

CSIR-National Environmental Engineering Research Institute

Nehru Marg, Nagpur – 440 020

(Council of Scientific & Industrial Research)

Tender No. 15(24)Gen/Clean/23

12/10/2023

Notice Inviting E-Tender(Through GeM)

CSIR-National Environmental Engineering Research Institute (CSIR-NEERI), Nagpur a constituent unit of Council of Scientific & Industrial Research an Autonomous Organization under the Ministry of Science & Technology, Govt.of India is a premier R&D laboratory of international repute in the area of Environmental Engineering invites E-tenders through GeM from reputed and experienced firms/agencies having functional office at Nagpur for providing **Cleaning, Sweeping and Sanitation services of entire premises and all the roads of CSIR-NEERI, Nagpur.** The Bidding firms may submit their bid through GeM portal in two bid format i.e. Technical Bid & Financial Bid as per details below :-

Name of Work	Tender Document Fees	EMD	Period of Contract	Estimated value of contract in Rs.
Cleaning, Sweeping and Sanitation of entire premises and all internal roads of CSIR-NEERI, Nagpur	Nil	*Rs. 3,36,000/-	One year, which may be extended upto maximum another one year on satisfactory performance and on mutual consent on existing terms and conditions.	Rs. 1.68 Crore + GST (for 12 months)

*Exemption for the agencies having MSME Certificate.

Detailed information regarding the terms and conditions can be downloaded from the following website: www.neeri.res.in.

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

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

Sd/-

Administrative Officer
For & on behalf of Director, CSIR-NEERI

(A) Mandatory Requirements :

The contractors /agencies must meet the following mandatory requirements. Attache all relevant supporting documents:

1. Registration under shops & establishment Act / Certificate of Incorporation under Company Act, whichever is applicable.
2. Registration with EPF, ESI, GST, Professional Tax authorities.
3. Registration with Regional Labour Commissioner (Central / State) preferably with Nagpur RLC as per provision of Contract Labour (Regulation & Abolition) Act 1970.
4. Valid Income Tax returns filed with concerned IT Office for the last 3 Financial Years 2020-21, 2021-2022 and 2022-2023.
5. Annual Turnover Rs.84.00 Lakhs or more. Attach Audited Balance Sheet by Chartered Accountant for the last 3 Financial Years 2020-21, 2021-2022 and 2022-2023.
6. Last 3 years experience in providing Cleaning, Sweeping and Sanitation services to Govt. Establishment /Public Sector undertaking /R&D Institution/ CSIR or it's National Laboratories/autonomous bodies etc. with performance certificates / Clientele list along with address and contact numbers.
7. Copy of PAN/TAN.
8. The Agency shall furnish details of any legal suit/ legal action/ blacklisting/ Fine/Penalties imposed, Pending cases especially with regard to any violation in the PF Act, ESI Act, Labour Laws, Income Tax or any other during the period of contract with details etc. An affidavit affirmed to this effect on stamp paper of Rs.100/- duly attested by a notary, needs to be submitted. The affidavit needs to be provided even if there is no pending legal proceeding.

Note:

- a) Successful bidder will have to furnish Account Payee Demand Draft /Fixed Deposit Receipt / Insurance Surety Bond from a Commercial Bank of 10% of total approved value of contract for 18 months from a Commercial /Nationalized Bank at Nagpur Branch drawn in favour of Director, CSIR-NEERI, Nagpur w.e.f. date of award of contract as security deposit for non-compliance of any of the conditions of the assignment at the time of executing the agreement.
- b) The Agencies /Tenderers may visit the site of CSIR-NEERI, Nagpur premises for assessing the scope of work before submitting the tender.
- c) The details of the area for award of Cleaning, Sweeping and Sanitation services are as per Annexure 'A'.

Scope of Work

Tender for Outsourcing the jobs /activities for Cleaning, Sweeping and Sanitation as under:

1) Scope of Work for Cleaning & Sweeping Work

1.1 Daily Cleaning

- Cleaning & sweeping of office rooms including flooring that of all office area in the premises, Canteen, Guest House, Research Scholars Home, Dispensary, Bathing water facility, Staff Club, Community Hall.
- Cleaning of inner and outer glass panels structures of offices.
- Cleaning of all office tables, computer keyboard drawers etc.
- Arrangement and re-arrangement of all furniture as required (shifting of furniture/instruments).
- Removal of stains from walls of all the office rooms/ laboratories
- Cleaning dustbins and to ensure their availability at all times at all designated places
- Cleaning of all window panes outside the cabins.
- Cleaning of reception area and staircase area and compound of our premises.
- Cleaning of all the roads of the premises and adjoining area.
- Brooming of the entire Institute areas including all roads and its adjoining areas in office

premises.

