



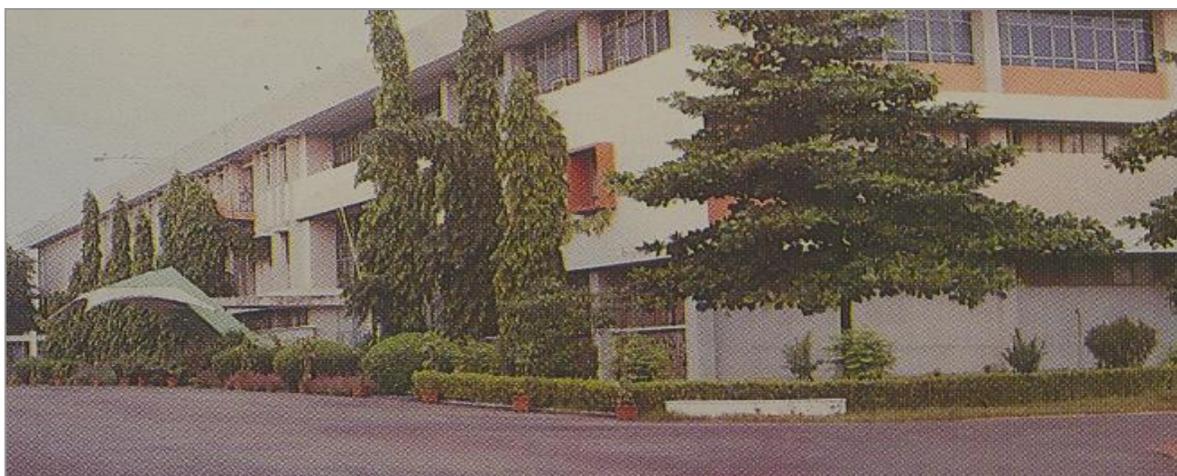
CSIR-NATIONAL ENVIRONMENTAL ENGINEERING

RESEARCH INSTITUTE (NEERI)

**(Council of Scientific & Industrial Research)
NEHRU MARG, NAGPUR – 440 020**

TENDER FORM

(For Outsourcing the jobs/activities)



Tender for

**Housekeeping activities at CSIR- NEERI
Headquarters, Nagpur and its zonal labs at Mumbai,
Delhi, Kolkata, Hyderabad and Chennai**

April 2019

CSIR-National Environmental Engineering Research Institute

Nehru Marg, Nagpur – 440 020

(Council of Scientific & Industrial Research)

Notice Inviting Tender

Sealed Tenders in two bid system, i.e. Technical Bid & Financial Bid are invited by the Director, CSIR-NEERI for outsourcing the following 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 at CSIR-NEERI, Nagpur and its Zonal Labs (Delhi, Hyderabad, Kolkata, Mumbai and Chennai)

Jobs Title	Cost of Tender Document	EMD (in Rs.) (by D.D only from nationalized bank)	Duration of obtaining of Tender Document from website	Last date of submission of Tender Document	Date and time of opening the Technical Bid
(Tender for Outsourcing the jobs/activities for Housekeeping)					
House Keeping of scientific divisions/ Labs under externally funded projects and non-scientific divisions at NEERI , Nagpur and its zonal labs at Mumbai, Delhi, Kolkata, Hyderabad, and Chennai.	Free (Download from website www.neeri.res.in)	7,00,000/-	26.04.2019	16.05.2019 1.00 pm	16.05.2019 3.00 pm

The contractors shall make payment to workers, deployed by him as per Minimum Wages Act, 1948 as notified by Ministry of Labour, Government of India from time to time. In addition to the wages, the contractor shall be liable to make payments of all the statutory benefits (viz. ESI, EPF, Bonus etc.) admissible to his workers as per the law applicable.

Eligible contractors may apply in writing with the following details for obtaining tender document:

1. Attested copies of currently valid certificate/license issued by the appropriate authority.
2. Recent Income Tax Return/Clearance Certificate. The agency should have strong financial condition with minimum turnover of 50 lacs or above for the financial year 2017-2018.
3. Status : Whether Proprietor / Firm / Company

4. Experience: Client list along with work orders/agreements where services have been/are being provided for more than 100 labourers (approx.) in a day for the last three years (2016, 2017 and 2018).
5. Compliance of EPF and ESI Act with registration and account number.

Tender documents, completed in all respects should be submitted to the Director, CSIR-NEERI Nagpur in a sealed cover superscribing **“Tender for Outsourcing the jobs / activities for Housekeeping ”** (Technical Bid & Financial Bid)”. **EMD may be submitted through demand draft in favour of the Director, CSIR-NEERI, Nagpur.**

Successful tenderer have to furnish a Bank Guarantee from a Nationalized Bank for Rs. 35,00,000/- (Rupees Thirty Five Lacs Only) 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 the assignment at the time of executing the agreement.

Tenders received after the due date and the scheduled time, incomplete in any respect or in single bid will be rejected summarily.

However, Director, CSIR-NEERI reserves the right to accept or reject partly or fully or all the Tenders without assigning any reason thereof.

ADMINISTRATIVE OFFICER

TECHNICAL BID
CSIR-NATIONAL ENVIRONMENTAL ENGINEERING RESEARCH INSTITUTE
Nehru Marg, Nagpur – 440 020
(Council of Scientific & Industrial Research)

Tender for Outsourcing the jobs/activities for Housekeeping (Day to Day Basis) as under :-

(Pre-bid meeting on : 08.05.2019 at 3.00 pm)

Housekeeping :-

(I) Housekeeping of scientific divisions/ Labs under externally funded projects

- Washing and cleaning of glassware, scientific equipments, assisting in sample collection from field in and around Nagpur occasionally, entire laboratory cleaning which includes table top cleaning, almirahs & racks cleaning, infrastructure cleaning of division etc.
- Other manual labour work like movement of official files and Filling of drinking water in all water jugs, flasks and filters and also general assistance to activities of the Scientific Division/Section/Unit.

