

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

No. 15(24)/Gen/House/23-24

Notice Inviting E-Tender through CPP Portal For outsourcing
Jobs/activities for Housekeeping of Scientific divisions/labs

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 CPP Portal for outsourcing of Jobs/activities for Housekeeping of Scientific divisions/labs under externally funded projects and non-scientific divisions at NEERI, Nagpur and its zonal labs at Mumbai, Delhi, Kolkata, Hyderabad and Chennai from reputed and experienced agencies in carrying out similar work with Central Govt./State Govt./Autonomous bodies under Central/State Govt./Local authorities and having registered office/branch office at Nagpur. The bidding firms may submit their bids through CPP portal (www.eprocure.gov.in) in the two bid format i.e. Technical Bid (Part-I) & Financial Bid (Part –II) as per the details given below :-

Name of the work	Cost of Tender Document	EMD (in Rs.)	Period of contract	Estimated value of contract
Providing Jobs/activities for Housekeeping of Scientific divisions/labs under externally funded projects and non-scientific divisions at NEERI, Nagpur and its zonal labs at Mumbai, Delhi, Kolkata, Hyderabad and Chennai.	Nil	*9,00,000/- The EMD may be accepted in Account Payee Demand Draft in favour of Director, NEERI Nagpur	One year which may be extended for a further period of One year subject to satisfactory performance and mutual consent on the existing terms & conditions	4.50 (in crores)

*Exemption for the agencies having MSME Certificate

INSTRUCTIONS

- (I) E-bids are invited through CPP Portal and tender document can only be submitted through (www.eprocure.gov.in) free of cost.
- (II) Any Bidder willing to take part in the process of e-tendering will have to get registered in the (www.eprocure.gov.in) Government of India.
- (III) In the event of the date specified for bid opening being declared as closed the bids will be opened on next working day.
- (IV) In case of any clarification please contact on email id : ao@neeri.res.in.

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

Eligible contractors may apply with the following essential qualification along with tender documents and submit the relevant documents in support of essential qualification :-

1. Signed copy of current valid certificate/license issued by Labour Commissioner.
2. Income Tax Return for the Assessment years 2020-21, 2021-22 & 2022-23.
3. The agency should have strong financial condition with minimum turnover of 2.25 Cr. or above for the financial year 2020-21, 2021-2022 & 2022-23. Turnover certificate should be certified by a Chartered Accountant.
4. Registration under Proprietor / Firm / Company/Shop & Establishment
5. Experience: Client list along with experience certificate where services have been/are being provided for more than 100 labourers (approx.) in a day for continuous 12 months in last three years (i.e for the calendar years 2021, 2022 & 2023) .
6. Registration with EPFO
7. ESIC Registration
8. GST Registration
9. Profession Tax Registration
10. MSME registration Certificate, if applicable.
11. Agency should submit letter of good services rendered by at least two clients. CSIR-NEERI team may visit to assess the work of agencies in those areas
12. 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 period of contract with details etc., an affidavit affirmed to this effect on a stamp paper of Rs.100/- duly attested by a notary, needs to be provided. The affidavit needs to be provided even if there is no pending legal proceeding. In case any legal proceedings in respect of the above have been since disposed off, details of the same along with evaluation of the above have been since disposed off; details of the same along with evaluation of the above information shall be done at the discretion of the Institute.
13. Functional Office at Nagpur – submit proof
14. No relation certificate

SECURITY DEPOSIT

Successful tenderer has to furnish Security Deposit in the form of Insurance Surety Bonds/Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/ Bank Guarantee of a Nationalized Bank for Rs. 22,50,000/- (Rupees Twentytwo Lakh Fifty Thousand Only) valid for a period of 18 months w.e.f. date of award of contract as security for non-compliance of any of the conditions of the assignment at the time of executing the agreement.

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

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

Sd/

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

Scope of work

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

Housekeeping :-

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

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

(II) Housekeeping of non-scientific division

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

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

Our projection for all above activities is 148 laboureres in a day (Number of laboureres may decrease or increase depending upon the changes in the scope of work currently defined). Aforementioned job activities are only indicative in nature and not exhaustive. Actual number of labourers require for each activity will be decided at the time of award of contract/on requirement basis.