- Brooming of Guest House, Canteen, Research Scholars Home, Dispensary, Staff Club, Children Park, Community Hall and its adjoining areas.
- Removal of dry leaves from roof top of buildings, parking sheds etc.
- Cleaning of rain water/waste water/open line drains and time to time removal of chokage etc.
- Other manual labour works like Shifting of instruments/materials/cylinders etc. from one place to another within the Institute premises. Shifting of gamalas and laying of carpets on certain occasion.
- Keeping the pantry clean and dry.
- Daily cleaning of Auditorium.
- Any other work related to cleaning of building premises.
- Cleaning of staff quarters and its surrounding areas before allotment.
- Other manual labour works.

1.1 Weekly cleaning

- Scrubbing and cleaning of all floor areas of the buildings with soap & disinfectant
- Cleaning of all the glass structures with soap and paper.
- Cleaning of all staircases, staircase landings and elevator areas soap & disinfectant.
- Removing of cobwebs.
- Cleaning of all electrical fixtures like ceiling fan blades, tube light. A.C. grills and light covers.

2) Scope of Work for Sanitation Work

- Cleaning of all toilet blocks (As per Annexure B) four times a day. Replenishing toilet tissue paper, tissue rolls, air fresheners, naphthalene, sanitary balls & liquid toilet soap, Turkish towels, odonil, mosquito repellent, toilet cleaners, dustbins etc. in sufficient quantities so as to ensure proper cleanliness and hygiene.
- Disposal of waste from dustbins of wash rooms /toilets.

(For The Tenderer)

I/We hereby undertake that:

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

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

GENERAL TERMS AND CONDITIONS

1. E- Tenders in two bid system, i.e. Technical Bid & Financial Bid for “**Tender for Outsourcing the jobs/activities for Cleaning, Sweeping and Sanitation at CSIR-NEERI, Nagpur**” are invited by the Director, CSIR-NEERI, Nagpur for outsourcing the jobs, from registered agency/contractor having experience in carrying out similar work with Central Govt./State Govt./Autonomous bodies under Central/State Govt./Local authorities and holding valid License under the provision of Contract Labour (Regulation & Abolition) Act, 1970 for period of one year on contract basis which can be extended on same terms and conditions at the discretion of Director, CSIR-NEERI. The technical bid should contain all the documents that will make the agency technically qualified. The financial bids of only technically qualified bidders will be opened. The financial bid shall be submitted in the format provided only.
2. Any Bidder willing to take part in the process of e-tendering will have to get registered in the GeM by the logging on to the portal www.gem.gov.in. In case any difficulty the tenderer can consult on the following numbers 0712-2249885-88.
3. Bids must be received through GeM only. No other mode is acceptable. Bids will be opened on the specified date and time. In the event of the date specified for bid opening being declared as closed holiday, the bids will be opened on next working day.
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5. The contractor will have to provide manpower with sound health with more than 18 years and upto 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.
6. In case, the integrity, character and behaviour of any of the contractor’s worker is found doubtful, he should be replaced immediately by the contractor on receiving instructions from any authorized Officer of CSIR-NEERI, Nagpur.
7. The contractor will provide the list of consumable materials to be used by the contractor on daily basis as per Annexure. These materials will be brought by the contractor at his own cost for day to day as per **Annexure C** for cleaning purposes so as to maintain cleanliness and hygiene as per the scope of work. Besides that the Institute will support with equipments like big ladder with wheel, dustbins large and small.
8. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets movable and immovable of the Institute (CSIR-NEERI, Nagpur) while working 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.
9. The contract will be given for a period of one year which may be extended upto maximum one year on satisfactory performance and on mutual consent on existing terms and conditions.
10. The contract may be terminated by CSIR-NEERI, Nagpur without giving any reasons at any time by giving 30 days notice in advance.
11. In case the contractor decides to discontinue the work, he will have to give two month’s advance notice to the CSIR-NEERI, Nagpur.