(II) Housekeeping of non-scientific division

- Movement of official files within the various Division/Sections/Unit and to provide general assistance for day to day activities . Also including cleaning sweeping, sanitation etc at zonal labs at Mumbai, Delhi, Kolkata, Hyderabad and Chennai.
- Filling of drinking water in all water jugs, flasks and filters.
- Other manual labour works as assigned.

(III) Housekeeping of Guest house/Canteen/RSH as per requirement

Our projection for above activities is 152 laboureres in a day (Number of laboureres may decrease or increase depending upon the changes in the scope of work currently defined). Aforementioned job activities are only indicative in nature and not exhaustive. Actual number of labourers require for each activity will decided at the time of award of contract/on requirement basis.

The contractor shall make payment to the workers deployed by him as per the Gazette of India, Ministry of Labour & Employment Notification No.1/38(1)/2018-LS-II dated 18.09.2018 under the schedule employment of “**Cleaning & Sweeping**” and “**Agriculture**” from time to time. In addition to the wages, the contractor will be liable to make payments of all the statutory benefits (viz. ESI, EPF, Bonus etc.) admissible to his workers as per the Contract Labour (Regulation & Abolition) Act, 1970.

Manpower deployed for above activities will be required to work six days a week (excluding National Holidays and Sundays) from 9.30 to 06.00 p.m. with half hour lunch-break from 01.30 p.m. to 02.00 p.m,

(For The Tenderer)

I/We hereby undertake that :-

1. I am willing to provide manpower for outsourcing the jobs/activities for the NEERI Headquarters and its zonal labs at Delhi, Hyderabad, Kolkata, Mumbai and Chennai for the works indicated above.
2. I will obtain 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% of the bill per month or at any modified rate notified under Income Tax Act by the Govt. of India, and any other deductions as per rule from time to time.
4. I agree to provide separate documentary evidence about the remittance of ESI, EPF etc. in respect of workers deployed by me at NEERI.
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 NEERI 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 unless any revision made by the appropriate Government Authority in the wages and statutory benefits.
8. The complete supervision over the work and the workers will be done by me / my representative (minimum 2 uniformed supervisors to look after the work on daily basis).
9. It would be my responsibility to provide labourers with proper uniform with company logo embroidered, similarly I would provide special 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.

I have gone through the terms and conditions given in the tender document enclosed herewith and the same are acceptable to me. I am enclosing herewith attested copies of following documents;

1. Currently valid certificate/license issued by the appropriate authority.

2. Notification of Minimum wages notified by the Govt. of India, Ministry of Labour & Employment, New Delhi.
3. Income Tax Return/ Clearance Certificate for assessment year 2017-18 with copy of PAN. The agency should have strong financial condition with minimum turnover of 50 lacs and above for the financial year 2017-2018.
4. Status : Whether Proprietor/Firm/Company
5. Proof of Experience: Along with list of places where similar services were/are being provided for the last three years (2016, 2017 and 2018).
6. Compliance of EPF and ESI Act with registration and account number
7. GST registration certificate
8. Relationship with NEERI employee, if yes, please provide details: Yes / No

Name of Employee	Designation	Relationship

Accordingly, I am enclosing Crossed Demand Draft for an amount of Rs.7,00,000/- towards EMD vide Demand Draft No. ----- dated ----- drawn in favour of Director, NEERI, Nagpur-20.

Signature with date & seal of the Contractor

(Name in Block Letters & Address)

GENERAL TERMS AND CONDITIONS

1. The contractor will have to provide manpower with sound health with more than 18 years and below 60 years of age for the work related to various jobs. No worker less than 18 years of age should be deployed by the contractor.
2. 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.
3. Tenderer must furnish the latest Income Tax Return/Clearance Certificate.
4. 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) while working in the office premises 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.
5. The contract is normally given for a period of one year, however, initial assignment as trial would be for a period of three months. After completion of the initial trial period of three months to the satisfaction of the Director, CSIR-NEERI, the contract for outsourcing the jobs/activities may be extended for further period on the existing rates, terms and conditions at the discretion of Director , CSIR-NEERI or otherwise.
6. The contract may be terminated by CSIR-NEERI without giving any reasons at any time by giving 30 days notice in advance. The contractor, however, will have to give two month's notice to the NEERI authority for discontinuing his work.
7. The contractor shall be liable for making payments of wages and meeting all other statutory liabilities of the workers deployed by him.
8. All the payments pertaining to the contract will be made by the Institute by 10th 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.
9. The Contractor will be responsible to make the payments to the workers deployed by him on or before 7th 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.
10. 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 or any person authorized by him. Payments to workers deployed by contractor shall be made **directly to the bank account of the contract labourers.**
11. The contractor shall have to deposit a sum of Rs. 7,00,000/- (Rupees Seven lac Only) by a demand draft drawn in favour of Director, CSIR-NEERI along with tender as Earnest Money Deposit.

12. He will have to furnish a Bank Guarantee from a Nationalized Bank for Rs. 35,00,000/- (Rupees Thirty Five Lacs Only) 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.
13. Any compensation of disengagement on account of death, disability of any workers engaged by the contractor at CSIR-NEERI even though such disability manifests after the termination of the contract, shall be contractor's exclusive liability.
14. 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 unless any revision made by the appropriate Government Authority in the wages and statutory benefits.
15. If there is any change in rates of minimum wages due to change of schedule of employment, the service charge quoted by the tenderer will remain same.
16. 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:-
 - i. If Housekeeping & Project activities work are not found satisfactory a penalty of Rs. 1000/- on each occasion reported or found in surprise inspection by the NEERI administration will be recovered from the respective month bill.
17. The contractor shall not sublet the contract or any part thereof to any other party during the entire period of the contract.
18. 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, etc. 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.
19. 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.
20. 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.
21. The decision of the Director, CSIR-NEERI, regarding any disputes whatsoever arising out of the contract will be final and binding on the contractor.
22. 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.