The contractor shall make payment to the workers deployed by him as per the Gazette of India, Ministry of Labour & Employment Notification No. No. . 1/8(1)/2023-LS-II dated 26.09.2023 under the schedule employment of “Cleaning & Sweeping” and “Agriculture” from time to time. In addition to the wages, the contractor will be liable to make payments of all the statutory benefits (viz. ESI, EPF, Bonus etc.) admissible to his workers as per the Contract Labour (Regulation & Abolition) Act, 1970.

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

(For The Tenderer)

I/We hereby undertake that :-

1. I am willing to provide manpower for outsourcing the jobs/activities for the NEERI Headquarters and its zonal labs at Delhi, Hyderabad, Kolkata, Mumbai and Chennai for the works indicated above.
2. I will obtain valid license from the Assistant Labour Commissioner (Central), Nagpur or from the respective authority of the concerned State, and comply with the statutory conditions.
3. I agree to the deduction of Income Tax at source and TDS on GST as per Govt. of India rules of the bill per month or at any modified rate notified under Income Tax Act by the Govt. of India, and any other deductions as per rule from time to time.
4. I agree to provide separate documentary evidence about the remittance of ESI, EPF etc. in respect of workers deployed by me at NEERI.
5. GST will be initially paid by me and got reimbursed by submitting the proof of remittance every month. I agree to provide separate receipt of Goods & Service Tax deposited by me in respect of payments received from NEERI in the following month.
6. Bonus will be initially paid by me and get reimbursed by submitting the proof of payment to the labourers as per Payment of Bonus Act, 1965 and Amendment Act 2015.
7. The rates as quoted would be applicable for entire period of the contract and I/we will not make any claim for additional charges under any circumstances unless any revision made by the appropriate Government Authority in the wages and statutory benefits.
8. The complete supervision over the work and the workers will be done by me / my representative (minimum 2 uniformed supervisors to look after the work on daily basis).
9. It would be my responsibility to provide labourers with proper uniform with company logo embroidered, similarly I would provide special safety gadgets such as gumboots/ raincoats/gloves wherever necessary for the safety of workers. I agree that Non-compliance would invite penalty from the management.
10. Relationship with NEERI employee, if yes, please provide details: Yes / No

Name of Employee	Designation	Relationship

Further, I am enclosing RTGS/NEFT receipts for an amount of Rs.9,00,000/- towards EMD vide No. ----- dated-----drawn in favour of Director, NEERI, Nagpur-20.
Bank details :- Account No. 30266513766 & IFSC code 4224 to be drawn on State Bank of India, NEERI Branch, Nagpur-440020

Signature with date & seal of the Contractor

(Name in Block Letters & Address)

GENERAL TERMS AND CONDITIONS

- 1 Etenders in two bid system, i.e. Technical Bid & Financial Bid for “ **Outsourcing the jobs/activities for Housekeeping of scientific divisions/ Labs under externally funded projects and non-scientific divisions at NEERI , Nagpur and its zonal labs at Mumbai, Delhi, Kolkata, Hyderabad, and Chennai**” are invited by the Director, CSIR-NEERI for outsourcing the following jobs from registered agency/contractor having experience in carrying out similar work with Central Govt./State Govt./Autonomous bodies under Central/State Govt./Local authorities and holding valid License under the provision of Contract Labour (Regulation & Abolition) Act, 1970 for a period of one year on contract basis which can be extended on same terms and conditions. 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.
- 2 E-bids are invited through the electronic tendering process and tender document can be submitted through (www.eprocure.gov.in) free of cost. Please note that the submission of e-bids will be only through e-portal (www.eprocure.gov.in)
- 3 In case of any query related to this tender bidders may contact ao@neeri.res.in
- 4 Bids must be received through (www.eprocure.gov.in) 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.
- 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.
- 7 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.
- 8 The contract is normally given for a period of one year, however, it may be extended for another year on existing terms and conditions and on satisfactory performance by mutual consent.
- 9 The contract may be terminated by CSIR-NEERI without giving any reasons at any time by giving 30 days notice in advance. The contractor, will also give one month notice to the NEERI authority for discontinuing his work.
- 10 The contractor shall be liable for making payments of wages and meeting all other statutory liabilities of the workers deployed by him.
- 11 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.