12. The contractor shall be liable for making payments of wages and meeting all other statutory liabilities of the workers deployed by him.
13. 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.
14. 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.
15. All documents including details of payment made by the contractor to the workers deployed by him shall be open for inspection by Director, CSIR-NEERI, Nagpur or any person authorized by him. Payments to workers deployed by contractor shall be made **directly in to the bank account of the contract labourers.**
16. The contractor shall have to deposit a sum of Rs. 3,36,000/- (Rs. Three Lakhs Thirty Six Thousand Only) in the form of RTGS/ NEFT drawn in favour of Director, CSIR-NEERI, Nagpur along with tender as Earnest Money Deposit. Bank Account No. 30266513766 ; IFSC code SBIN0004224 to be drawn on State Bank of India, NEERI Branch, Nagpur 440020.
17. He will have to furnish Security Deposit of 10% i.e. Rs. 16,80,000/- of total approved contract value in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt. Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects, in favour of Director, CSIR-NEERI, Nagpur valid for a period of 18 months w.e.f. date of award of contract as security for non-compliance of any of the conditions of this assignment at the time of executing the agreement.
18. Any compensation of disengagement on account of death, disability of any workers engaged by the contractor at CSIR-NEERI, Nagpur even though such disability manifests after the termination of the contract, shall be contractor's exclusive liability.
19. 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.
20. 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. The initial cleaning (Sweeping & Mopping) of all the areas shall be completed by 9.00 a.m. on all working days and subsequent cleanings during whole day, failing which a penalty of Rs. 1000/- per day per incidence reported or found in surprise inspection by the CSIR-NEERI administration shall be recovered from the respective month bill in respect of each floor/area of division/sections.
 - ii. Supply of substandard or short supply of cleaning material: Penalty of Rs. 1000/- per incident reported or found in surprise inspection by the NEERI administration shall be recovered from the respective month bill.
21. The contractor shall not sublet the contract or any part thereof to any other party during the entire period of the contract.

22. The contractor shall be responsible for fulfilling all his obligations towards the workers deployed under law, namely, the Minimum Wages Act, EPF Act, ESI Act, Bonus Act, Maternity Benefit Act as applicable and amended from time to time. The contractor shall conform to the provisions of Central and State Act(s) or the regulations on the subject.
23. 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.
24. 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.
25. The decision of the Director, CSIR-NEERI, Nagpur regarding any disputes whatsoever arising out of the contract will be final and binding on the contractor.
26. 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.
27. 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.
28. Tenders which do not fulfill all or any of the above conditions or incomplete in any respect are liable for rejection.
29. The contractor shall declare in writing if he is related to any of the officers/ employees of the Institute with details of relationship thereof.
30. 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.

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

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

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

TENDERER'S SIGNATURE

DATE :

OFFICIAL STAMP:

Definition:

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

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

or

(b) they are husband and wife,

or

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

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

Details of Toilets in Institute and Colony premises				
Sr. No.	Description	No. of Toilet	Area (Sqm) per toilet	Total Area (Sqm)
	Details of Toilet			
	Institute Premises			
	Main Building			
1	Gents toilet GF near SHWM	1	12.41	12.41
2	Gents toilet GF opposite to security room	1	9.41	9.41
3	Ladies toilet GF opposite to security room	1	8.16	8.16
4	Gents toilet FF near EVC lab	1	11.34	11.34
5	Gents toilet FF near lift	1	13.91	13.91
6	Ladies toilet FF near lift	1	8.16	8.16
7	Gents toilet SF near Account section	1	11.34	11.34
8	Gents toilet SF opp. To Director office	1	13.91	13.91
9	Ladies toilet SF opp. To Director office	1	8.16	8.16
	Annex Building			
10	Gents Toilet GF, FF, SF	3	8.38	25.14
11	Ladies Toilet GF, FF, SF	3	3.50	10.50
	Silver Jubilee Building			
12	Gents Toilet GF	1	11.85	11.85
13	Ladies Toilet GF	1	3.83	3.83
14	Gents Toilet FF, SF	2	5.58	11.16
15	Ladies Toilet FF, SF	2	3.25	6.50
16	Civil Section Gents Toilet	1	7.05	7.05
17	Civil Section Ladies Toilet	1	3.35	3.35
18	WWT wing III above Civil section Gents toilet	1	9.90	9.90
19	Workshop Gents Toilet	1	19.82	19.82
20	Automobile garage, Gents Toilet	1	8.70	8.70
21	Store & purchase section, GF Gents toilet	1	5.10	5.10
22	Near Old LEM building Gents toilet	1	3.37	3.37
23	Near Old LEM building Ladies toilet	1	1.20	1.20
24	WWT new building Gents toilet, GF, FF	2	7.25	14.50
25	WWT new building Ladies toilet, GF, FF	2	7.25	14.50