23. While submitting the tender, the contractor should attach experience certificates and also a list of addresses where his agency was/is working as contractor for the advertised work along with a copy of registration certificate as mentioned above.
24. 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.
25. Tenders which do not fulfill all or any of the above conditions or incomplete in any respect or in a single bid are liable for rejection.
26. The Director, CSIR-NEERI, reserves the right to accept or reject any tender partly or fully without assigning any reason, whatsoever.
27. The contractor shall declare in writing if he is related to any of the officers/employees of the Institute with details of relationship thereof.
28. Agencies/Contractors must have a well established Office/Branch Office at Nagpur so that the authorized person of the agency may be made available within a short notice during exigencies.

NOTE :- The tenderer must submit his tender form in original only

Signature with date & seal of the Contractor

(Name in Block Letters & Address)

FINANCIAL BID

(To be submitted in separate sealed envelope)

The rates for undertaking the Job Contract for House Keeping of scientific divisions/ Labs under externally funded projects and non-scientific divisions at CSIR-NEERI campus, Nagpur CSIR-NEERI, Nagpur and its Zonal Labs (Delhi, Hyderabad, Kolkata, Mumbai and Chennai) by the agency is as under;

Schedule of Wages/Rates (Item wise as under)

Sr. No.	Description	Rate per day per labour	Rate per day per labour
1	Current Basic wages + VDA (Minimum wages) under schedule of employment "Cleaning & Sweeping" and "Agriculture". (As notified by Govt. of India, Ministry of Labour & Employment Notification No. 1/8(1)/2019-LS-II dated 27.03.2019)	Cleaning & Sweeping:- Rs. 584.00	Agriculture:- Rs. 441.00
2	EPF 13% (As per the provisions of "Employees Provident Fund and	13%	13%
3	ESIC 4.75% (As per the provision of "Employees State Insurance Act, 1948").	4.75%	4.75%
4	Bonus 8.33% (As per "Payment of Bonus (Amendment) Act, 2015). [However the actual payment will be made on Rs. 7000/- or the minimum wage for the scheduled employment, as fixed by the appropriate Government, whichever is higher].	8.33%	8.33%
5	Service Charge only on Minimum wages (Basic + VDA) i.e. only of Sr. No. 1.	_____%	_____%
6	GST % (as applicable)	As per Rule	As per Rule

Note :

1. The service charge should be quoted both in words and figures to avoid any ambiguity.
2. The rates should be quoted only for the items mentioned at Sr. No. 5. No other rates to be quoted as they being statutory. **L1** will be decided solely on the basis of rates quoted against Sr. No. 5.
3. The % of Service charge as at Sr. No. 5 above may be quoted considering the fact that all the Statutory liabilities, Other benefits, Uniforms, Cleaning materials and equipments (as per Annexure-C) etc. will have to be provided by the contractor at his own cost. Payment against item no. 2, 3 and 4 will be made to them as at actuals and on reimbursable basis as per the supporting receipts / challans, documents.

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

करार / AGREEMENT

सीएसआईआर-नीरी मेंहेतु करार

AGREEMENT FOR THE JOB of of CSIR- NEERI

सोसाइटी पंजीकरण अधिनियम के अन्तर्गत पंजीकृत सोसाइटी **वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद**, जिसका कार्यालय "अनुसंधान भवन", रफी मार्ग, नई दिल्ली पर स्थित है (इसके बाद इसका उल्लेख सीएसआईआर के रूप में किया गया है), जब तक कि संदर्भ अथवा उसके अर्थ के प्रतिकूल न हो इसके उत्तराधिकारी और समनुदेशिती सहित एक पक्ष

और

मेसर्स जिसका कार्यालयपर स्थित है (इसके बाद इसका उल्लेख ठेकेदार के रूप में किया गया है), जब तक कि संदर्भ अथवा उसके अर्थ के प्रतिकूल न हो इसके उत्तराधिकारी और समनुदेशिती सहित दूसरे पक्ष के बीच **201** वर्ष केमाह के दिन को यह करार सम्पन्न हुआ।

This AGREEMENT made on this --- day of _____, **201** between **COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH**, a Society registered under the Societies Registration Act (XXI of 1860) having its Registered Office at "Anusandhan Bhawan", Rafi Marg, New Delhi (hereinafter referred to as "CSIR") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the ONE PART.

And

M/s ----- (hereinafter referred to as CONTRACTOR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the OTHER PART.

जबकि सीएसआईआर अपनी एक घटक इकाई राष्ट्रीय पर्यावरण अभियांत्रिकी अनुसंधान संस्थान, नेहरू मार्ग नागपुर – 440 020 (इसके बाद इसका उल्लेख नीरी के रूप में किया गया है), मेंहेतु

ढेका देने का इच्छुक है और जबकि ढेकेदार ने इसके बाद उल्लिखित निबंधन एवं शर्तों पर संबंधित कार्य करने का प्रस्ताव रखा है ।

WHEREAS the CSIR is desirous of giving a contract for the Job of -----at National Environmental Engineering Research Institute, Nehru Marg, Nagpur 440 020 which is a constituent unit of CSIR (hereinafter referred to as "NEERI") and whereas the CONTRACTOR has offered to provide the said jobs on the terms and conditions hereinafter stated.

जबकि ढेकेदार ने प्रस्तुत किया है कि वह ढेका श्रमिक (विनियमन और उन्मूलन) अधिनियम, 1970 के प्रावधानों के अन्तर्गत पंजीकृत ढेकेदार है और उसने यह भी प्रस्तुत किया है कि वह इस ढेके को प्राप्त करने का पात्र है एवम् इस संबंध में उसके लिए कोई कानूनी अथवा अन्य वर्जन नहीं है । इस ढेके को निष्पन्न करने के लिए उक्त अधिनियम अथवा इसमें किसी प्रकार के संशोधन के अंतर्गत पूरी की जानेवाली बाध्यताएँ और/अथवा औपचारिकताएँ ढेकेदार द्वारा अपने खर्च आदि पर निभाई जाएँगी तथा ढेकेदार इसके अनुपालन की रिपोर्ट सीएसआईआर को प्रस्तुत करेगा । उक्त अधिनियम या अन्य किसी अधिनियम के प्रावधानों के किसी प्रकार के उल्लंघन के लिए ढेकेदार अकेला ही उत्तरदायी होगा ।

WHEREAS CONTRACTOR has represented that he is a registered CONTRACTOR under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the CONTRACTOR at his own expenses, etc. and the CONTRACTOR shall report the compliance thereof to the CSIR/NEERI. The CONTRACTOR shall be solely liable for any violation of the provisions of the said Act or any other Act.