- 12 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.
- 13 All documents including details of payment made by the contractor to the workers deployed by him shall be open for inspection by Director, CSIR-NEERI or any person authorized by him. Payments to workers deployed by contractor shall be made **directly to the bank account of the contract labourers.**
- 14 The contractor shall have to deposit a sum of Rs. 9,00,000/- (Rupees Nine lakh Only) by a demand draft drawn in favour of Director, CSIR-NEERI along with tender as Earnest Money Deposit.
- 15 He will have to furnish a Bank Guarantee from a Nationalized Bank for Rs. 22,50,000/- (Rupees Twentytwo Lakh Fifty Thousand Only) valid for a period of 18 months w.e.f. date of award of contract as security for non-compliance of any of the conditions of this assignment at the time of executing the agreement.
- 16 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.
- 17 The rates as quoted above would be applicable for entire period of the contract and the contractor will not make any claim for additional charges under any circumstances unless any revision made by the appropriate Government Authority in the wages and statutory benefits.
- 18 If there is any change in rates of minimum wages due to change of schedule of employment, the service charge quoted by the tenderer will remain same.
- 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, in case of lapses/unsatisfactory performance breach of Agreement by the contractor the contract may be terminated with immediate effect and Security Deposit may be forfeited in such cases in addition to 10% of deduction from the 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 or in a single bid 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 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 will be applicable

Signature with date & seal of the Contractor

(Name in Block Letters & Address)

1. 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.

2. 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.
- (d) In case of breach of any part of the Agreement.

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.

3. Termination of Contract

Either party can exit from the contract after giving notice of one month before the termination. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

PENALTY :- In case of termination of contract by CSIR-NEERI for breach of any clause of Agreement, the Security Deposit will be forfeited.

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 a qualified bidder as per the terms and conditions of this NIT and I will abide by them include Code of Integrity stipulated in the NIT and accept the punitive measures on its violation.

Signature & Stamp of the Bidder/Consultant

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

Housekeeping :-

I. Housekeeping of scientific divisions/ Labs under externally funded projects

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

II. Housekeeping of non-scientific division

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

III. Housekeeping of Guest house/Canteen/RSH as per requirement

Approximate manpower Required*

Sr.No.	Labs	Number
1	NEERI Hqrs	115
2	MZC	13 +1 driver
3	DZC	09
4	KZC	01
5	HZC	08
6	CZC	01

*Note: Number may increase or decrease depending upon the requirement.

Schedule of Wages/Rates (Item wise as under)

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

Sr. No.	Description	Rate per day per labour	Rate per day per labour
1	Current Basic wages + VDA (Minimum wages) under schedule of employment "Cleaning & Sweeping" and "Agriculture". (As notified by Govt. of India, Ministry of Labour & Employment Notification No. 1/8(1)/2023-LS-II dated 26.09.2023)	Cleaning & Sweeping (unskilled) Rs.751.00	Agriculture:- (skilled) Rs. 569.00
2	EPF on Sr. No.1 (As per the provisions of "Employees Provident Fund and Miscellaneous Provisions Act, 1952").	12%	12%
3	EDLI on Sr. No.1	@0.50%	@0.50%
4	Admn. Charges on EPF	@0.50%	@0.50%
5	ESIC on Sr. No.1 (As per the provision of "Employees State Insurance Act, 1948").	3.25%	3.25%
6	Bonus 8.33% (As per "Payment of Bonus (Amendment) Act, 2015).	8.33%	8.33%
7	Service Charge on minimum wages Sr. No. 1.	 %
6	GST as applicable		

Note :

1. Service Charge should be quoted only for the item mentioned above i.e. for Sr. No. 1 in Column 7. Other components of the wage structure enumerated above is as per Govt.of India norms.
2. The service charge should be quoted both in words and figures to avoid any ambiguity.
3. L1 will be decided solely on the basis of rates quoted against Sr. No. 7.
4. The % of Service charge as at Sr. No. 7 above may be quoted considering the fact that all the statutory liabilities, other benefits, Uniforms, etc. will have to be provided by the contractor at his own cost. Payment against item no. 2 to Sr. 6 will be made to them as at actuals and on reimbursable basis as per the supporting receipts / challans, documents.
5. In case two or more agencies quote the same service charge, L-1 will be decided on turnover of the agency of last three financial years.
6. In case two or more than two agencies quote the same service charges and having same turnover, L-1 will be decided on experience of the agency. i.e. the agency which has maximum years of experience shall be considered as L-1 in circumstances.