26	WWT new building SF toilet	1	3.80	3.80
27	Toilet block near WWT new bldg. Gents toilet	1	9.86	9.86
28	Toilet block near WWT new bldg. Ladies toilet	1	8.92	8.92
29	SBI Gents toilet	1	1.53	1.53
30	SBI Ladies toilet	1	1.53	1.53
31	Common toilet near Canteen	1	2.15	2.15
32	Gate no. 1 security cabin common toilet	1	7.47	7.47
33	Security toilet near Gate no. 2	1	1.88	1.88
34	Toilet near Gate no. 2 by SHWM Div.	1	3.45	3.45
			C/F	293.86

Details of Toilets in Institute and Colony premises				
Sr. No.	Description	No. of Toilet	Area (Sqm) per toilet	Total Area (Sqm)
			B/F	293.86
	COLONY PREMISES			
1	Dispensary Gents Toilet	1	9.64	9.64
2	Dispensary Ladies Toilet	1	2.16	2.16
3	Dr. Paranjape room attached toilet	1	2.00	2.00
4	Dr. Specialist room attached toilet	1	2.82	2.82
5	Dr. Specialist room attached toilet	1	1.48	1.48
6	Community Center Gents toilet	1	9.01	9.01
7	Community Center ladies toilet	1	5.45	5.45
8	Toilet block near Community center gents toilet	1	15.93	15.93
9	Toilet block near Community center ladies toilet	1	10.69	10.69
10	Swimming pool cafeteria, Gents toilet	1	14.87	14.87
11	Swimming pool cafeteria, ladies toilet	1	14.95	14.95
	Total toilet area			382.86sqm

Minimum Material/equipments required for Cleaning , Sweeping and Sanitation*

Sr.No.	Items	Quantity
1.	Hand wash	30 liter/month
2.	Fenyl(white)	40 liter/month
3.	Black Fenyl	15 liter/month
4.	Full zadu	40 pieces/month
5.	Kharata	40 pieces/month
6.	Napthelene Balls	5 kg/month
7.	Odonil	25 pieces/month
8.	Air freshner Napthelene seni cubes	20 packets/month
9.	Dry mop	30 pieces/month
10.	Wet mop	15 pieces/month
11.	Plastic Floor Wiper	10 pieces/month
12.	Wet mop set	25 pieces/month
13.	Detergent powder	5 kg/month
14.	Toilet hand brush 6"X2"	10 kg/month
15.	Bombay Dying towels	36 pieces/half year
16.	Lime(chuna) 40 kg	20 number/half year
17.	Brush 4"	10 pieces/half year
18.	Dettol hand wash	2 pieces/liter/month
19.	Harpic toilet cleaner liquid	15 liter/month
20.	Tissue papar/Napkin	30/month
21.	Tissue paper roll	15 pieces/month
22.	Metal Brush	6 pieces/month
23.	Urinal mat screen super	40 pieces/month
24.	Choke pump special	04 pieces/month
25.	Waste bin 600 lit with four wheels	04 per year
26.	Buckets 10 lit	20 per year
27.	Spray Bottle set	05 pieces/half year
28.	Rubber Hand Gloves	20 /03 months

29.	Room Freshener	08/month
30.	Bleaching Powder	02 kg/month
31.	Check Duster	20/month
32.	Floor cleaner	10 lit/month
33.	Black Hit	05 pieces/month
34.	Tarpentine	01 litre/month
35.	Cello Tape 4'' (Transperant)	04 pieces/month
36.	Collins	05 litre/month
37.	Gum Boots	06 pairs
38.	Datar	06 units
39.	Panja	04 units
40.	Ghamela	06 units
41.	Favda	06 units

Note:

1. Quantity of the material mentioned is minimum. It will be binding on the successful bidder to supply the material by the 2nd of every month which will be inspected by the Lab supervisor of the Institute.
2. Contractor may need to supply extra material than that mentioned above in special circumstances.
3. Supply of less quantity or substandard quality will result in imposing penalty.

FINANCIAL BID

(To be submitted in format provided for GeM and no other format is acceptable)

The **lumpsum monthly amount** for undertaking the Job Contract for Cleaning, Sweeping and Sanitation at CSIR-NEERI campus, Nagpur by the agency is as under;

No.	Description	Lumpsum contract Rate per month (Rs.)
1	Cleaning, Sweeping and Sanitation of entire premises and all roads and Sanitation (Please refer Scope of work, Annexure B, Annexure C and map of NEERI premises) Estimated Cost Rs.14,00,000/-p.m.	Rs.
2	GST as applicable for services	Rs.....
3	Total Value (1+2)	Rs.