जबकि सीएसआईआर "....." इसके बाद जिसका उल्लेख समनुदेशित कार्य के रूप में किया गया है और जिसका विस्तृत विवरण पर किया गया है, का ढेका प्रदान करने के लिए सहमत है ।

WHEREAS CSIR/ NEERI has agreed to award the contract for the job of ----- at NEERI , Nagpur hereinafter mentioned as Work Assigned, details of which are given at **Annexure '--'**.

और जबकि ढेकेदार नीरी को किसी भी राष्ट्रियकृत बैंक से निर्गत राशि रू. की बैंक गारण्टी जो ढेके के प्रारंभ तारिख से ढेके की शर्तों में से किसी का पालन ना करने पर जमानत के तौर पर देने के लिए सहमत है ।

AND WHEREAS the CONTRACTOR has agreed to furnish to NEERI a Bank Guarantee from a Nationalised Bank for an amount of ₹ ----- w.e.f. the date of award of contract as security for non-compliance of any of the conditions of the assignment at the time of executing the agreement.

अतः अब ये दोनों पक्ष इन अंतर्नियमों द्वारा और ऊपर उल्लिखित पूर्व शर्तों पर निम्नवत् रूप से सहमत हैं:

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:

क. सामान्य शर्तें

1. कि इस करार के दोनों पक्षों के बीच यह स्पष्ट मतैक्य एवं सहमति है कि ठेकेदार द्वारा ऊपर उल्लिखित सेवाओं के लिए तैनात व्यक्ति सभी उद्देश्यों और प्रयोजनों के लिए ठेकेदार के कर्मचारी रहेंगे और इस प्रकार तैनात व्यक्ति ठेकेदार के नियंत्रण और पर्यवेक्षण में रहेंगे तथा किसी भी मामले में सीएसआईआर/नीरी और उक्त व्यक्तियों के बीच नियोक्ता तथा कर्मचारी का प्रत्यक्ष व अप्रत्यक्ष संबंध नहीं होगा।

A. GENERAL 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/NEERI shall accrue/arise implicitly or explicitly.
2. कि समनुदेशित कार्य का उत्तरदायित्व लेने पर ठेकेदार निदेशक नीरी या उसके नामिती के साथ परामर्श करके अपने कार्मिकों के कार्य का क्रियाविधि और कार्य समनुदेशन तैयार करेगा। तदुपरांत ठेकेदार समय-समय पर समनुदेशित कार्य की समीक्षा करेगा तथा निदेशक ,सीएसआईआर- नीरी को उसकी प्रणाली को और अधिक उपयोगी बनाने के लिए सलाह देगा। साथ ही ठेकेदार निदेशकए सीएसआईआर- नीरी अथवा निदेशक द्वारा इस संबंध में समय-समय पर नामित अधिकारी द्वारा उसे दिए गए निदेशों/अनुदेशों का अनुपालन करने के लिए बाध्य होगा और उन्हें अमल में लाएगा।
2. That on taking over the responsibility of the work assigned the CONTRACTOR shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director, CSIR-NEERI or his nominee. Subsequently, the CONTRACTOR shall review the work assigned from time to time and advise the Director, NEERI for further streamlining their system. The CONTRACTOR shall further be

bound by and carry out the directions/instructions given to him by the Director, CSIR-NEERI or the officer designated by the Director in this respect from time to time.

3. कि यह सुनिश्चित करने के लिए कि ठेकेदार द्वारा तैनात कर्मचारी अपनी ड्यूटी कर रहे हैं अथवा नहीं निदेशक नीरी अथवा निदेशक द्वारा प्राधिकृत कोई अन्य व्यक्ति ठेकेदार द्वारा तैनात कर्मचारियों की आकस्मिक जाँच कर सकता है।
3. That the Director, , CSIR-NEERI or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the CONTRACTOR in order to ensure that persons deployed by him are doing their duties.
4. कि ठेकेदार द्वारा इस प्रकार तैनात किन्हीं व्यक्तियों में से कोई व्यक्ति निर्धारित अपेक्षाओं पर खरा नहीं उतरता अथवा अपनी ड्यूटी का निष्पादन उपयुक्त रूप से नहीं करता अथवा किसी गैर-कानूनी बलवा अथवा विच्छृंखल आचरण में लिप्त पाया जाता है, तो ठेकेदार इस संबंध में सीएसआईआर/नीरी द्वारा रिपोर्ट किए जाने पर ऐसे कर्मचारी को तुरंत काम से हटा देगा और उसके विरुद्ध उपयुक्त कार्रवाई करेगा। साथ ही ठेकेदार निदेशक नीरी की माँग पर कथित व्यक्ति के उक्त कृत्यों में लिप्त पाए जाने पर उसे तुरंत बदल देगा।
4. That 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 commits misconduct or indulges in any unlawful riot or disorderly conduct, the CONTRACTOR shall immediately withdraw and take suitable action against such persons on the report of the CSIR/NEERI in this respect. Further, the CONTRACTOR shall immediately replace the particular person so deployed on the demand of the Director, NEERI in case of any of the aforesaid acts on the part of the said person.