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

(Format of Integrity Pact)

PRE CONTRACT INTEGRITY PACT

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made on.....day of(month & year) between COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH ,a society registered under the Societies Registration Act,1860 having its registered office at “Anusandhan Bhavan,” Rafi Marg, New Delhi – 110001 represented by The Director, CSIR-National Environmental Engineering Research Institute, having office at Nagpur - 440020 hereinafter referred to as “The Employer/Buyer” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.

And

M/s _____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at _____ represented by Shri _____, hereinafter referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the Employer proposes to outsource jobs/activities for Housekeeping of Scientific Division/Labs (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No. 15(24)/Gen/House/23-24 aforesaid proposal of the Employer.

WHEREAS the Bidder/Contractor is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the

relevant law in the matter and the Employer/Buyer is an autonomous organization under the Ministry of Science & Technology, Govt. of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

Enabling the Employer/Buyer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer/buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

1.0 Commitments of the Employer

- 1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

1.3 All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :

3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.

3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised

to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring/awarding the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.

- 3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business/work relationship, regarding plans, technical proposals, technical know & how and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or

through any other manner without supporting it with full and verifiable facts.

3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

3.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.

3.13 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

3.14 In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

4.0 Previous Transgression

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

5.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the BidDocument is to be referred.

6.0 Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings" attached as Annex-A and initiate all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (v) To debar the Bidder/Contractor from participating in future bidding processes of CSIR., as per provisions of "Guidelines on Banning of Business Dealings" of CSIR which may be further extended at the discretion of the borrower.
- (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any

middleman or agent or broker with a view to securing the contract.

(vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.

(viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 (Independent External Monitors)

7.1 The Employer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform Director, CSIR-NEERI and request CSIR-NEERI to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations, these recommendations would be in the nature of advice would not be legally binding. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.
- 7.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 7.8 The Monitor will submit a written report to the Director, CSIR-NEERI within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 7.9 The word "Monitor" would include both singular and plural.

8.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Employer, i.e. Bhopal (Madhya Pradesh). The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

10.0 Other Legal Actions

10.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10.2 Changes and supplements as well as termination notice need to be made in writing.

10.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

11.0 Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the

Employer and the Bidder/Contractor/Seller, including warranty period & Defect Liability period as the case may be, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid, theremainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

12.0 The Parties hereby sign this Integrity Pact as part of the contract at ___ on _____ and parties concerned are bound by its provisions.

Employer	Bidder/ Contractor
Name of the Officer	(Authorised Person)
Designation	(Name of the Person)
	Designation
Place _____	Place _____
Date _____	Date _____
Witness1. _____	Witness1. _____
(Name and address)	(Name and address)
2. _____	2. _____
(Name and address)	(Name and address)

For any Complaint/Grievance pertaining to this tender you may contact the following Independent External Monitors :-

<p>Shri Prabakaran Palaniappan IAS (Retd.) New No.9 (old No. 4B/14) Venkateswara Nagar 3rd Street Adyar, Chennai -600 020 (TN) Email – pprabakaranias@gmail.com</p>	<p>Dr. Rajan S. Katoch, IAS (Retd.) A-91, Alkapuri Bhopal-462022 email – rkatoch@nic.in</p>
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मसौदा /Draft - djkj@AGREEMENT

lh,,lvkbZvkj&uhjh eq[;ky; ukxiqj esa बाह्य स्रोत द्वाराJobs/Activities for housekeeping of scientific divisions/labs under externally funded projects and non-scientificdivisions at NEERI, Nagpur and its zonal labs at Mumbai, Delhi, Kolkata, Hyderabad and ChennaiGSRQ djkj

AGREEMENT FORoutsourcing the Outsourcing the “Jobs/Activities for housekeeping of scientific divisions/labs under externally funded projects and non-scientificdivisions at NEERI, Nagpur and its zonal labs at Mumbai, Delhi, Kolkata, Hyderabad and Chennai.

lkslkbVh iathdj.k vf/kfu;e ds vUrxZr iathÑr lkslkbVh oSKkfud rFkk vkS|ksfxd vuqla/kku ifj'kn] ftldk dk;kZy; Pvuqla/kku Hkouß] jQh ekxZ] ubZ fnYyh ij fLFkr gS ¼blds ckn bldk mYys[k lh,,lvkbZvkj ds :i esa fd;k x;k gS½] tc rd fd lanHkZ vFkok mlds vFkZ ds izfrdwy u gks blds mRrjkf/kdkjh vkSj leuqnsf”krh lfgr ,d i{k vkSj

eslर्स.....Zij 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 mRrjkf/kdkjh vkSj leuqnsf”krh lfgr nwljs i{k ds chp o’kZ ds.....ekg ds fnu dks ;g djkj lEiUu gqvKA

