

**CSIR-National Environmental Engineering Research Institute**  
**Nehru Marg, Nagpur – 440 020**  
**(Council of Scientific & Industrial Research)**

**Tender No. 15(24)Gen/Garden/22**

**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 garden maintenance and landscaping servies at 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 :-

<b>Name of Work</b>	<b>Tender Document Fees</b>	<b>EMD</b>	<b>Period of Contract</b>	<b>Estimated value of contract in Rupees</b>
Providing garden maintenance and landscaping services at CSIR-NEERI, Nagpur	Nil	*Rs. 1,00,000/-	One year only which may be extended for another year on satisfactory performance and on mutual consent on existing terms and conditions.	Rs. 50.00 lacs + 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](http://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 Diretor, CSIR-NEERI**

**(A) Mandatory Requirements :-**

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

1. Registration under shops & establishment Act.
2. Registration with EPF, ESI, GST, Prof. Tax authorities.
3. Registration with Regional Labour Commissioner (Central/State) preferably with Nagpur RLC as per provision of Contract Labour ( Regulation & Abolition) Act 1970.
4. Valid Income Tax returns filed with concerned IT Office for the last 3 Financial Years 2018-19, 2019-20 & 2020-2021.
5. Clientele list along with address and contact numbers with the performance certificate for similar jobs during last 3 years 2019, 2020 & 2021.
6. Annual Turnover Rs.20 lacs or more. Attach Audited Balance Sheet by Chartered Accountant for the last 3 Financial years 2018-19, 2019-20 & 2020-21.
7. 3 years experience in providing Garden Maintenance and landscaping services to Govt. Establishment/Public Sector undertaking/R&D Institution/ CSIR or it's National Laboratories/autonomous bodies etc.
8. Certificate of Incorporation under Company Act, if applicable.
9. Copy of PAN/TAN.

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

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

(D) Successful bidder will have to furnish Accoun 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,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.

(E) The Agencies/Tenderers may visit the site of CSIR-NEERI for assessing the scope of work before submitting the tender.

(F) The details of the area for award of Garden Maintenance and Landscaping works/jobs are as per Annexure 'A'.

## **(G) Scope of Work :-**

**Lawns :-** Maintenance of lawns by watering, weeding, mowing, manuring, replaying as and when required. Lawn mowing should be carried out at proper interval.

**Seasonal Flower Beds :-** To prepare beds for seasonal plants/flower beds, purchasing and providing flowers plants/ ornamental plants as per advice of Incharge, Garden, CSIR-NEERI, planting of seasonal flower plants / ornamental plants.

**Maintenance** of the existing flower beds/plants/shrubs/Herbs/ornamental plants/Grass lawns and spraying insecticides, fungicides, weedicides and PAR to grow flowers in beds etc. All materials including pesticides, fungicides etc., will be provided by contractor at his own cost.

### **Pot plant maintenance :-**

- To prepare the Pot plants periodically as required/directed.
- To maintain Pot plants by soil loosing, weeding, watering spraying insecticides, manuring, trimming, etc., for the potted plants.

### **Hedges and Edges :-**

- To prepare the topiary plants as required/directed.
- To prepare the Hedges and Edges as required/directed.
- To maintain the existing hedges by watering, manuring, pruning & trimming, spraying etc., as and when required.

### **Trees/Plants :-**

- To plant new trees along the roadsides, open spaces and in Smriti Van areas by digging pits, filling in soil, manuring, maintenance and watering as directed.
- To maintain by soil loosening, weeding, watering, spraying, insecticides, manuring, trimming etc., as directed.
- Plant species will be decided by In-charge Smriti Van as per requirement. Litter waste management and pit digging as per decision of NEERI.

### **Cutting and trimming of tree branches and removal of fallen and dead/dry trees**

- To cut unwanted branches of trees during monsoon or as and when required,
- To remove dry or dead trees fallen due to heavy rain, wind or otherwise, irrespective of height in NEERI, premises.

### **Pot arrangements for indoor and outdoor decoration**

- To prepare the pots of foliage plants and flowering plants periodically as required/directed.
- To make arrangements of pots for indoor/outdoor decoration as directed (changing the pots, replacing, fixing & repotting as required/directed).

### **General Cleaning :-**

- To remove unwanted weeds, bushes, shrubs etc., from garden area.
- Cutting and removal of roadside bushes, wild grass in entire Institute's premises.
- Cleaning and sweeping of dry leaves in maintenance area.
- To store the branches, grass plants, hedges etc. after cutting at designated place.
- Coating base of trees with lime (Chuna/geru) upto 3 feet of height, once a month.

### **Pump, Motor & Watering**

- To operate (on & off) pump and motor as and when required as directed.
- Watering all the lawns/gardens, flower beds, plants, herbs, shrubs, trees as directed.

**Any other allied work/job as required**

- As per direction/instruction of the Competent Authority, CSIR-NEERI, Nagpur. Plants and flower beds will be procured and supplied by Contractor in Garden as per direction of In-charge, Garden and as per requirement of CSIR-NEERI.

**(H) FOR THE TENDERER :-**

I/we hereby undertake that :-

1. I am willing to provide the services of garden maintenance and Landscaping (As per Annexure 'A' and as per scope of work mentioned in Tender documents) at CSIR-NEERI, Nagpur.
2. I agree to procure and supply plants and flower beds to CSIR-NEERI, Nagpur as per requirement and as per instructions of In-charge, Garden.
3. I am willing to provide minimum materials/equipments required for Garden maintenance and landscaping (As per Annexure 'B') at CSIR-NEERI, Nagpur at my/our own cost.
4. I will obtain valid licence from ALC (Central) Nagpur or from the respective authority of the concerned state, and comply with the statutory conditions.
5. I agree to pay the workers deployed under this contract, the minimum wages prescribed for unskilled workers under the category Building Operation by central govt. / state govt., whichever is more. 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.
6. I agree to submit the proof of EPF, ESI, Bonus, Professional Tax etc., deposited by me/ us. Separate challan/ receipt for the workers deployed at CSIR-NEERI under this contract shall be provided every month.
7. 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.
8. I agree to provide separate documentary evidence about the remittance of ESI, EPF etc. in respect of workers deployed by me at NEERI.
9. 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 in the following month.
10. 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, and amended from time to time.
11. 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.
12. 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).
13. All equipment related to above work including gardening will be provided by me and their maintenance/repairs/part replacements would be my responsibility.
14. It would be my responsibility to maintain garden which includes removal of excess wild grown trees within the premises/ forest area and re-plantation of value trees of fruits as would be planned and informed by the management.
15. 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;
16. Currently valid certificate/license issued by the appropriate authority.
17. Notification of Minimum wages notified by the Govt. of India, Ministry of Labour & Employment, New Delhi.