ख. ठेकेदार की बाध्यताएँ

1. कि ठेकेदार **संलग्नक "२"** पर उल्लिखित उसे समनुदेशित कार्य को नीरी के परामर्श से अपनी समझ के अनुसार यथोचित ढंग से सावधानी और कर्मठतापूर्वक सम्पन्न करेगा।

B. CONTRACTOR'S OBLIGATIONS

1. That the CONTRACTOR shall carefully and diligently perform the Work Assigned to him as mentioned at **Annexure '--'** as deemed fit by him in consultation with NEERI.
2. कि समनुदेशित कार्य के निष्पादन हेतु ठेकेदार शारीरिक रूप से स्वस्थ व्यक्तियों को तैनात करेगा। ठेकेदार यह सुनिश्चित करेगा कि ये कर्मचारी अपनी ड्यूटी के निष्पादन में नियमित, अनुशासित एवं सतर्क हो।

2. That for performing the Work Assigned, the CONTRACTOR shall deploy medically and physically fit persons with more than 18 years of age and below 55 years of age. The CONTRACTOR shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
3. कि ठेकेदार सीएसआईआर/नीरी के परिसरों में तैनात व्यक्तियों के नाम, पिता का नाम, आवासीय पता, आयु इत्यादि संबंधी ब्यौरे प्रस्तुत करेगा। कार्य के लिए तैनात ठेकेदार के कर्मचारियों की उपयुक्त पहचान के लिए वह उनके फोटो/पहचान पत्र आदि जारी करेगा और ऐसे कर्मचारी ड्युटी के दौरान अपने पहचान पत्र प्रदर्शित करेंगे।
3. That the CONTRACTOR shall submit details, such as names, parentage, residential address, age, passport size photograph etc. of the persons deployed by him in the premises of CSIR/NEERI. For the purpose of proper identification of the employees of the CONTRACTOR deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards on person at the time of duty.
4. कि ठेकेदार उन्हें ऐसी मजदूरी और अन्य सभी देय राशियों का भुगतान करने के लिए उत्तरदायी होगा, जिन्हें वे विभिन्न श्रम कानूनों और अन्य सांविधिक प्रावधानों के अंतर्गत प्राप्त करने के हकदार हैं।
4. That the CONTRACTOR shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
5. कि ठेकेदार सीएसआईआर को प्रदत्त उक्त सेवाओं के संबंध में, यदि आवश्यक हुआ तो, अपने खर्च पर आवश्यक बीमा करवाएगा और उन पर लागू ठेका श्रमिक (विनियमन और उन्मूलन) अधिनियम, 1970; कर्मचारी राज्य बीमा अधिनियम; कामगार प्रतिपूर्ति अधिनियम, 1923; मजदूरी भुगतान अधिनियम, 1936; कर्मचारी भविष्य निधि (और विविध प्रावधान) अधिनियम, 1952; बोनस भुगतान अधिनियम, 1965; न्यूनतम मजदूरी अधिनियम, 1948; नियोक्ता देयता अधिनियम, 1938; बाल रोजगार अधिनियम, 1938; प्रसूति हितलाभ अधिनियम के सांविधिक प्रावधानों और/अथवा किन्हीं अन्य नियमों/विनियमों और/अथवा कानूनों का अनुपालन करेगा।
5. That the CONTRACTOR shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR 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, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and/or any other Rules/regulations and/or statutes that may be applicable to them.

6. कि ठेकेदार श्रम कानूनों अथवा किन्हीं अन्य सांविधिक प्रावधानों के किसी प्रकार के उल्लंघन के लिए अकेला ही उत्तरदायी होगा और साथ ही सांविधिक प्रावधानों का अनुपालन न होने की वजह से सभी प्रकार की चूकों, त्रुटियों, भंग और/अथवा किसी दावों, मांग, हानि, क्षति और खर्चों आदि के लिए सीएसआईआर को क्षतिपूर्ति करेगा। यदि ठेकेदार एतदधीन और/अथवा उक्त अधिनियमों नियमों/विनियमों और/अथवा इनके अथवा इनमें से किसी के अंतर्गत बनाई गई किन्हीं उप-विधियों/अथवा नियमों के अंतर्गत किसी बाध्यता को पूरा करने में विफल रहता है, तो सीएसआईआर को ऐसे दावों, मांगों, हानि अथवा क्षति के कारण उसे हुए नुकसान अथवा खर्च की वसूली ठेकेदार के मासिक भुगतानों में से करने का हक होगा।
6. That the CONTRACTOR shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of the aforesaid statutory provisions. CONTRACTOR's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, CSIR 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, demand, loss or injury, from the CONTRACTOR's monthly payments.
7. कि ठेकेदार से अपेक्षित होगा कि वह भवन परिसरों के भीतर स्थायी उपस्थिति रजिस्टर/नामावली रखे जिसे सीएसआईआर/नीरी के प्राधिकृत अधिकारी द्वारा किए जानेवाले निरीक्षण एवं जांच के लिए उपलब्ध कराया जाएगा।
7. That the CONTRACTOR shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officers of CSIR/NEERI.
8. कि सीएसआईआर/नीरी के प्रतिनिधि की उपस्थिति में इस प्रकार तैनात व्यक्तियों को मजदूरी आदि का भुगतान करेगा और इस करार के अंतर्गत कार्य करने के लिए उसके द्वारा तैनात व्यक्तियों की सभी देय राशियों के भुगतान के प्रमाण के रूप में मजदूरी रजिस्टर/मस्टर रोल इत्यादि की प्रतियाँ मांग किए जाने पर सीएसआईआर/नीरी को प्रस्तुत करेगा। ठेकेदार पर यह बाध्यता, यह सुनिश्चित करने के लिए अधिरोपित की जाती है कि वह ठेका श्रमिक (विनियमन और उन्मूलन) अधिनियम, 1970 के प्रावधानों के अनुसार सीएसआईआर के कार्यों के संबंध में तैनात अपने कर्मचारियों के प्रति विभिन्न श्रम कानूनों के अंतर्गत अपनी वचनबद्धताओं को पूरा करे। ठेकेदार मजदूरी के भुगतान, मजदूरी से मजदूरी अवधि की कटौती, अदा नहीं की गई मजदूरी और अप्राधिकृत रूप से की गई कटौतियों की वसूली, मजदूरी पुस्तिका, मजदूरी पर्ची रखने, मजदूरी के मानों तथा रोजगार निबंधन का प्रकाशन