This AGREEMENT made on thisday of, **20.....** 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.

tcfđ lh,,lvkbZvkj viuh ,d ?kVd bdkbZ jkf’Vª; i;kZoj.k vfHk;kaf=đh 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 housekeeping of scientific divisions/labs under externally funded projects and non-scientificdivisions at NEERI, Nagpur and its zonal labs at Mumbai, Delhi, Kolkata, Hyderabad and Chennaiß gsrq Bsdk nsus dk bPNqd gS vkSj tcfđ 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 outsourcing the **Job /Activities for housekeeping of scientific divisions/labs under externally funded projects and non-scientific divisions at NEERI, Nagpur and its zonal labs at Mumbai, Delhi, Kolkata, Hyderabad and Chennai,**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.

tcf d Bsd snkj us izLrqr fd;k gS fd og Bsd k Jfed ¼f ofu;eu vkSj mUewyu½ vf/kfu;e] 1970 ds izko/kkuksa ds vUrxZr iathÑr Bsd snkj gS vkSj mlus ;g Hkh izLrqr fd;k gS fd og bl Bsd s dks izklr djus dk ik= gS ,oe~ bl laca/k esa ml ds fy, dksbZ dkuwuh vFkok vU; otZu ugha gSA bl Bsd s 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, j vkSj@vFkok vkSipkfjdrk, j Bsd snkj }kjk vius [kpZ vkfn ij fuHk kbZ tk, jxh rFkk Bsd snkj bl ds vuqiky dh fjiksVZ lh,lvkbZvkj dks izLrqr djsxkA mDr vf/kfu;e ;k vU; fdlh vf/kfu;e ds izko/kkuksa ds fdlh izdkj ds mYya?ku ds fy, Bsd snkj 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.

tcf d lh,lvkbZvkj `Jobs/Activities for housekeeping of scientific divisions/labs under externally funded projects and non-scientific divisions at NEERI, Nagpur and its zonal labs at Mumbai, Delhi, Kolkata, Hyderabad and Chennai.के कार्यB bl ds ckn ftdk mYys[k leuqnsf"kr dk;Z ds :i esa fd;k x;k gS vkSj ftdk foLr`r foj.k layXudPdß ij fd;k x;k gS] dk Bsd k iznkudjus ds fy, lger gSA

WHEREAS CSIR/ NEERI has agreed to award the contract for the job of Jobs/Activities for housekeeping of scientific divisions/labs under externally funded projects and non-scientific divisions at NEERI, Nagpur and its zonal labs at Mumbai, Delhi, Kolkata, Hyderabad and Chennai' hereinafter mentioned as Work Assigned, details of which are given at **Annexure 'A'**.

vkSj tcf d Bsd snkj lh,lvkbZvkj&uhjh dks fdlh Hkh jkf"V^a;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 a Bank Guarantee from a nationalized 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 ÅijmfYyf[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 lgefr gS fd Bsdnskj }kjk Aij mfYyf[kr lsokvksa ds fy, rSukr O;fDr IHkh mÍs";ksa vkSj iz;kstuksa ds fy, Bsdnskj ds deZpkjh jgsaxs vkSj bl izdkj rSukr O;fDr Bsdnskj 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 Bsdnskj funks"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 rñqijkar Bsdnskj le;≤ ij leuqnsf"kr dk;Z dh leh{k dk djsxk rFkk funks"kd uhjh dks mldh iz.kkyh dks vkSj vf/kd mi;ksxh cukus ds fy, lykg nsxkA lkFk gh Bsdnskj funks"kd lh,lvkbZvkj&uhjh vFkok funks"kd }kjk bl laca/k esa le;≤ ij ukfer vf/kdkjh }kjk mls fn, x, funks"kksa@vuqns"kksa dk vuqikyus djus ds fy, ck/; gksxk vkSj mUgasa 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 Bsdnskj }kjk rSukr deZpkjh viuh M~;wVh dj jgs gSa vFkok ugha funks"kd uhjh vFkok funks"kd }kjk izkf/kÑr dksbZ vU; O;fDr Bsdnskj }kjk rSukr deZpkfj;ksa dh vkdfLed tk;p 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 on the persons as deployed by the CONTRACTOR in order to ensure that persons deployed by him are doing their duties.
- 4- fd Bsdnskj }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&dkuwuh cyok vFkok foPN`a[ky vkpj.k esa fylr ik;k tkrk gS] rks Bsdnskj bl laca/k esa lh,lvkbZvkj@uhjh }kjk fjiKsVZ fd, tkus ij ,sls deZpkjh dks rjar dke ls gVk nsxk vkSj mlds fo#)