Note:

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

DISPUTE RESOLUTION / ARBITRATION

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

Termination For default :

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

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

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

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

Discretion:

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

UNDERTAKING

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

Signature & Stamp of the Bidder

करार / AGREEMENT

सीएसआईआर-नीरी मुख्यालय नागपुर में बाह्य स्रोत द्वारा “Jobs/Activities for Cleaning, Sweeping and Sanitation at CSIR-NEERI, Nagpur” के कार्य” हेतु करार

AGREEMENT FOR outsourcing the “Jobs/Activities for cleaning, Sweeping and Sanitation at CSIR-NEERI, Nagpur” at NEERI Headquarters, Nagpur

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

मेसर्सजिसका कार्यालय पर 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 2023 वर्ष के माह के 01 दिन को यह करार सम्पन्न हुआ।

This AGREEMENT made on this 1st day of....., 2023 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 राष्ट्रिय पर्यावरण अभियांत्रिकी अनुसंधान संस्थान, नेहरू मार्ग नागपुर – 440 020 (इसके बाद इसका उल्लेख सीएसआईआर-नीरी के रूप में किया गया है), में ‘Jobs/Activities for cleaning, Sweeping and Sanitation at CSIR-NEERI, Nagpur’ के कार्य” हेतु ठेका देने का इच्छुक है और जबकि ठेकेदार ने इसके बाद उल्लिखित निबंधन एवं शर्तों पर संबंधित कार्य करने का प्रस्ताव रखा है।

WHEREAS the CSIR is desirous of giving a job contract for **for cleaning, Sweeping and Sanitation at CSIR NEERI, Nagpur**” at CSIR

-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 ठेकेदार ने प्रस्तुत किया है कि वह ठेका श्रमिक (विनियमन और उन्मूलन) अधिनियम, 1970 के प्रावधानों के अन्तर्गत पंजीकृत ठेकेदार है और उसने यह भी प्रस्तुत किया है कि वह इस ठेके को प्राप्त करने का पात्र है एवम् इस संबंध में उसके लिए कोई कानूनी अथवा अन्य वर्जन नहीं है। इस ठेके को निष्पन्न करने के लिए उक्त अधिनियम अथवा इसमें किसी प्रकार के संशोधन के अंतर्गत पूरी की जानेवाली बाध्यताएँ और/अथवा औपचारिकताएँ ठेकेदार द्वारा अपने खर्च आदि पर निभाई जाएँगी तथा ठेकेदार इसके अनुपालन की रिपोर्ट सीएसआईआर को प्रस्तुत करेगा। उक्त अधिनियम या अन्य किसी अधिनियम के प्रावधानों के किसी प्रकार के उल्लंघन के लिए ठेकेदार 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 ‘**Jobs/Activities for cleaning, Sweeping and Sanitation at CSIR-NEERI, Nagpur** के कार्य’ इसके बाद जिसका उल्लेख समनुदेशित कार्य के रूप में किया गया है और जिसका विस्तृत विवरण **संलग्नक “क”** पर किया गया है, का ठेका प्रदान करने के लिए सहमत है।

WHEREAS CSIR/ NEERI has agreed to award the contract for the job of ‘**Jobs/Activities for Cleaning, Sweeping and Sanitation at CSIR-NEERI, Nagpur** hereinafter mentioned as Work Assigned, details of which are given at **Annexure ‘A’**.

और जबकि ठेकेदार सीएसआईआर-नीरी को किसी भी राष्ट्रियकृत बैंक के नागपुर ब्रांच से निर्गत बैंक गारण्टी राशि रु/- के लिए जमानत देने के लिए सहमत है जो अनुबंध की तारीख से 18 माह तक के लिए वैध होगी।

AND WHEREAS the CONTRACTOR has agreed to furnish to CSIR-NEERI a Bank Guarantee of Rs./- from a Nationalised bank at Nagpur Branch, valid for a period of 18 months w.e.f. the date of award of contract.