**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 ” **Outsourcing the jobs/activities for Garden Maintenance & Landscaping at NEERI , Nagpur** ” are invited by the Director, CSIR-NEERI 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 a period of one year which may be extended for another year. 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.
2. E-bids are invited through the electronic tendering process and tender document can be downloaded from the e-tender portal of Govt. of India [www.gem.gov.in](http://www.gem.gov.in) free of cost. Please note that the submission of e-bids will be only through e-portal [www.gem.gov.in](http://www.gem.gov.in).
3. 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](http://www.gem.gov.in). In case any difficulty the tenderer can consult on the following numbers 0712-2249885-88.
4. 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.
5. 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 preferably with professional knowledge of gardening.
6. In case, the integrity, character and behavior 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.
7. Garden implements, bush cutting equipments and other cutting tools will be brought by the contractor. Besides that the Institute will support with equipments like big ladder with wheel, dustbins big and small.
8. Tenderer must furnish the latest Income Tax Return/Clearance Certificate.
9. 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.
10. 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.
11. The contractor shall be liable for making payments of wages and meeting all other statutory liabilities of the workers deployed by him.
12. All the payments pertaining to the contract will be made within the reasonable time based on duly completed bills for the preceding month submitted by the contractor on the first working day of the month along with documentary proof of Bonus paid to labourers and ESI & EPF contribution remitted

- by him for the preceding month. Proportionate deduction will be made from the bill amount if labourers supplied are found less than the minimum requirement per day.
13. The Contractor will be responsible to make the payments to the workers deployed by him on or before 7<sup>th</sup> of each month. He will also be responsible to comply with all legal provisions of relevant Acts in respect of payments and other statutory benefits.
  14. All documents including details of payment made by the contractor to the workers deployed by him shall be open for inspection by Director, CSIR-NEERI or any person authorized by him. Payments to workers deployed by contractor shall be made **directly in to the bank account of the contract labourers.**
  15. The contractor shall have to deposit a sum of Rs. 1,00,000/- (Rupees One Lakh Only) by a RTGS/NEFT drawn in favour of Director, CSIR-NEERI along with tender as Earnest Money Deposit.
  16. He will have to furnish an Insurance Surety Bond/Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank/ Bank Guarantee from a Commercial Bank or online payment of 10% of total approved value of contract drawn in favour of Director, CSIR-NEERI valid for a period of 18 months 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.
  17. 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.
  18. The rates as quoted above would be applicable for entire period of the contract and the contractor will not make any claim for additional charges under any circumstances.
  19. The Director, CSIR-NEERI shall have the right to impose penalty by way of deductions to the maximum of 10% from the bill for non-satisfactory performance by the contractor. This penalty is normally imposed only in case of serious lapse on the part of the workers. However, lapses/unsatisfactory performance in day to day work by the contract labourers penalty shall be imposed in the following manner:-
    - i. If the gardens & landscaping are not maintained properly 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.
    - ii. Supply of substandard or short supply of garden 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.
  20. The contractor shall not sublet the contract or any part thereof to any other party during the entire period of the contract.
  21. The contractor shall be responsible for fulfilling all his obligations towards the workers deployed under law, namely, the Minimum Wages Act, EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, 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.
  22. The contract workers are the employees of the contractor and work under the supervision/control/discipline of the contractor/his representative. Moreover, the workers engaged by the contractor do not have any vested right for any regular employment in the Institute.
  23. The contractor will have to sign an agreement on Non-Judicial stamp paper of appropriate denomination as per the format to be provided by the Institute and submit it to the Institute

within 7 days of the date of receipt of the order accepting his contract, failing which the EMD is liable to be forfeited. Also, if the contractor does not start the work as per the work order, the EMD is liable to be forfeited.

24. The decision of the Director, CSIR-NEERI, regarding any disputes whatsoever arising out of the contract will be final and binding on the contractor.
25. The contractor will have to register with Regional Labour Commissioner (Central) and comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules made there under.
26. Canvassing in connection with the tender is strictly prohibited and the tender submitted by the contractor who resorts to canvassing will be liable for rejection.
27. Tenders which do not fulfill all or any of the above conditions or incomplete in any respect are liable for rejection.
28. The Director, CSIR-NEERI, reserves the right to accept or reject any tender partly or fully without assigning any reason, whatsoever.
29. The contractor shall declare in writing in attached format 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.
31. All provisions of MSME certificate will be applicable.
32. The entire tender documents will be the part of Agreement.



## **FINANCIAL BID \***

**(To be submitted in format provided (excel format) for etendering and no other format is acceptable)**

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

Sr. No.	Description	Lumpsum contract Rate per month in Rs.
1	<b>Job Contract for Garden Maintenance and landscaping at CSIR-NEERI campus, Nagpur</b>  (Please refer scope of work , Annexure A, Annexure C)  <b>(Estimated Cost Rs. 4,16,667/- per month)</b>	<b>Rs. ....../</b>
2	GST ...18% per month	<b>Rs...../</b>
3	Total per month (1+2)	<b>Rs. ....../</b>

**\*Note:**

1. Comparison of the prices shall be made manually.
2. It's mandatory to fill all the three columns i.e Rate, GST amount, total amount per month.
3. The lumpsum amount once quoted will not be altered under any circumstances.
4. 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 :**

1. 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.
2. 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
3. If the Bidder fails to perform many other obligation(s) under the contract.
4. 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.
5. 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 :
6. 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.
7. However, the Bidder shall continue to perform the contract to the extent not terminated.