mi;qDr dkjZokbZ djsxkA lkFk gh Bsdsnkj funs”kd uhjh dh ek;x ij dfFkr O;fDRk ds mDr ÑR;ksa esa fylr 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 Þdßij 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’ 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;ksaजिनकी आयु वर् 18ष से ज्यादा तथा वर्ष से कम हो 60dks 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 ifljksa esa rSukr O;fDr;ksa ds uke] firk dk uke] vkoklh; irk] vk;q,□□□□, □□□□ □□□□ □□ □□□□□, □□□□ □□□□ □□ □□□□□□ □□□ □□□□□□ □□□□ 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 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.
- 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,lvkbZvkj 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

fofo/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 vuqikyu 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 Bdsdnkj Je dkuwuksa vFkok fdUgha vU; lkafof/kd izko/kkuksa ds fdlh izdkj ds mYya?ku ds fy, vdsyk gh mRrjnk;h gksxk vkSj lkFk gh lkafof/kd izko/kkuksa dk vuqikyu u gksus dh otg ls lHkh izdkj dh pwdksa] =qfV;ksa] Hkax vkSj@vFkok fdlh noksa] ekax] gkfu] {kfr vkSj [kpkZa vkfn ds fy, lh,lvkbZvkj dks {kfriwfrZ djsxkA ;fn Bdsdnkj ,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 Bdsdnkj 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 Bdsdnkj ls visf{k gksxk fd og Hkou ifjlkksa 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- fdlh,lvkbZvkj@uhjh ds izrfuf/k dh mifLFkfr esa bl izdkj rSukr O;fDr;ksa dks etnwjh vkfn dk ऑनलाइनHkqxrku djsxk vkSj bl dj;k ds varxZr dk;Z djus ds fy, mlds }kjk rSukr O;fDr;ksa dh lHkh ns; jk'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 Bdsdnkj ij ;g ck;/rk] ;g lqfuf'pr djus ds fy, vf/kjksfir dh tkrh gS fd og BsdKJfed 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 Bdsdnkj etnwjh ds Hkqxrku] etnwjh ls etnwjh vof/k dh dVksrjh] vnk ugha dh xbZ etnwjh vkSj vizkf/kÑr :i ls dh xbZ dVksr;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;≤ ij vuqikyuu djsxk vFkok vuqikyuu djok,xkA

8. That the CONTRACTOR shall make the payment of wages, etc. to the persons deployed in the presence of representative of the CSIR/NEER 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.k] cksul ls lacaf/kr dksbZ Hkh vf/kd jkf" k Bsdsnkj ds ikl "ks'k jgrh gS rks og mls rqjar 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- fd Bsdsnkj Lo;a }kjk rSukr deZpkfj;ksa ds fdlh xSj&dkuwuh cyok vFkok foPN`a[ky vkpj.k vFkok ÑR;ksa dks jksdus ds fy, lHkh izdkj ds ;Fkksfpr iwoksZik; djsxk vkSj lh,lvkbZvkj dh laifRr rFkk O;fDr;ksa dh "kkafr ,oa lqj{kk dks cuk, j[kuk lqfuf"pr djsxkA

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- fd Bsdsnkj vius O;fDr;ksa dks bl izdkj rSukr djsxk fd mUgsa llrkg esa ,d ckj vkjke fey ldsA muls fy, tkusokys dk;Z dk le;@NqÍh nqdku vkSj LFkkiuk vf/kfu;e ds lacaf/kr izko/kkuksa ds vuq;i gksA Bsdsnkj vius dkexkjksa ds laca/k esa muds lHkh ekU;rk izklr R;kSgkjksa] vkjke ds fnuksa vkSj /kkfeZd ;k vU; jhfr fjoktksa dk lE;d~ /;ku j[ksxkA ;fn Bsdsnkj le;≤ ij la"kksf/kr BsdkJfed ¼fofu;eu vkSj mUewyu½ vf/kfu;e] 1970 ds izko/kkuksa

lfgr Je dkuwuksa ds fdlh Hkh izko/kku esa pwd vFkok Hkax dj jgk gS vFkok mDr fofu;eksa vkSj fu;eksa ds izko/kkuksa ds varxZr rRoRk% xyr dksbZ lwpuv vFkok dksbZ fooj.k izLrqr vFkok Qkby dj jgk gS] rks og fdlh vU; nkf;Ro ds iwokZxzg ds fcuk funs”kd uhjh dks lh,lvkbZvkj@uhjh }kjk nkok dh xbZ jkF”k dk Hkqxrku djsxkA