करने, निरीक्षण और आवधिक विवरणों को प्रस्तुत करने के संबंध में श्रम विनियमों का समय-समय पर अनुपालन करेगा अथवा अनुपालन करवाएगा।

8. That the CONTRACTOR shall make the payment of wages, etc. to the persons deployed in the presence of representative of the CSIR/ NEERI and shall on demand furnish copies of wage register/muster roll, etc. to NEERI for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the CONTRACTOR to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of CSIR in this respect as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970. The CONTRACTOR shall comply with or cause to be complied with the Labour Regulations from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
9. कि ठेकेदार परवर्ती माह का बिल प्रस्तुत करने से पहले सीएसआईआर/नीरी में तैनात किए गए व्यक्तियों के नाम से ईएसआई और ईपीएफ अंशदान की राशि को जमा करने का प्रमाण प्रस्तुत करेगा। यदि ठेकेदार ऐसा नहीं करता है, तो ईएसआई और ईपीएफ अंशदान की राशि को उसके द्वारा अपेक्षित दस्तावेज प्रस्तुत नहीं किए जाने तक रोक लिया जाएगा। साथ ही, मजदूरी के ब्योरे में शामिल बोनस संबंधी मद के बारे में, जब भी बोनस का भुगतान किया जाता है, सीएसआईआर/नीरी से उस वास्तविक भुगतान की प्रतिपूर्ति का दावा करते समय ठेकेदार को संबंधित बोनस रजिस्टर/भुगतान का प्रमाण प्रस्तुत करना होगा। यदि किसी भी कारणवश, बोनस से संबंधित कोई भी अधिक राशि ठेकेदार के पास शेष रहती है तो वह उसे तुरंत नीरी को लौटा देगा।
9. That the CONTRACTOR shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed by him at CSIR/NEERI in their respective names before submitting the bill for the subsequent month. In case the CONTRACTOR fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents. Further with regard to the element of Bonus included in the break-up of wages, the CONTRACTOR shall produce the concerned Bonus Register/Proof of payment whenever the payment of bonus is made for claiming the reimbursement of the actual payment from CSIR/NEERI on this account. In case any excess amount on account of bonus remains with the CONTRACTOR for whatsoever reason, he shall immediately refund the same to NEERI.
10. कि ठेकेदार स्वयं द्वारा तैनात कर्मचारियों के किसी गैर-कानूनी बलवा अथवा विच्छृंखल आचरण अथवा कृत्यों को रोकने के लिए सभी प्रकार के यथोचित पूर्वोपाय करेगा और सीएसआईआर की संपत्ति तथा व्यक्तियों की शांति एवं सुरक्षा को बनाए रखना सुनिश्चित करेगा।

10. The CONTRACTOR shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR.
11. कि ठेकेदार अपने व्यक्तियों को इस प्रकार तैनात करेगा कि उन्हें सप्ताह में एक बार आराम मिल सके। उनसे लिए जानेवाले कार्य का समय/छुट्टी दुकान और स्थापना अधिनियम के संबंधित प्रावधानों के अनुरूप हो। ठेकेदार अपने कामगारों के संबंध में उनके सभी मान्यता प्राप्त त्यौहारों, आराम के दिनों और धार्मिक या अन्य रीति रिवाजों का सम्यक् ध्यान रखेगा। यदि ठेकेदार समय-समय पर संशोधित ठेका श्रमिक (विनियमन और उन्मूलन) अधिनियम, 1970 के प्रावधानों सहित श्रम कानूनों के किसी भी प्रावधान में चूक अथवा भंग कर रहा है अथवा उक्त विनियमों और नियमों के प्रावधानों के अंतर्गत तत्त्वतः गलत कोई सूचना अथवा कोई विवरण प्रस्तुत अथवा फाइल कर रहा है, तो वह किसी अन्य दायित्व के पूर्वाग्रह के बिना निदेशक नीरी को सीएसआईआर/नीरी द्वारा दावा की गई राशि का भुगतान करेगा।
11. That the CONTRACTOR shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do 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 in furnishing any information, or submitting of 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, NEERI a sum as may be claimed by CSIR/ NEERI.
12. कि ठेकेदार ठेके के समाप्त होने पर अपने द्वारा तैनात सभी कार्मिकों को नीरी के परिसरों से हटा लेगा और यह सुनिश्चित करेगा कि ऐसा कोई भी व्यक्ति प्रत्यक्ष एवं अप्रत्यक्ष रूप से नीरी के लिए किसी प्रकार का व्यवधान/रुकावट/समस्या उत्पन्न न करे।
12. The CONTRACTOR shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of NEERI and ensure that no such person shall create any disruption/hindrance/problem of any nature in NEERI either explicitly or implicitly.
13. ठेकेदार का कार्यनिष्पादन असंतोषजनक होने पर और/अथवा उसके द्वारा तैनात कार्मिकों को लापरवाही अथवा विफलता के कारण संस्थान को किसी प्रकार की हानि/क्षति होने पर अथवा ठेकेदार द्वारा करार भंग किए जाने पर इस प्रकार जमा प्रतिभूति धन-राशि जब्त अथवा विनियोजित कर ली जाएगी।
13. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the CONTRACTOR and / or loss/damages 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.