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 सीएसआईआर-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 नीरी को उसकी प्रणाली को और अधिक उपयोगी बनाने के लिए सलाह देगा। साथ ही ठेकेदार निदेशक 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, CSIR-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 ठेके के अनुसार दिये हुये कार्य किया अथवा नहीं निदेशक नीरी अथवा निदेशक द्वारा प्राधिकृत कोई अन्य व्यक्ति ठेकेदार के कार्य 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 of assigned activities as per the contract.
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, CSIR-NEERI in case of any of the aforesaid acts on the part of the said person.
5. Entire tender documents shall be the part of the agreement
5. संपूर्ण निविदा दस्तावेज अनुबंध का हिस्सा होंगे

ख. ठेकेदार की बाध्यताएँ

1. कि ठेकेदार **संलग्नक "क"** पर उल्लिखित उसे समनुदेशित कार्य को सीएसआईआर-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 'A'** as deemed fit by him in consultation with CSIR-NEERI.
2. कि समनुदेशित कार्य के निष्पादन हेतु ठेकेदार शारीरिक रूप से स्वस्थ व्यक्तियों जिनकी आयु 18 वर्ष से ज्यादा तथा 60 वर्ष से कम हो 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 60 years of age. The CONTRACTOR shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
3. कि टेकेदार सीएसआईआर/नीरी के परिसरों में तैनात व्यक्तियों के नाम, पिता का नाम, आवासीय पता, आयु, फोटो, आधार कार्ड की प्रति, बैंक खाते की प्रति की जानकारी तथा मोबाइल नंबर इत्यादि संबंधी ब्यौरे प्रस्तुत करेगा। कार्य के लिए तैनात टेकेदार 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। एजेंसी अपने खर्च पर एजेंसी के लोगो के साथ ड्रेस भी उपलब्ध कराएगी। बिना ड्रेस और पहचान पत्र के किसी भी कार्यकर्ता को नीरी परिसर में प्रवेश नहीं दिया जाएगा।

- 3 That the CONTRACTOR shall submit details, such as names, parentage, residential address, age, passport size photograph, copy of Aadhar card, bank account copy and mobile number 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. The agency will also provide dress with the logo of the agency at it's own cost. Without dress and identity card no worker will be allowed in NEERI premises.
4. कि टेकेदार 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 टेकेदार 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 ऑनलाइन 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 through online mode 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 CSIR-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-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, CSIR-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।
- 13 The CONTRACTOR shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of CSIR-NEERI and ensure that no such person shall create any disruption/hindrance/problem of any nature in CSIR-NEERI either explicitly or implicitly.
- 14 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।

- 14 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.
- 15 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।
- 15 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.
- 16 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।
- 16 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
- 17 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।

17 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 प्रतिमाह Rs./- (Rs./- including GST) प्रति माह के आधार पर भुगतान किया जाएगा। ऐसा भुगतान विधिवत रूप से पूर्ण बिल प्रस्तुत करने के 10 दिन के भीतर 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 Rs......./- (Rs......./- including GST) on monthly basis. 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 CSIR-NEERI in this regard.
2. कि सीएसआईआर/नीरी ठेकेदार द्वारा प्रदान की गई सेवाओं के कारण प्राधिकरणों को उसके द्वारा भुगतान किए गए जीएसटी, यदि कोई हो, की प्रतिपूर्ति करेगा। यह प्रतिपूर्ति ठेकेदार द्वारा उक्त राशि को जमा करने का प्रमाण प्रस्तुत करने पर स्वीकार्य होगी।
2. 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.
3. कि उपरोक्त एकमुश्त राशि का भुगतान सीएसआईआर/नीरी द्वारा ठेकेदार को करने के लिए सहमति व्यक्त की गई है।
3. That the aforesaid lumpsum amount has been agreed to be paid by CSIR/NEERI to the contractor.
4. उपयुक्त सरकार द्वारा वेतन में संशोधन के कारण वृद्धि/वृद्धि प्रभारों का भुगतान, सीएसआईआर द्वारा ठेकेदार को समय-समय पर देय होगा।
- 4 The 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 to 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 करार 01... 202 से प्रभावी होगा और एक साल की अवधि के लिए प्रभावी रहेगा। (प्रारम्भिक तीन महीने के परीक्षण अवधि के संतोषजनक समाप्त होने की 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. 1st2022 and shall remain in force for a period of one year (Subject to satisfactory completion of initial three months 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 CSIR-NEERI.
 - iii) If the contracted value becomes economically unviable for the Institute to sustain the financial burden due to change in Govt./CSIR/NEERI Policy.
- c) On CONTRACTOR being declared insolvent by competent Court of Law on immediate basis.

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.

