



CORRIGENDUM/ADDENDUM

FOR

**Engagement of Agency for House Keeping and
Allied Services**

Consultancy Development Centre

(Autonomous Institution of DSIR, Ministry of Science & Technology)

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House Keeping and Allied Services in Consultancy Development Centre (CDC)

With reference to the above mentioned tender Ref no. 2018_DSIR_374857_1 uploaded on October 30, 2018, the following sections are modified. Bidders are requested to consider the modified sections as part of the tender document as mentioned below:

Earlier:

2.0 PROPOSAL

CDC intends to engage a suitable agency that can provide all the required services for the activities as indicated in the scope of work for a period of one year from the date of entering into the Agreement, which may be further extended based on satisfactory performance during the year and requirements of the Centre.

Modified:

2.0 PROPOSAL

CDC intends to engage a suitable agency that can provide all the required services for the activities as indicated in the scope of work for a period of one year from the date of entering into the Agreement, which may be further extended for two years more on yearly basis based on satisfactory performance during the year and requirements of the Centre.

Earlier:

5.0 TERMS AND CONDITIONS

1. The contract will be initially for a period of one year from the date of entering into the agreement which may be extendable based on satisfactory performance during the year and requirements of the Centre.

Modified:

5.0 TERMS AND CONDITIONS

1. The contract will be initially for a period of one year from the date of entering into the agreement which may be further extended for two years more on yearly basis based on satisfactory performance during the year and requirements of the Centre.

Earlier:

2. 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 CDC 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 Centre.
 - c) On contractor being declared insolvent by competent Court of Law.

Modified:

2. That agreement/contract 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 CDC on account of:
 - (i) Non-performance of contractor/his manpower for CDC as per scope of work
 - (ii) For committing breach by the contractor of any of the terms and conditions of this agreement.
 - (iii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Centre.
 - c. On contractor being declared insolvent by competent Court of Law.

For termination of contract from Contractor's side, he has to provide three months' Notice in written to CDC for termination of the contract mentioning reason for that.

Earlier:

19. CDC may hire more manpower from contractor/Agency in un-skilled, semi-skilled or skilled category as per the requirements of the Centre. In addition to housekeeping and pantry manpower, the agency may have to provide two manpower (semi-skilled and skilled each) in the category of Clerical and supervisory. CDC will provide 5% of their wages as service charges.

Modified:

19. CDC may hire more manpower from contractor/Agency as per the requirements of the Centre. In addition to housekeeping and pantry manpower, the agency may have to provide two manpower in the category of Clerical and supervisory. CDC will provide 5% of their wages as service charges.

**DRAFT: AGREEMENT FOR HOUSE KEEPING OPERATION, ARRANGEMENT
AND MAINTENANCE OF PANTRY SERVICES**

Earlier:

F. COMMENCEMENT AND TERMINATION

1. 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 CDC 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 Centre.
 - c) On contractor being declared insolvent by competent Court of Law.

Modified:

1. 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 CDC on account of:
 - (i) Non-performance of contractor/his manpower for CDC as per scope of work
 - (ii) For committing breach by the contractor of any of the terms and conditions of this agreement.
 - (iii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Centre.
 - c. On contractor being declared insolvent by competent Court of Law.

For termination of contract from Contractor's side, he has to provide three months' Notice in written to CDC for termination of the contract mentioning reason for that.

Earlier:

G. 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 sole arbitration by Director General of the Centre or his nominee.

2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director General, CDC shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The expression Director General, CDC shall mean and include an acting/ officiating Director-General.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration & 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.

Modified:

ARBITRATION AND DISPUTE RESOLUTION

If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force.

- a. The venue of the Arbitration shall be at New Delhi
- b. The language of arbitration proceedings will be English only.
- c. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- d. The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.