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 leklr 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 as breach of Agreement 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 leklr 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 ekjx 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
essa 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 IEifRRk ,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 dVksrh 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 lsokvksa ds cnys mls lsok pktZ% izfr"krU;qure etnqjh ij dk Hkqxrku oS/kkfud ns;rkvksa ds lkFk ,oa जीएसटीvrfjDr ds lkFk okLrfod jkf" k ;k tks de gksxk mlls fd;k tk,xkA ;g Hkqxrku etqjh ds C;kSjs ls dM+hc/n gS tks layXu *[k* esa n"kkZ;h gSA ,d fnu ds U;qure Jfed ls de Jfed ikus ij fcy dh jkf" k ls lekuqikrh dVksrh dh tk,xhA ,slk Hkqxrku Bsdsnkj }kjk izLrqr vkSj bl laca/k esa funs"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 _____% service charge on minimum wages alongwith payment towards statutory liabilities. Payment linked to the break up of wages given in Annexure 'B' + GST or actual amount which ever is less on monthly basis. Proportionate deduction will be made from the lumpsum bill amount if labourers supplied are found less than the minimum requirement per day. Such payment shall be made within 10 days from the date of receipt of the duly completed bill to be raised by the CONTRACTOR and duly certified by the officer designated by Director CSIR-NEERI in this regard.

2- fd lh,lvkbZvkj Bsdsnkj dks mi;qZDr jkf" k dk Hkqxrku djus ds fy, lger gS tks etwjh C;ksjs ij vk/kkfjr gksxk ftls layXu *[k* esa n"kkZ;k gSA ijorhZ eghuksa dk fcy tek djus ls iwoZ] blds }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 BizfriwfrZ dk fl/nkarß gksxkA

2. That the aforesaid amount has been agreed to be paid by CSIR to the CONTRACTOR based upon the break-up of wages given in **Annexure 'B'**. 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 mi;qDr ljdkj }kjk le;≤ ij etnwjh esa la"kks/ku fd, tkus ds dkj.k vfHko`f)@c<+ksrjh izHkkjksa dk Bsdsnkj dks Hkqxrku djsxkA
3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR/NEERI to the CONTRACTOR.
4. fd lh,lvkbZvkj@uhjh Bsdsnkj }kjk iznku dh xbZ lsokvksa ds dkj.k izkf/kdj.kksa dks mlds }kjk Hkqxrku fd, x, जीएसटी] ;fn dksbZ gks] dh izfriwfrZ djsxkA ;g izfriwfrZ Bsdsnkj }kjk mDr jkf" k dks tek djus dk izek.k izLrq djus ij Lohdk;Z gksxhA
4. That the CSIR/NEERI shall reimburse the amount of GST, if any, paid by the CONTRACTOR to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the CONTRACTOR.

?k- "kkfLr@nkf;Ro

- 1- fd Bsdsnkj bl djkj ds fuca/ku ,oa "krksZa dk fu'BkiwoZd vuqiky djsus 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 lsokvksa ls iw.kZr;k larq"V ugha gS] rks ekg fo"ks" k ds fcy dh dqy jkf" k esa ls vf/kdre 10% rd dh dVksRh "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 2024 Is izHkkoh gksxk vkSj ,d lky dh vof/k ds fy, izHkkoh jgsxkA 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. 2024 and shall remain in force for a period of one year . This agreement may be extended for another year on such terms and conditions as are mutually agreed upon.