14. ठेकेदार को इस जमानत राशि की वापसी ठेके के समाप्त होने के एक माह के भीतर तभी की जाएगी, जब ठेके का कार्यनिष्पादन संतोषजनक होगा तथा सीएसआईआर/नीरी की आवश्यकतानुसार सभी वैधानिक देयताओं का निपटान होगा।
14. The security deposit will be refunded to the CONTRACTOR within one month of the expiry of the contract only on the satisfactory performance of the contract and after compliance of all statutory obligations as per the requirement of CSIR/NEERI.
15. कि ठेकेदार स्वयं द्वारा तैनात कर्मचारियों के सभी प्रकार के दावों के लिए सीएसआईआर को क्षतिपूर्ति करेगा। यदि इस प्रकार तैनात ठेकेदार का कोई भी कर्मचारी किसी प्रकार का विवाद करता है, तो इसके प्रतिवाद का उत्तरदायित्व मुख्य रूप से ठेकेदार का होगा। यदि सीएसआईआर को पक्ष बनाया जाता है और उसे ऐसे मुकदमों का प्रतिवाद करना पड़ता है, तो ठेकेदार द्वारा सीएसआईआर को काउंसिल शुल्क एवं अन्य व्ययों के वास्तविक व्ययों की प्रतिपूर्ति माँग किए जाने पर अग्रिम भुगतान के रूप में की जाएगी। साथ ही ठेकेदार यह सुनिश्चित करेगा कि इस संबंध में किसी भी प्रकार की वित्तीय या अन्य दायित्व सीएसआईआर पर न आए और वह इस संबंध में सीएसआईआर को क्षतिपूर्ति करेगा।
15. That the CONTRACTOR shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the CONTRACTOR. In case any employee of the CONTRACTOR so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the CONTRACTOR to contest the same. In case CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel Fees and other expenses which shall be paid in advance by the CONTRACTOR to CSIR on demand. Further, the CONTRACTOR shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect
16. साथ ही ठेकेदार सीएसआईआर की सम्पत्ति एवं परिसम्पत्तियों के किसी भी प्रकार के नुकसान के लिए सीएसआईआर को क्षतिपूर्ति करेगा। सीएसआईआर को यह अधिकार भी होगा कि वह इस ठेके के तहत ठेकेदार को देय भुगतानों में से उक्त किन्हीं राशियों का समायोजन और/या कटौती कर सके।
16. The CONTRACTOR shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR 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.

ग. सीएसआईआर की बाध्यताएँ

1. कि ठेकेदार द्वारा दी गई ऊपर उल्लिखित सेवाओं के बदले उसे मासिक आधार पर ₹-----मुश्त राशि का भुगतान सेवा कर के साथ वास्तविक राशि या जो कम होगा उससे किया जाएगा यह राशि मजूरी के ब्योरे से कड़ीबद्ध है जो **संलग्न '....'** में दर्शायी है। एक दिन के न्यूनतम श्रमिक से कम श्रमिक पाने पर एकमुश्त बिल की राशि से समानुपाती कटौती की जाएगी। ऐसा भुगतान ठेकेदार द्वारा प्रस्तुत और इस संबंध में निदेशक नीरी द्वारा नामित अधिकारी द्वारा विधिवत प्रमाणित बिलों के आधार पर किया जाएगा।

C. CSIR'S OBLIGATIONS

1. That in consideration of the services rendered by the CONTRACTOR as stated above, he shall be paid a lump sum of ₹ ----- **p.m.** (including GST per month linked to the break up of wages given in Annexure '--' or actual amount which ever is less on monthly basis. Proportionate deduction will be made from the lumpsum bill amount if labourers supplied are found less than the minimum requirement per day. Such payment shall be made within 10 days from the date of receipt of the duly completed bill to be raised by the CONTRACTOR and duly certified by the officer designated by Director NEERI in this regard.
2. कि सीएसआईआर ठेकेदार को उपर्युक्त एकमुश्त राशि का भुगतान करने के लिए सहमत है जो मजूरी ब्योरे पर आधारित होगा जिसे **संलग्न '..'** में दर्शाया है। परवर्ती महीनों का बिल जमा करने से पूर्व, इसके द्वारा तैनात किए गए मजदूरों के संबंधित अकाउन्ट में अंशदान जमा होने का प्रमाण प्रस्तुत करने पर, ईएसआई तथा ईपीएफ से संबंधित भुगतान, तत्संबंधी अधिनियम के अंतर्गत वर्णित दर के अनुसार मासिक आधार पर किया जाएगा। मजूरी के ब्योरे में शामिल बोनस के मद के बारे में, यह मजदूरों को बोनस का वास्तविक भुगतान होने पर दिया जाएगा। इस संबंध में अधिक भुगतान होने पर, यदि कोई है, उस राशि की वसूली/समायोजन ठेकेदार से नीरी द्वारा अगले बिल में की जाएगी। बोनस मद से संबंधित राशि का आधार वास्तविक आकड़े के अनुसार "प्रतिपूर्ति का सिध्दांत" होगा।
2. That the aforesaid lump sum amount has been agreed to be paid by CSIR to the CONTRACTOR based upon the break-up of wages given in **Annexure '--'**. The payment on account of EPF & ESI will be released on monthly basis at the prescribed rates under the respective Act on submission of proof of having deposited these contributions in r/o the workers deployed by him in their respective accounts before submitting the bill for the subsequent months. As regards to the element of bonus included in the break-up of wages it will be released whenever the payment of bonus is actually made to the labourers. In case there happens to be excess payment on this account, if any, the same amount shall be recovered / adjusted from the CONTRACTOR by NEERI in the next bill. The amount on account of bonus element is, "on the principle of reimbursable basis, as per actuals".

3. कि सीएसआईआर उपयुक्त सरकार द्वारा समय-समय पर मजदूरी में संशोधन किए जाने के कारण अभिवृद्धि/बढ़ोतरी प्रभारों का ठेकेदार को भुगतान करेगा।
3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR/NEERI to the CONTRACTOR.
4. कि सीएसआईआर/नीरी ठेकेदार द्वारा प्रदान की गई सेवाओं के कारण प्राधिकरणों को उसके द्वारा भुगतान किए गए सेवा कर, यदि कोई हो, की प्रतिपूर्ति करेगा। यह प्रतिपूर्ति ठेकेदार द्वारा उक्त राशि को जमा करने का प्रमाण प्रस्तुत करने पर स्वीकार्य होगी।
4. That the CSIR/ NEERI shall reimburse the amount of GST, if any, paid by the CONTRACTOR to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the CONTRACTOR.