### **Termination of Insolvency**

Either party can exit from the contract after giving notice of one month before the termination. The service that is complete and ready shall be accepted by the CSIR-NEERI at the contract terms and charge. For the remaining service, the CSIR-NEERI may elect.

- (a) To have any portion completed and delivered at the contract terms and prices ; and/or
- (b) To cancel the remainder and pay to the Bidder an agreed amount for partially completed service and any job previously procured by the Bidder.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **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

**(I) Scope of Work :-**

**Lawns :-**Maintenance of lawns by watering, weeding, mowing, manuring, replaying as and when required. Lawn mowing should be carried out at proper interval.

**Seasonal Flower Beds :-** To prepare beds for seasonal plants/flower beds, purchasing and providing flowers plants/ ornamental plants as per advice of Incharge, Garden, CSIR-NEERI, planting of seasonal flower plants / ornamental plants.

**Maintenance** of the existing flower beds/plants/shrubs/Herbs/ornamental plants/Grass lawns and spraying insecticides, fungicides, weedicides and PAR to grow flowers in beds etc. All materials including pesticides, fungicides etc., will be provided by contractor at his own cost.

**Pot plant maintenance :-**

- To prepare the Pot plants periodically as required/directed.
- To maintain Pot plants by soil loosening, weeding, watering spraying insecticides, manuring, trimming, etc., for the potted plants.

**Hedges and Edges :-**

- To prepare the topiary plants as required/directed.
- To prepare the Hedges and Edges as required/directed.
- To maintain the existing hedges by watering, manuring, pruning & trimming, spraying etc., as and when required.

**Trees/Plants :-**

- To plant new trees along the roadsides and open spaces by digging pits, filling in soil, manuring, maintenance and watering as directed.
- To maintain by soil loosening, weeding, watering, spraying, insecticides, manuring, trimming etc., as directed.

**Cutting and trimming of tree branches and removal of fallen and dead/dry trees**

- To cut unwanted branches of trees during monsoon or as and when required,
- To remove dry or dead trees fallen due to heavy rain, wind or otherwise, irrespective of height in NEERI, premises.

**Pot arrangements for indoor and outdoor decoration**

- To prepare the pots of foliage plants and flowering plants periodically as required/directed.
- To make arrangements of pots for indoor/outdoor decoration as directed (changing the pots, replacing, fixing & repotting as required/directed).

**General Cleaning :-**

- To remove unwanted weeds, bushes, shrubs etc., from garden area.
- Cutting and removal of roadside bushes, wild grass in entire Institute's premises.
- Cleaning and sweeping of dry leaves in maintenance area.
- To store the branches, grass plants, hedges etc. after cutting at designated place.
- Coating base of trees with lime (Chuna/geru) upto 3 feet of height, once a month.

**Pump, Motor & Watering**

- To operate (on & off) pump and motor as and when required as directed.
- Watering all the lawns/gardens, flower beds, plants, herbs, shrubs, trees as directed.

**Any other allied work/job as required**

- As per direction/instruction of the Competent Authority, CSIR-NEERI, Nagpur.

**Annexure 'A'**

<b>Details of Garden area in Institute and Colony premises</b>				
	<b>Garden Area</b>			<b>Total area sq.m</b>
1	Opposite main building	1	3932.69	3932.69
2	Opposite Workshop building	1	4412.57	4412.57
3	Dispensary garden	1	396.75	396.75
4	West colony open ground in front of Qtr. No. Type-II/1-28	1	15867.31	15867.31
5	West Colony Children park and surrounding areas	1	3121.54	3121.54
6	Director bungalow garden	1	1875.31	1875.31
7	Guest House Garden	1	2733.65	2733.65
8	Swimming pool cafeteria garden	1	3741.00	3741.00
9	Automobile Section			
10	Cummunity Hall			
11	RSH Garden Annex			
12	Smriti Van	1		20000.00
13	Technology Park			
14	Gate No. 1 & 2			

**Minimum Material/equipments required for Garden and Landscape Maintenance\***

Sr.No.	Items/सामान वसु एवं मशीन के नाम	Quantity
1.	Lawn machine	01/year
2.	Grass Cutter machine	02/year
3.	Wood cutter machine	01/year
4.	Rod wood cutter machine	01/year
5.	Rod Wood cutter machine	01/year
6.	Spade/फावड़ा	02/year
7.	Tikas/टिकास	02/year
8.	Fork/काटा	02/year
9.	Datari/दातारी	04/year
10.	Garden Scissors/बागड़ कैची	02/year
11.	Rose scissors/गुलाब कैची	02/year
12.	Hasiya	06/year
13.	Khurapi	06/year
14.	Plastic pipe 1, 1/3" 100 meter	06/half year
15.	Kulhadi	02/year
16.	Koyata	02/year
17.	Good quality garden soil	1 truck/year
18.	Compost, mannure	1 truck/year
19.	Geru	10 kg/six months
20.	Brush 4"	04
21.	Petrol	05 lit/day
22.	Talwar	08/year
23.	Procurement and supply of Plants and Seasonal/ornamental or other plants as suggested by the In-charge, Garden, CSIR-NEERI, Nagpur.	

\*Note :

1. Quantity of the material mentioned is minimum. It will be binding on the successful bidder to supply the material by the 2<sup>nd</sup> 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.