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 Delhi International Arbitration Center (DIAC), Delhi High Court, New Delhi.
2. In the event of any dispute, requirement of clarification and interpretation the English version will be treated as final.
3. The other terms and conditions enumerated in the Notice Inviting Tender and Tender document shall be the part of this agreement.

3. निविदा आमंत्रण सूचना और निविदा दस्तावेज में सूचीबद्ध अन्य नियम एवं शर्तें इस करारनामे का हिस्सा होगी ।

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.

ठेकेदार के लिए
और ठेकेदार की
ओर से

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

गवाह

- 1.
- 2.

वि.एवं.ले.अ. 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

(I) Scope of Work for Cleaning & Sweeping Work

- Cleaning & Sweeping of office rooms including flooring that of all office area in the premises, Canteen, Guest House, Research Scholars Home, Dispensary, Bathing water facility, Staff Club, Community Hall
 - Cleaning of inner and outer glass panels structures of offices.
 - Cleaning of all office tables, computer keyboard drawers etc.
 - Arrangement and re-arrangement of all furniture as required (shifting of furniture/instruments).
 - Removal of stains from walls of all the office rooms/ laboratories
 - Cleaning dustbins and to ensure their availability at all times at all designated places
 - Cleaning of all window panes outside the cabins.
 - Cleaning of reception area and staircase area and compound of our premises.
 - Cleaning of all the roads of the premises
 - Brooming of the entire Institute areas including all roads and its adjoining areas in office premises.
 - Brooming of Guest House, Canteen, Research Scholars Home, Dispensary, Staff Club, Children Park, Community Hall and its adjoining areas.
 - Removal of dry leaves from roof top of buildings, parking sheds etc.
 - Cleaning of rain water/waste water/open line drains and time to time removal of chokage etc.
 - Other manual labour works like Shifting of instruments/materials/cylinders etc. from one place to another within the Institute premises. Shifting of gamalas and laying of carpets on certain occasion.
 - Keeping the pantry clean and dry.
 - Daily cleaning of Auditorium.
 - Any other work related to cleaning of building premises.
 - Cleaning of staff quarters and its surrounding areas before allotment.
 - Other manual labour works.
- Weekly cleaning :-**
- Scrubbing and cleaning of all floor areas of the buildings with soap & disinfectant
 - Cleaning of all the glass structures with soap and paper.
 - Cleaning of all staircases, staircase landings and elevator areas soap & disinfectant.

- Removing of cobwebs.
- Cleaning of all electrical fixtures like ceiling fan blades, tube light. A.C. grills and light covers.

(II) Scope of Work for Sanitation Work

Sanitation

- Cleaning of all toilet blocks (As per Annexure B) four times a day.
- Replenishing toilet tissue paper, tissue rolls, air fresheners, naphthalene, sanitary balls & liquid toilet soap, Turkish towels, odonil, mosquito repellent, toilet cleaners, dustbins, etc in sufficient quantities so as to ensure proper cleanliness and hygiene.
- Disposal of waste from dustbins of wash rooms/toilets.

PART OF TECHNICAL BID

Annexure ‘B’

Details of Toilets in Institute and Colony premises				
Sr. No.	Description	No. of Toilet	Area (Sqm) per toilet	Total Area (Sqm)
	Details of Toilet			
	Institute Premises			
	Main Building			
1	Gents toilet GF near SHWM	1	12.41	12.41
2	Gents toilet GF opposite to security room	1	9.41	9.41
3	Ladies toilet GF opposite to security room	1	8.16	8.16
4	Gents toilet FF near EVC lab	1	11.34	11.34
5	Gents toilet FF near lift	1	13.91	13.91
6	Ladies toilet FF near lift	1	8.16	8.16
7	Gents toilet SF near Account section	1	11.34	11.34
8	Gents toilet SF opp. To Director office	1	13.91	13.91
9	Ladies toilet SF opp. To Director office	1	8.16	8.16
	Annex Building			