घ. शास्ति/दायित्व

1. कि ठेकेदार इस करार के निबंधन एवं शर्तों का निष्ठापूर्वक अनुपालन करने के लिए उत्तरदायी होगा। इस करार के किसी भंग की दशा में इसे समाप्त किया जा सकता है और जमानत जमा जब्त कर ली जाएगी और साथ ही उसके (ठेकेदार) जोखिम एवं लागत पर किसी अन्य एजेंसी से कार्य करवाया जा सकता है।

D. 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 same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.
2. कि यदि ठेकेदार इस करार की किसी निबंधन एवं शर्तों का उल्लंघन करता है अथवा कोई चूक करता है या इस संबंध में निदेशक नीरी द्वारा प्राधिकृत अधिकारी उसकी सेवाओं से पूर्णतया संतुष्ट नहीं है, तो माह विशेष के बिल की कुल राशि में से अधिकतम 10% तक की कटौती शास्ति के रूप में अधिरोपित कर दी जाएगी।
2. That if the CONTRACTOR violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director, NEERI in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

ड. प्रारंभ एवं समाप्ति

1. कि यह करारसे प्रभावी होगा और एक साल की अवधि के लिए प्रभावी रहेगा (परीक्षण अवधि के संतोषजनक समाप्त होने के शर्त पर)। इस करार की अवधि को आपस में तय निबंधन एवं शर्तों पर बढ़ाया जा सकता है।

E. COMMENCEMENT AND TERMINATION

1. That this agreement shall come in to force w.e.f. _____ and shall remain in force for a period of one year (Subject to satisfactory completion of trail period). This agreement may be extended on such terms and conditions as are mutually agreed upon.

2. कि इस करार को निम्नांकित किसी भी आकस्मिकता के होने पर समाप्त किया जा सकता है :-
क) यथोक्त ठेका अवधि समाप्त होने पर

ख) निम्नांकित के लिए सीएसआईआर द्वारा एक माह का नोटिस देकर

(i) ठेकेदार द्वारा इस करार की किसी भी निबंधन एवं शर्त को भंग किए जाने पर

(ii) ठेकेदार द्वारा नीरी की लिखित अनुमति लिए बिना किसी उप ठेकेदार को उक्त ठेका या उसका कोई भाग देने पर

ग) सक्षम न्यायालय द्वारा ठेकेदार को दिवालिया घोषित किए जाने पर

उपर्युक्त स्थिति में ठेके के समापन के लिए नोटिस अवधि के दौरान ठेकेदार नोटिस अवधि के समाप्त होने तक अपने कार्यों को पहले की तरह निष्पादित करेगा।

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 CSIR on account of;

i) committing breach by the CONTRACTOR of any of the terms and conditions of this agreement.

ii) assigning the contract or any part thereof to any sub CONTRACTOR by the CONTRACTOR without written permission of NEERI.

c) On CONTRACTOR being declared 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.

च. विवाचन

1. इस करार के तहत अथवा इससे संबंधित किसी प्रकार का प्रश्न, विवाद/मतभेद उत्पन्न होने पर (ऐसे मामलों को छोड़कर जिनके निर्णय इस करार के तहत विशेष रूप से उपलब्ध कराए गए हैं) उन्हें महानिदेशक, सीएसआईआर या उनके नामिती के एकमात्र विवाचन के लिए भेजा जाएगा।

F. 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 to DG CSIR or his nominee.
2. ऐसे विवाचक का अधिनिर्णय अन्तिम होगा और दोनों पक्षों के लिए बाध्यकारी होगा। जिस विवाचक के पास मूल रूप से यह मामला भेजा जाता है, यदि उसका स्थानांतरण किया जा रहा है अथवा अपना पद रिक्त कर रहा है अथवा त्यागपत्र दे रहा है अथवा कार्य करने से इंकार कर रहा है अथवा अपने कार्य की उपेक्षा कर रहा है अथवा किसी अन्य कारण से कार्य करने में असमर्थ है, तो ऐसी स्थिति में महानिदेशक, सीएसआईआर इस करार के निबंधन के अनुसार निवर्तमान विवाचक के स्थान पर किसी अन्य व्यक्ति को विवाचक के रूप में नियुक्त करेंगे तथा इस प्रकार नियुक्त व्यक्ति उस स्तर से संदर्भ लेकर आगे कार्रवाई करने का हकदार होगा जिस स्तर तक उसके पूर्वाधिकारी द्वारा कार्रवाई की गई थी।
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, CSIR 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 person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. ऐसा विवाचक यथावश्यकता अंतरिम अधिनिर्णय और/या निदेश दे सकता है।
3. The Arbitrator may give interim award(s) and/or directions, as may be required.
4. उपर्युक्त प्रावधानों के अधीन, विवाचन एवं सुलह अधिनियम, 1996 और इसके तहत बनाई गई नियमावली तथा समय-समय पर किए गए इनसे संबंधित कोई प्रभावी आशोधन इस क्लॉज के तहत विवाचन कार्यवाहियों के लिए लागू माने जाएँगे।
4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made there under and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
5. The venue of arbitration shall be CSIR-NEERI, Nagpur.

6. The other terms and conditions enumerated in the NIT and Tender document shall be the part of this agreement.

In the event of any dispute, requirement of clarification and interpretation the English version will be treated as final binding.

निम्नांकित गवाहों के समक्ष इन पक्षों ने पूर्वोक्त लिखित तारीख, माह और वर्ष में इस विलेख पर हस्ताक्षर किए हैं।

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

टेकेदार के लिए
और टेकेदार की
ओर से
गवाह

वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद
अनुसंधान भवन, रफी मार्ग, नई दिल्ली-110001
के लिए और उसकी ओर से

- 1.
- 2.

वि. एवं.ले. द्वारा प्रतिहस्ताक्षर

For and on behalf of
the CONTRACTOR _____

For and on behalf of
Council of Scientific & Industrial Research
Anusandhan Bhawan
Rafi Marg, New Delhi – 110 001

WITNESS

- 1.
- 2.

Countersigned by FAO