**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.*

**DRAFT**

**djkj@AGREEMENT**

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Maintenance and Landscaping at CSIR-NEERI, Nagpur के कार्य gsrq djkj

AGREEMENT FOR outsourcing the Jobs/Activities for Garden Maintenance and Landscaping at CSIR-NEERI, Nagpur

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vkSj

esllZ .....ij fLFkr gS ¼blds ckn bldk mYys[k Bsdsnkj ds :i esa fd;k x;k gS½] tc rd fd lanHkZ vFkok mlDs vFkZ ds izfrdwy u gks blds mRrjyf/kdkjh vkSj leuqnsf'krh lfgr nwljs i{k ds chp 2022 o'kZ ds ..... ekg ds 1 fnu dks ;g djkj lEiUu gqvka

vxys i'B ij -----



**This AGREEMENT** made on this 1<sup>st</sup> day of....., **2022** 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.

tcf d lh,lvkbZvkj viuh ,d ?kVd bdkbZ jkf’V<sup>a</sup>; i;kZoj.k vfHk;kaf=dh vuqla/kku laLFkku] usg: ekxZ ukxiqj & 440 020 ¼blds ckn bldk mYys[k lh,lvkbZvkj&uhjh ds :i esa fd;k x;k gS½] esa **Jobs/Activities for Garden Maintenance and Landscaping at CSIR-NEERI, Nagpur** के कार्य<sup>३</sup> gsrq Bsdk nsus dk bPNqd gS vkSj tcf d Bsdsnkj us blds ckn mfYyf[kr fuca/ku ,oa “krksZa ij lacaf/kr dk;Z djus dk izLrko j[kk gSA

**WHEREAS** the CSIR is desirous of giving a contract for **Garden Maintenance and Landscaping Services/Jobs at CSIR-NEERI** (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.

tcf d Bsdsnkj us izLrqr fd;k gS fd og Bsdk Jfed ¼fofu;eu vkSj mUewyu½ vf/kfu;e] 1970 ds izko/kkuksa ds vUrxZr iathÑr Bsdsnkj gS vkSj mlus ;g Hkh izLrqr fd;k gS fd og bl Bsds dks izklr djus dk ik= gS ,oe~ bl laca/k esa mlus fy, dksbZ dkuwuh vFkok vU; otZu ugha gSA bl Bsds dks fu’iUu djus ds fy, mDr vf/kfu;e vFkok blesa fdlh izdkj ds la”kks/ku ds varxZr iwjh dh tkusokyh ck;/rk,i vkSj@vFkok vkSipkfjdrk,i Bsdsnkj }kjk vius [kpZ vkfn ij fuHkbbZ tk,ixh rFkk Bsdsnkj blds vuqiky dh fjiksVZ lh,lvbZvkj dks izLrqr djsxkA mDr vf/kfu;e ;k vU; fdlh vf/kfu;e ds izko/kkuksa ds fdlh izdkj ds mYya?ku ds fy, Bsdsnkj vdsyk gh mRrjnk;h gksxkA

**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.

tcfđ lh,lvkbbZvkj `Jobs/Activities for Garden Maintenance and Landscaping at CSIR-NEERI, Nagpur के कार्य  
blđs ckn ftldk mYys[k leuqnsf"kr dk;Z ds :i esa fd;k x;k gS vkSj ftldk foLr`r foj.k layXud  
pdB तथा 'ख' ij fd;k x;k gS] dk Bsdk iznku djus ds fy, lger gSA

**WHEREAS CSIR/ NEERI** has agreed to award the contract for the job of "**Jobs/Activities for Garden Maintenance and Landscaping at CSIR-NEERI, Nagpur** " at CSIR-NEERI Headquarters, Nagpur hereinafter mentioned as Work Assigned, details of which are given at **Annexure 'A' & 'B'**.

vkSj tcfđ Bsdsknj lh,lvkbbZvkj&uhjh dks fdlh Hkh jkf'V<sup>a</sup>;d`r cSad, □□□□□□ □□□□□□ ls fuxZr  
cSad xkj.Vh jkf" k :-.....ds fy, tekur nsus ds fy, lger gS tks vuqca/k dh rkfj[k ls 18 ekg rd  
ds fy, oS/k gksxhA

**AND WHEREAS** the CONTRACTOR has agreed to furnish to CSIR-NEERI an Insurance Surety Bond/Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank/ Bank Guarantee from a Commercial Bank or online payment of 10% of total approved value of contract for a year from a Commercial/Nationalized Bank at Nagpur Branch drawn on Nationalised bank at Nagpur Branch of Rs. ....@&valid for a period of 18 months w.e.f. the date of award of contract.

vr% vc ;s nksuksa i{k bu varfuZ;eksa }kjk vkSj Åij mfYyf[kr iwoZ "krksZa ij fuEuor~ :i ls lger gSa%

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

**d- lkekU; "krsZa**

- 1- fd bl djkj ds nksuksa i{kksa ds chp ;g Li'V erSD; ,oa lgefrr gS fd Bsdsknj }kjk Åij mfYyf[kr lsokvksa ds fy, rSukr O;fDr IHkh mís";ksa vkSj iz;kstuksa ds fy, Bsdsknj ds deZpkjh jgsaxs vkSj bl izdkj rSukr O;fDr Bsdsknj ds fu;a=.k vkSj i;Zos{k.k esa jgsaxs

rFkk fdlh Hkh ekeys esa lh,lvkbZvkj@uhjh vkSj mDr O;fDr;ksa ds chp fu;ksDrk rFkk deZpkjh dk izR;{k o vizR;{k laca/k ugha gksxkA

#### 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- fd leuqnsf"kr dk;Z dk mRrjnkf;Ro ysus ij Bsdsnkj funs"kd lh,lvkbZvkj&uhjh ;k mlds ukferh ds lkFk ijke"kZ djds vius dkfeZdkssa ds dk;Z dk fØ;kfof/k vkSj dk;Z leuqns"ku rS;kj djsxkA rnqijkar Bsdsnkj le;&le; ij leuqnsf"kr dk;Z dh leh{kk djsxk rFkk funs"kd uhjh dks mldh iz.kkyh dks vkSj vf/kd mi;ksxh cukus ds fy, lykg nsxkA lkFk gh Bsdsnkj funs"kd lh,lvkbZvkj&uhjh vFkok funs"kd }kjk bl laca/k esa le;&le; ij ukfer vf/kdkjh }kjk mls fn, x, funs"kkksa@vuqns"kkksa dk vuqiky djus ds fy, ck;/ gksxk vkSj mUgsa vey esa yk,xkA
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- fd ;g lqfuf"pr djus ds fy, fd Bsdsnkj }kjk ठेके के अनुसार दिये हुआ कार्य किया vFkok ugha funs"kd uhjh vFkok funs"kd }kjk izkf/kÑr dksbZ vU; O;fDr Bsdsnkj के कार्य dh vkdfLed tkjp dj ldrk gSA
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. fd Bsdsnkj }kjk bl izdkj rSukr fdUgha O;fDr;ksa esa ls dksbZ O;fDRk fu/kkZfjr vis{kkvksa ij [kjk ugha mrjrk vFkok viuh M~;wVh dk fu'iknu mi;qDRk :i ls ugha djrk