10	Gents Toilet GF, FF, SF	3	8.38	25.14
11	Ladies Toilet GF, FF, SF	3	3.50	10.50
	Silver Jubilee Building			
12	Gents Toilet GF	1	11.85	11.85
13	Ladies Toilet GF	1	3.83	3.83
14	Gents Toilet FF, SF	2	5.58	11.16
15	Ladies Toilet FF, SF	2	3.25	6.50
16	Civil Section Gents Toilet	1	7.05	7.05
17	Civil Section Ladies Toilet	1	3.35	3.35
18	WWT wing III above Civil section Gents toilet	1	9.90	9.90
19	Workshop Gents Toilet	1	19.82	19.82
20	Automobile garage, Gents Toilet	1	8.70	8.70
21	Store & purchase section, GF Gents toilet	1	5.10	5.10
22	Near Old LEM building Gents toilet	1	3.37	3.37
23	Near Old LEM building Ladies toilet	1	1.20	1.20
24	WWT new building Gents toilet, GF, FF	2	7.25	14.50
25	WWT new building Ladies toilet, GF, FF	2	7.25	14.50
26	WWT new building SF toilet	1	3.80	3.80
27	Toilet block near WWT new bldg. Gents toilet	1	9.86	9.86
28	Toilet block near WWT new bldg. Ladies toilet	1	8.92	8.92
29	SBI Gents toilet	1	1.53	1.53
30	SBI Ladies toilet	1	1.53	1.53
31	Common toilet near Canteen	1	2.15	2.15
32	Gate no. 1 security cabin common toilet	1	7.47	7.47
33	Security toilet near Gate no. 2	1	1.88	1.88
34	Toilet near Gate no. 2 by SHWM Div.	1	3.45	3.45
			C/F	293.86

Details of Toilets in Institute and Colony premises				
Sr. No.	Description	No. of Toilet	Area (Sqm) per toilet	Total Area (Sqm)
			B/F	293.86
	COLONY PREMISES			
1	Dispensary Gents Toilet	1	9.64	9.64
2	Dispensary Ladies Toilet	1	2.16	2.16
3	Dr. Paranjape room attached toilet	1	2.00	2.00

4	Dr. Specialist room attached toilet	1	2.82	2.82
5	Dr. Specialist room attached toilet	1	1.48	1.48
6	Community Center Gents toilet	1	9.01	9.01
7	Community Center ladies toilet	1	5.45	5.45
8	Toilet block near Community center gents toilet	1	15.93	15.93
9	Toilet block near Community center ladies toilet	1	10.69	10.69
10	Swimming pool cafeteria, Gents toilet	1	14.87	14.87
11	Swimming pool cafeteria, ladies toilet	1	14.95	14.95
	Total toilet area			382.86sqm

संलग्नक 'ग'

Annexure C

Minimum Material/equipments required for Cleaning , Sweeping and Sanitation*

Sr.No.	Items	Quantity
1.	Hand wash	30 liter/month
2.	Fenyl(white)	40 liter/month
3.	Black Fenyl	15 liter/month
4.	Full zadu	40 pieces/month
5.	Kharata	40 pieces/month
6.	Napthelene Balls	5 kg/month
7.	Odonil	25 pieces/month
8.	Air freshner Napthelene semi cubes	20 packets/month
9.	Dry mop	30 pieces/month
10.	Wet mop	15 pieces/month
11.	Plastic Floor Wiper	10 pieces/month
12.	Wet mop set	25 pieces/month

13.	Detergent powder	5 kg/month
14.	Toilet hand brush 6"X2"	10 kg/month
15.	Bombay Dying towels	36 pieces/half year
16.	Lime(chuna) 40 kg	20 number/half year
17.	Brush 4"	10 pieces/half year
18.	Dettol hand wash	2 pieces/liter/month
19.	Harpic toilet cleaner liquid	15 liter/month
20.	Tissue papar/Napkin	30/month
21.	Tissue paper roll	15 pieces/month
22.	Metal Brush	6 pieces/month
23.	Urinal mat screen super	40 pieces/month
24.	Choke pump special	04 pieces/month
25.	Waste bin 600 lit with four wheels	04 per year
26.	Buckets 10 lit	20 per year
27.	Spray Bottle set	05 pieces/half year
28.	Rubber Hand Gloves	20 /03 months
29.	Room Freshener	08/month
30.	Bleaching Powder	02 kg/month
31.	Check Duster	20/month
32.	Floor cleaner	10 lit/month
33.	Black Hit	05 pieces/month
34.	Tarpentine	01 litre/month
35.	Cello Tape 4" (Transperant)	04 pieces/month
36.	Collins	05 litre/month
37.	Gum Boots	06 pairs
38.	Datar	06 units
39.	Panja	04 units
40.	Ghamela	06 units
41.	Favda	06 units

Note:

1. Quantity of the material mentioned is minimum. It will be binding on the successful bidder to supply the material by the 2nd of every month which will be inspected by the Lab supervisor of the Institute.
2. Contractor may need to supply extra material than that mentioned above in special circumstances.
3. Supply of less quantity or substandard quality will result in imposing penalty.