2- fd bl djkj dks fuEukafr fdlh Hkh vkdfLdrk ds gksus ij lelr fd;k tk ldrk gS %& d¹/₂ ;FkksDr Bsdk vof/k lelr gksus ij [k¹/₂ fuEukafr ds fy, lh,lvkbZvkj }kjk ,d ekg dk ukfVI nsdj ¹/₄i¹/₂ Bsdsnkj }kjk bl djkj dh fdlh Hkh fuca/ku ,oa “krZ dks Hkax fd, tkus ij ¹/₄ii¹/₂ Bsdsnkj }kjkujh dh fyf[kr vuqefr fy, fcuk fdlh mi Bsdsnkj dks mDr Bsdk ;k mldk dksbZ Hkkx nsus ij x¹/₂ l{ke U;k;ky; }kjk Bsdsnkj dks fnokfy;k ?kksf'kr fd, tkus ij mi;qZDr fLFkfr esa Bsds ds lekiu ds fy, ukfVI vof/k ds nkSjku Bsdsnkj ukfVI vof/k ds lelr 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.
 - d) In case of breach of Agreement.

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.

3.The entire NIT documents shall be the part of this Agreement.

3- fufonk vkea=.k lwpuk vkSj fufonk nLrkost esa lwpuc/n vU; fu;e ,oa “krsZ bl djkjukes dk fgLlk gksxh A

fuEukafr 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.

Bsdsnkj ds fy,
ifj'kn
vkSj Bsdsnkj dh
fnYyh&110001
vksj ls -----
vkSj mldh vksj ls

oSKkfud rFkk vkSjksfxd vuqla/kku
vuqla/kku Hkou] jQh ekxZ] ubZ
ds fy,

xokg

1-

2-

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

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

Tender for Outsourcing the jobs/activities for Housekeeping (Day to Day Basis) as under :-**Housekeeping :-****I. Housekeeping of scientific divisions/ Labs under externally funded projects**

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

II. Housekeeping of non-scientific division

- Movement of official files within the various Division/Sections/Unit and to provide general assistance for day to day activities . Also including cleaning sweeping, sanitation etc at zonal labs at Mumbai,

Delhi, Kolkata, Hyderabad and Chennai.

- Filling of drinking water in all water jugs, flasks and filters.
- Other manual labour works as assigned.

III. Housekeeping of Guest house/Canteen/RSH as per requirement

Approximate manpower Required*

Sr.No.	Labs	Number
1	NEERI Hqrs	115
2	MZC	13 driver 1+
3	DZC	09
4	KZC	01
5	HZC	08
6	CZC	01

*Note: Number may increase or decrease depending upon the requirement.

Schedule of Wages/Rates (Item wise as under)

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

Sr. No.	Description	Rate per day per labour	Rate per day per labour
1	Current Basic wages + VDA (Minimum wages) under schedule of employment “Cleaning & Sweeping” and “Agriculture”. (As notified by Govt. of India, Ministry of Labour & Employment Notification No. 1/8(1)/2023-LS-II dated 26.09.2023)	Cleaning & Sweeping (Unskilled) Rs. 751.00	Agriculture (Skilled) Rs. 569.00
2	EPF on Sr. No.1 (As per the provisions of “Employees Provident Fund and Miscellaneous Provisions Act, 1952”).	12%	12%
3	EDLI on Sr. No.1	%0.50	%0.50
4	Admn. Charges on EPF	%0.50	%0.50
5	ESIC on Sr. No.1 (As per the provision of “Employees State Insurance Act, 1948”).	3.25%	3.25%
6	Bonus 8.33% (As per “Payment of Bonus (Amendment) Act, 2015).	8.33%	8.33%
7	Service Charges on Minimum wages at Sr. No. 1	-----%	
8	GST as applicable		

Note :

1. Service Charge should be quoted only for the item mentioned above i.e. for Sr. No. 1 in Column 7. Other components of the wage structure enumerated above is as per Govt.of India norms
2. The service charge should be quoted both in words and figures to avoid any ambiguity.
3. L1 will be decided solely on the basis of rates quoted against Sr. No. 7.
4. The % of Service charge as at Sr. No. 7 above may be quoted considering the fact that all the statutory liabilities, other benefits, Uniforms, etc. will have to be provided by the contractor at his own cost. Payment against item no. 2 to Sr.6 will be made to them as at actuals and on reimbursable basis as per the supporting receipts / challans, documents.
5. In case two or more agencies quote the same service charge, L-1 will be decided on turnover of the agency of last three financial years.
6. In case two or more than two agencies quote the same service charges and having same turnover, L-1 will be decided on experience of the agency. i.e. the agency which has maximum years of experience shall be considered as L-1 in circumstances.

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