vFkok fdlh xSj&dkiwuh cyok vFkok foPN`a[ky vkpj.k esa fyIr ik;k tkrk gS] rks Bsdsnkj bl laca/k esa lh,lvkbZvkj@uhjh }kjk fjiksVZ fd, tkus ij ,sls deZpkjh dks rqjar dke ls gVk nsxk vkSj mlds fo#) mi;qDr dkjZokbZ djsxkA lkFk gh Bsdsnkj funs”kd uhjh dh ekix ij dffkr O;fDRk ds mDr ũR;ksa esa fyIr ik, tkus ij mls rqjar cny nsxkA

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.

**[k- Bsdsnkj dh ck;/rk,i**

- 1- fd Bsdsnkj layXud षड ख 'ग' ij mfYyf[kr mls leuqnsf”kr dk;Z dks lh,lvkbZvkj&uhjh ds ijke”kZ ls viuh le> ds vuqlkj ;Fkksfpr <ax ls lko/kkuh vkSj deZBrkiwoZd IEiUu djsxkA

**B. CONTRACTOR’S OBLIGATIONS**

1. That the CONTRACTOR shall carefully and diligently perform the Work Assigned to him as mentioned at **Annexure ‘A’ & ‘B’ & as per scope of work** as deemed fit by him in consultation with CSIR-NEERI.
- 2- fd leuqnsf”kr dk;Z ds fu’iknu gsrq Bsdsnkj “kkjhfd :i ls LoLFk O;fDRk;ksa dks rSukr djsxkA Bsdsnkj ;g lqfuf”pr djsxk fd ;s deZpkjh viuh M~;wVh ds fu’iknu esa fu;fer] vuq”kkflr ,oa lrdZ gksA
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- fd Bsdsnkj lh,lvkbZvkj@uhjh ds ifjlksa esa rSukr O;fDr;ksa ds uke] firk dk uke] vkoklh; irk] vk;q, ऀååå, åååå åååååå åå åååååå, åååå åååå åå åååååå åå åååååååå åååå åååååååå åååååååå bR;kfn laca/kh C;kSjs izLrqr djsxkA dk;Z ds fy, rSukr Bsdsnkj ds deZpkfj;ksa dh mi;qDr igpku ds fy, og muds QksVks@igpku i= vkfn tkjh djsxk vkSj ,sls deZpkjh M~;qVh ds nkSjku vius igpku i= iznf”kZr djsaxsA

3. That the CONTRACTOR shall submit details, such as names, parentage, residential address, age, passport size photograph, Copy of Adhar 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.

4- fd Bsdsnkj mUgsa ,slh etnwjh vkSj vU; IHkh ns; jkf" k;ksa dk Hkqxrku djus ds fy, mRrjnk;h gksxk] ftUgsa os fofHkUu Je dkuwuksa vkSj vU; lkafof/kd izko/kkuksa ds varxZr izklr djus ds gdnkj gSaA

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- fd Bsdsnkj lh,lvkbbZvkj dks iznRr mDr lsokvksa ds laca/k esa] ;fn vko";d gqvk rks] vius [kpZ ij vko";d chek djok,xk vkSj mu ij ykxw BsdK Jfed ¼fofu;eu vkSj mUewyu½ vf/kfu;e] 1970( deZpkjh jkT; chek vf/kfu;e( dkexkj izfriwfrZ vf/kfu;e] 1923( etnwjh Hkqxrku vf/kfu;e] 1936( deZpkjh Hkfo'; fuf/k ¼vkSj fofu/k izko/kku½ vf/kfu;e] 1952( cksul Hkqxrku vf/kfu;e] 1965( U;wure etnwjh vf/kfu;e] 1948( fu;ksDrk ns;rk vf/kfu;e] 1938( cky jkstxkj vf/kfu;e] 1938( izlwfr fgrykHk vf/kfu;e ds lkafof/kd izko/kkuksa vkSj@vFkok fdUghsa vU; fu;eksa@fofu;eksa vkSj@vFkok dkuwuksa dk vuqiky djsxkA

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- fd Bsdsnkj Je dkuwuksa vFkok fdUgha vU; lkafof/kd izko/kkuksa ds fdlh izdkj ds mYya?ku ds fy, vdsyk gh mRrjnk;h gksxk vkSj lFk gh lkafof/kd izko/kkuksa dk vuqiky u gksus dh otg ls IHkh izdkj dh pwdksa] =qfV;ksa] Hkax vkSj@vFkok fdlh

nkoksa] ekax] gkfu] {kfr vkSj [kpksZa vkfn ds fy, lh,lvkbZvkj dks {kfriwfrZ djsxkA ;fn Bsdnskj ,rn/khu vkSj@vFkok mDr vf/kfu;eksa fu;eksa@fofu;eksa vkSj@vFkok buds vFkok buesa ls fdlh ds varxZr cukbZ xbZ fdUgha mi&fof/k;ksa@vFkok fu;eksa ds varxZr fdlh ck;/rk dks iwjk djus esa foQy jgrk gS] rks lh,lvkbZvkj dks ,sls noksa] ekaxksa] gkfu vFkok {kfr ds dkj.k mls gq, uqdlku vFkok [kpZ dh olwyh Bsdnskj ds ekfld Hkqxrkuksa esa ls djus dk gd gksxkA

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- fd Bsdnskj ls visf{kr gksxk fd og Hkou ifjljksa ds Hkhrj LFkk;h mifLFkfr jftLVj@ukekoyh j[ks ftls lh,lvkbZvkj@uhjh ds izkf/kÑr vf/kdkjh }kjk fd, tkusokys fujh{k.k ,oa tkap ds fy, miyC/k dj;k tk,xkA

