSIR-CMERI.
17. The agency shall provide all statutory benefits to the drivers as per CL(R&A) Act, 1970 and other rules as applicable.

**B. Contractor's Obligation:**

The contractor shall provide required manpower for the said contract. The bill shall be submitted by the second party to the first party at the end of every month.

**C. CSIR's obligation:**

CSIR-CMERI will provide required vehicle along with Fuel and other consumables. The maintenance of vehicle will also be the responsibility of CSIR-CMERI. CSIR-CMERI shall make payment of the bill within 15 working days from the date of submission of bill by the contractor. However, the monthly wages of the drivers deployed by the contractor should not be affected due to delay of bill payment to the contractor by the Institute.

**D. INDEMNIFICATION:**

That the Contractor shall keep the CSIR-CMERI indemnified against all claims whatsoever in respect of the Driver/Employees deployed by the Contractor. In case any of the Drivers /employees of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the Contractor to contest the same. In case CSIR-CMERI is made party and is supposed to contest the case, the CSIR-CMERI will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to CSIR-CMERI on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR-CMERI in this respect of any nature whatsoever and shall keep CSIR-CMERI indemnified in this respect. The CSIR-CMERI shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

**E. PENALTIES / LIABILITIES:**

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the contract may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at the risk and cost of the first party.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the Director, CSIR-CMERI, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

**F. COMMENCEMENT AND TERMINATION:**

- I. That this AGREEMENT shall remain in force for the period from ..... to ..... The AGREEMENT may be terminated by the CSIR-CMERI (First Party) on giving the Contractor (the Second Party) seven days notice. **The AGREEMENT may be renewed after two year with mutual consent.**
- II. That this agreement may be terminated on any of the following contingencies: -

- a. On the expiry of the contract period as stated above.
- b. By giving one month's notice by CSIR-CMERI on account of:
  - i) for committing breach by the Contractor of any of the terms and conditions of this agreement.
  - ii) On assigning the contract or any part thereof to any sub-contractor by the Contractor without written permission of the Director, CSIR-CMERI.
- c. On being declared the Contractor insolvent by competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the Contractor to remove all the person(s) deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption / hindrance / problem of any nature for CSIR-CMERI.

**G. ARBITRATION:**

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 Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of  
COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH,  
Anusandhan Bhawan,  
2, Rafi Marg, New Delhi -110001  
Administrative Officer  
CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE  
MAHATMA GANDHI AVENUE  
DURGAPUR-713209, BURDWAN

For and on behalf of  
The contractor \_\_\_\_\_  
WITNESS

1.

2.

COUNTERSIGNED

Controller of Finance & Accounts Officer/Finance & Accounts Officer  
CSIR-CMERI, Durgapur-09(W.B.)