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- fd lh,lvkbZvkj@uhjh ds izfrfuf/k dh mifLFkfr esa bl izdkj rSukr O;fDr;ksa dks etnwjh vkfn dk ऑनलाइन Hkqxrku djsxk vkSj bl dkj ds varxZr dk;Z djus ds fy, ml ds }kjk rSukr O;fDr;ksa dh IHkh ns; jkf''k;ksa ds Hkqxrku ds izek.k ds :i esa etnwjh jftLVj@eLVj jksy bR;kfn dh izfr;kj ekax fd, tkus ij lh,lvkbZvkj@uhjh dks izLrqr djsxkA Bsdnskj ij ;g ck;/rk] ;g lqfuf''pr djus ds fy, vf/kjksfir dh tkrh gS fd og Bsdk Jfed ¼fofu;eu vkSj mUewyu½ vf/kfu;e] 1970 ds izko/kkuksa ds vuqlkj lh,lvkbZvkj ds dk;ksZa ds laca/k esa rSukr vius deZpkfj;ksa ds izfr fofHkUu Je dkuwuksa ds varxZr viuh opuc)rkvksa dks iwjk djsA Bsdnskj etnwjh ds Hkqxrku] etnwjh ls etnwjh vof/k dh dVksr]h] vnk ugha dh xbZ etnwjh vkSj vizkf/kÑr :i ls dh xbZ dVksSfr;ksa dh olwyh] etnwjh

iqfLrdk] etnwjh iphZ j[kus] etnwjh ds ekuksa rFkk jkstxkj fuca/ku dk izdk"ku djus] fujh{k.k vkSj vkof/kd fooj.kksa dks izLrqr djus ds laca/k esa Je fofu;eksa dk le;&le; ij vuqiky djsxk vFkok vuqiky djok,xkA

8. That the CONTRACTOR shall make the payment of wages, etc. to the persons deployed in 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- fd Bsdsnkj ijorhZ ekg dk fcy izLrqr djus ls igys lh,lvkbZvkj@uhjh esa rSukr fd, x, O;fDr;ksa ds uke ls bZ,lvkbZ vkSj bZih,Q va"knku dh jkf" k dks tek djus dk izek.k izLrqr djsxkA ;fn Bsdsnkj ,slk ugha djrk gS] rks bZ,lvkbZ vkSj bZih,Q va"knku dh jkf" k dks mlds }kjk visf{kr nLrkost izLrqr ugha fd, tkus rd jksd fy;k tk,xkA lkFk gh] etnwjh ds C;ksjs esa "kkfey cksul laca/kh en ds ckjs esa] tc Hkh cksul dk Hkqxrku fd;k tkrk gS] lh,lvkbZvkj@uhjh ls ml okLrfod Hkqxrku dh izfriwfrZ dk nkok djrs le; Bsdsnkj dks lacaf/kr cksul jftLVj@Hkqxrku dk izek.k izLrqr djuk gksxkA ;fn fdlh Hkh dkj.ko" k] cksul ls lacaf/kr dksbZ Hkh vf/kd jkf" k Bsdsnkj ds ikl "ks'k jgrh gS rks og mls rjar uhjh dks ykSVk nsxkA

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- 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-NEERI.

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-NEERI.

11- 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.

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- fd Bsdsnkj Bsds ds lekIr gksus ij vius }kjk rSukr IHkh dkfeZdksa dks uhjh ds ifjljksa ls gVk ysxk vkSj ;g lqfuf"pr djsxk fd ,slk dksbZ Hkh O;fDr izR;{k ,oa vizR;{k :i ls uhjh ds fy, fdlh izdkj dk O;o/kku@#dkoV@leL;k mRiUu u djsA
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 CSIR-NEERI and ensure that no such person shall create any disruption/hindrance/problem of any nature in CSIR-NEERI either explicitly or implicitly.
- 13- Bsdsnkj dk dk;Zfu'iknu vlarks'ktud gksus ij vkSj@vFkok mlDs }kjk rSukr dkfeZdksa dks ykijokgh vFkok foQyrk ds dkj.k laLFkku dks fdlh izdkj dh gkfu@{kfr gksus ij vFkok Bsdsnkj }kjk djKj Hkax fd, tkus ij bl izdkj tek izfrHkwfr /ku&jkf"K tCr vFkok fofu;ksftr dj yH tk,xhA
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- Bsdsnkj dks bl tekur jkf"K dh okilH Bsds ds lekIr gksus ds ,d ekg ds Hkhrj rHkh dh tk,xh] tc Bsds dk dk;Zfu'iknu larks'ktud gksxk rFkk lh,lvkbZvkj@uhjh dh vko";drkuqlkj IHkh oS/kkfud ns;rkvksa dk fuiVku gksxkA
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- fd Bsdsnkj Lo;a }kjk rSukr deZpkfj;ksa ds IHkh izdkj ds nkoksa ds fy, lh,lvkbZvkj dks {kfriwfrZ djsxkA ;fn bl izdkj rSukr Bsdsnkj dk dksbZ Hkh deZpkjh fdlh izdkj dk fookn djrk gS] rks blDs izfrokn dk mRrjnkf;Ro eq[; :i ls Bsdsnkj dk gksxkA ;fn lh,lvkbZvkj dks i{k cuk;k tkrk gS vkSj mls ,sls eqdneksa dk izfrokn djuk iM+rk gS] rks Bsdsnkj }kjk lh,lvkbZvkj dks dkmafly "kqYd ,oa vU; O;;ksa ds okLrfod O;;ksa dh izfriwfrZ ekix fd, tkus ij vfxze Hkqxrku ds :i esa dh tk,xhA lkFk gh Bsdsnkj ;g lqfuf"pr djssxk fd bl laca/k esa fdlh Hkh izdkj dh foRrh; ;k vU; nkf;Ro lh,lvkbZvkj ij u vk, vkSj og bl laca/k esa lh,lvkbZvkj dks {kfriwfrZ djsxkA

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- lkFk gh Bsdsnkj lh,lvkbZvkj dh lEifRRk ,oa ifjIEifRr;ksa ds fdlh Hkh izdkj ds uqdlku ds fy, lh,lvkbZvkj dks {kfriwfrZ djsxkA lh,lvkbZvkj dks ;g vf/kdkj Hkh gksxk fd og bl Bsds ds rgr Bsdsnkj dks ns; Hkqxrkuksa esa ls mDr fdUgha jkf”k;ksa dk lek;kstu vkSj@;k dVksRrh dj ldsA

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.

**x- lh,lvkbZvkj dh ck;/rk,i**

1- fd Bsdsnkj }kjk nh xbZ Åij mfYyf[kr Isokvksa ds cnys mls प्रतिमाह Rs...../- (Rs...../- including GST) dk Hkqxrku किया जाएगा A ,slk Hkqxrku □□□□□□ □□□ □□□□□□ □□□□□□□□□□ □□□□ □□ 10 □□□□ □□ □□□□ vkSj bl laca/k esa funks”kd uhjh }kjk ukfer vf/kdkjh }kjk fof/kor izekf.kr fcykssa ds vk/kkj ij fd;k tk,xkA

**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). 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- fd lh,lvkbZvkj Bsdsnkj dks mi;qZDr jkf”k dk Hkqxrku djus ds fy, lger gS lijorhZ eghuksa dk fcy tek djus ls iwoZ] bls }kjk rSukr fd, x, etnwjksa ds lacaf/kr vdkmUV esa va”knku tek gksus dk izek.k izLrqr djus ij] bZ,lvkbZ rFkk bZih,Q ls lacaf/kr Hkqxrku] rRlaca/kh vf/kfu;e ds varxZr of.kZr nj ds vuqlkj ekfld vk/kkj ij fd;k tk,xkA

etwjh ds C;ksjs esa “kkfey cksul ds en ds ckjsa es] ;g etnwjksa dks cksul dk okLrfod Hkqxrku gksus ij fn;k tk,xkA bl laca/k esa vf/kd Hkqxrku gksus ij] ;fn dksbZ gS] ml jkf”k dh olwyh@lek;kstu Bsdsnkj ls uhjh }kjk vxys fcy esa dh tk,xhA cksul en ls lacaf/kr jkf”k dk vk/kkj okLrfod vkdMs ds vuqlkj pizfriwfrZ dk fl/nkarß gksxkA

2. That the aforesaid amount has been agreed to be paid by CSIR to the CONTRACTOR. 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 CSIR-NEERI in the next bill. The amount on account of bonus element is, “on the principle of reimbursable basis, as per actuals”.
3. fd lh,lvkbZvkj@uhjh Bsdsnkj }kjk iznku dh xbZ lsokvksa ds dkj.k izkf/kdj.kksa dks mlds }kjk Hkqxrku fd, x, lsok dj] ;fn dksbZ gks] dh izfriwfrZ djsxkA ;g izfriwfrZ Bsdsnkj }kjk mDr jkf”k dks tek djus dk izek.k izLrqr djus ij Lohdk;Z gksxhA
3. 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.

#### **?k- “kkfLr@nkf;Ro**

- 1- fd Bsdsnkj bl djkj ds fuca/ku ,oa “krksZa dk fu’BkiwoZd vuqiky dhus ds fy, mRRkjnk;h gksxkA bl djkj ds fdlh Hkax dh n”kk esa bls lekIr fd;k tk ldrk gS vkSj tekur tek tCr dj yh tk,xh vkSj lkFk gh mlds ¼Bsdsnkj½ tksf[ke ,oa ykxr ij fdlh vU; ,tsalh ls dk;Z djok;k tk ldrk gSA

#### **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- fd ;fn Bsdsnkj bl djkj dh fdlh fuca/ku ,oa “krksZa dk mYya?ku djrk gS vFkok dksbZ pwd djrk gS ;k bl laca/k esa funs”kd uhjh }kjk izkf/kÑr vf/kdkjh mldh Isokvksa Is iw.kZr;k larq’V ugha gS] rks ekg fo”ks’k ds fcy dh dqy jkf”k esa Is vf/kdre 10% rd dh dVksRrh “kkfLr ds :i esa vf/kjksfir dj nh tk,xhA

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.

### **M- izkjaHk ,oa lekflr**

1- fd ;g djkj 01 .....2022 Is izHkkoh gksxk □□ □□ lky dh vof/k ds fy, izHkkoh jgsxkA (प्रारम्भिक तीन महीने के ijh{k.k vof/k ds larks’ktud lekflr gksus dh “krZ ij) A bl djkj dh vof/k dks vkil esa r; fuca/ku ,oa “krksZa ij c<+k;k tk ldrk gSA

### **E. COMMENCEMENT AND TERMINATION**

1. That this agreement shall come in to force w.e.f. 01 ..... 2022 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- fd bl djkj dks fuEukafdr fdlh Hkh vkdfLdrk ds gksus ij lekflr fd;k tk ldrk gS %&

d½ ;FkksDr Bsdv vof/k lekflr gksus ij

[k½ fuEukafdr ds fy, lh,lvkbZvkj }kjk ,d ekg dk ukxfVI nsdj

¼i½ Bsdsnkj }kjk bl djkj dh fdlh Hkh fuca/ku ,oa “krZ dks Hkax fd, tkus ij

¼ii½ Bsdsnkj }kjk uhjh dh fyf[kr vuqefr fy, fcuk fdlh mi Bsdsnkj dks mDr

Bsdv ;k mldk dksbZ Hkkx nsus ij

x½ l{ke U;k;ky; }kjk Bsdsnkj dks fnokfy;k ?kksf’kr fd, tkus ij

mi;qZDr fLFkfr esa Bsds ds lekiu ds fy, ukxfVI vof/k ds nkSjku Bsdsnkj ukxfVI vof/k ds lekflr gksus rd vius dk;ksZa dks igys dh rjg fu’ikfnr djsxkA

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- fufonk vkea=.k lwpuvk vkSj fufonk nLrkost esa lwphc/n vU; fu;e ,oa "krsZ bl djkjukes dk fgLlk gksxh A

fuEukafdr xokgksa ds le{k bu i{kksa us iwoksZDr fyf[kr rkjh[k] ekg vkSj o'kZ esa bl foys[k ij gLrk{kj fd, gSaA

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

Bdsnkj ds fy,

oSKkfud rFkk vkS|ksfxd vuqla/kku ifj'kn

vkSj Bsdsnkj dh

vuqla/kku Hkou] jQh ekxZ] ubZ

fnYyh&110001

vksj ls -----

ds fy, vkSj mldh

vksj ls

For and on behalf of

For and on behalf of

the CONTRACTOR \_\_\_\_\_

Council of Scientific & Industrial Research,

Anusandhan Bhawan, Rafi Marg,

New Delhi – 110 001

WITNESS

1.

2.

fo-,oa-ys-v- }kjk izfrgLrk{kj

Countersigned by FAO

### **Scope of Work :-**

**Lawns :-**Maintenance of lawns by watering, weeding, mowing, manuring, replaying as and when required. Lawn mowing should be carried out at proper interval.

**Seasonal Flower Beds :-** To prepare beds for seasonal plants/flower beds, purchasing and providing flowers plants/ ornamental plants as per advice of Incharge, Garden, CSIR-NEERI, planting of seasonal flower plants / ornamental plants.

**Maintenance** of the existing flower beds/plants/shrubs/Herbs/ornamental plants/Grass lawns and spraying insecticides, fungicides, weedicides and PAR to grow flowers in beds etc. All materials including pesticides, fungicides etc., will be provided by contractor at his own cost.

### **Pot plant maintenance :-**

- To prepare the Pot plants periodically as required/directed.
- To maintain Pot plants by soil loosening, weeding, watering spraying insecticides, manuring, trimming, etc., for the potted plants.

### **Hedges and Edges :-**

- To prepare the topiary plants as required/directed.
- To prepare the Hedges and Edges as required/directed.
- To maintain the existing hedges by watering, manuring, pruning & trimming, spraying etc., as and when required.

### **Trees/Plants :-**

- To plant new trees along the roadsides, open spaces and in Smriti Van areas by digging pits, filling in soil, manuring, maintenance and watering as directed.
- To maintain by soil loosening, weeding, watering, spraying, insecticides, manuring, trimming etc., as directed.
- Plant species will be decided by In-charge Smriti Van as per requirement. Litter waste management and pit digging as per decision of NEERI.

**Cutting and trimming of tree branches and removal of fallen and dead/dry trees**

- To cut unwanted branches of trees during monsoon or as and when required,
- To remove dry or dead trees fallen due to heavy rain, wind or otherwise, irrespective of height in NEERI, premises.

**Pot arrangements for indoor and outdoor decoration**

- To prepare the pots of foliage plants and flowering plants periodically as required/directed.
- To make arrangements of pots for indoor/outdoor decoration as directed (changing the pots, replacing, fixing & repotting as required/directed).

**General Cleaning :-**

- To remove unwanted weeds, bushes, shrubs etc., from garden area.
- Cutting and removal of roadside bushes, wild grass in entire Institute's premises.
- Cleaning and sweeping of dry leaves in maintenance area.
- To store the branches, grass plants, hedges etc. after cutting at designated place.
- Coating base of trees with lime (Chuna/geru) upto 3 feet of height, once a month.

**Pump, Motor & Watering**

- To operate (on & off) pump and motor as and when required as directed.
- Watering all the lawns/gardens, flower beds, plants, herbs, shrubs, trees as directed.

**Any other allied work/job as required**

- As per direction/instruction of the Competent Authority, CSIR-NEERI, Nagpur. Plants and flower beds will be procured and supplied by Contractor in Garden as per direction of In-charge, Garden and as per requirement of CSIR-NEERI.

**Annexure 'A'**

<b>Details of Garden area in Institute and Colony premises</b>				
	<b>Garden Area</b>			<b>Total area sq.m</b>
1	Opposite main building	1	3932.69	3932.69
2	Opposite Workshop building	1	4412.57	4412.57
3	Dispensary garden	1	396.75	396.75
4	West colony open ground in front of Qtr. No. Type-II/1-28	1	15867.31	15867.31
5	West Colony Children park and surrounding areas	1	3121.54	3121.54

6	Director bungalow garden	1	1875.31	1875.31
7	Guest House Garden	1	2733.65	2733.65
8	Swimming pool cafeteria garden	1	3741.00	3741.00
9	Automobile Section			
10	Cummunity Hall			
11	RSH Garden Annex			
12	Smriti Van	1		20000.00
13	Technology Park			
14	Gate No. 1 & 2			

**Annexure 'B'**

**Minimum Material/equipments required for Garden and Landscape Maintenance\***

Sr.No.	Items/सामान वसु एवं मशीन के नाम	Quantity
1.	Lawn machine	01/year
2.	Grass Cutter machine	02/year
3.	Wood cutter machine	01/year
4.	Rod wood cutter machine	01/year
5.	Rod Wood cutter machine	01/year
6.	Spade/फावड़ा	02/year
7.	Tikas/टिकास	02/year
8.	Fork/काटा	02/year
9.	Datari/दातारी	04/year
10.	Garden Scissors/बागड़ कैची	02/year



11.	Rose scissors/गुलाब कैची	02/year
12.	Hasiya	06/year
13.	Khurapi	06/year
14.	Plastic pipe 1, 1/3" 100 meter	06/half year
15.	Kulhadi	02/year
16.	Koyata	02/year
17.	Good quality garden soil	1 truck/year
18.	Compost, mannure	1 truck/year
19.	Geru	10 kg/six months
20.	Brush 4"	04
21.	Petrol	05 lit/day
22.	Talwar	08/year
23.	Procurement and supply of Plants and Seasonal/ornamental or other plants as suggested by the In-charge, Garden, CSIR-NEERI, Nagpur.	

\*Note :

1. Quantity of the material mentioned is minimum. It will be binding on the successful bidder to supply the material by the 2<sup>nd</sup> 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.

