



**NATIONAL INSTITUTE OF SCIENCE
COMMUNICATION AND POLICY RESEARCH**

NIScPR
National Institute of Science
Communication and Policy Research

Vigyan Sanchar Bhawan
Dr. K. S. Krishnan Marg, Near Pusa Gate
New Delhi – 110012 (India) and
Vigyan Sancha Bhawan
14, Satsang Vihar Marg, New Delhi – 110067
25843130, 25842990 extn. 276 & 358
(www.niscpr.res.in)

Name of work:- "Annual Contract for providing Contractual Manpower Services to CSIR-NIScPR"
(Note : Only relevant & required documents may be upload.)



Handwritten signatures and initials in blue ink.



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CSIR-National Institute of Science Communication And Policy Research

(Council of Scientific and Industrial Research)
Dr. K. S. Krishnan Marg, New Delhi-110012

NOTICE INVITING TENDER

Name of Work: "Annual Contract for providing Contractual Manpower Services to CSIR-NIScPR"

Please read all tender documents before filling online tender.

Tender through GeM (Government e-Market Place) is invited by the Director, CSIR-NIScPR under from the registered contractor holding valid Labour Licence under Contract Labour (Regulation and Abolition) Act, 1970. The Bidder must have at least three years experience (ending month of March prior to the bid opening) of providing similar type of services in CSIR Labs/Instt./Central/State Govt./PSUs/Nationalised Bank/Autonomous Bodies, Services rendered with list of such CSIR Labs/Instt./ Central/State/ PSUs/Nationalised Banks with duration of service shall be furnished. The bidder must have successfully executed/completed similar services (definition of "similar services" should be clearly defined), over the last three years i.e. the current financial year and the last three financial years. (1) Three similar completed services costing not less than the amount equal to 40% of the estimated cost; or (2) Two similar completed services costing not less than the amount equal to 50% of the estimated cost; or (3) One similar completed services costing not less than the amount equal to 80% of the estimated cost.

The details of contractual manpower:-

Sl No.	Category	No of Manpower
1.	Graduate and above	40
2.	Skilled (Matric but not Graduate)	65
3.	Semi-skilled (non matric)	19
4.	Unskilled	03
	Total	127

The number of workers may vary from time to time depending upon the need. Before submitting the tender, the bidder should inspect the sites/locations (Pusa an SV Marg, New Delhi), nature of work, working conditions and movement of laborer, etc. No claim whatsoever will be entertained for any ignorance or otherwise under any circumstances after the award of the contract.

For complete tender details please visit CSIR- NIScPR website www.niscpr.res.in or GeM portal :-

1.	Estimated cost of the work	Rs. 8,87,36,320/-
2.	Duration	02 (two years)
3.	NIT publishing date	As specified in GeM Portal
4.	Cost of the Tender Document	
5.	Document downloading start date on	
6.	Document downloading/Tender submission end date	
7.	Bid (Technical Bid) opening date	

Director, CSIR-NIScPR reserve the right to accept or reject any tender in part/full or to split order without assigning any reason or to annual the tender process at any stage or split the order without assigning any reason thereof.

8	EMD	Rs.17,74,726/- to be paid through online A/c No. 110003874485 IFSC Code: CNRB0019100 in Favour of Director, CSIR- National Institute of Science Communication and Policy Research payable at New Delhi.
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(Administrative Officer)

DETAILS TECHNICAL BID

Tender through GeM (Government e-Market Place) is invited by the Director, CSIR-NIScPR for the work of "Annual Contract for providing Contractual Manpower Services to CSIR-NIScPR" from the Registered Contractors holding valid Labour license as applicable under the Contract Labour (Regulation and Abolition) Act, 1970 estimated cost of work is Rs. 8,87,36,320/- (Rupees eight crores, eighty seven lacs thirty six thousand three hundred twenty)

Registered Bidders who have successfully completed minimum one/two/three similar work each single value amounting to 80%/50%/40% for the estimated bid value respectively or above during the last three years in CSIR Labs/Instt./Central/State Govt./PSUs/Nationalised Bank/Autonomous Bodies, Services rendered with list of such CSIR Labs/Instt./ Central/State/PSUs/Nationalised Banks and meeting the following eligibility criteria only need to apply.

A. ELIGIBILITY CRITERIA:

1. Must possess valid Labour license under Contract Labour (Regulation & Abolition) Act, 1970.
 2. Valid Registration certificate issued by the appropriate Authority to carry out such business.
 3. Must have registered with EPFO, ESIC, PAN and GST Authorities with allotted registration/code numbers.
 4. Must not have been blacklisted by Govt./State Govt./Central or State Autonomous Bodies/Organization/CSIR or any its Labs/Instt./PSUs as on the date of submission of the bid.
 5. Must have successfully carried out executed/completed following similar work during the last three (3) years ending the last day of March of the previous years :-
 - a) Three similar completed works each costing not less than the amount equal to Rs. 3,54,94,528/- i.e 40% of the estimated cost of work OR
 - b) Two similar completed works each costing not less than the amount equal to Rs. 4,43,68,160/- i.e 50% of the estimated cost of work OR
 - c) One similar completed works each costing not less than the amount equal to Rs. 7,09,89,056/- i.e 80% of the estimated cost of work OR
- Similar work mean the execution of manpower contract/providing manpower etc. and must produce a successful completion certificate in respect of work done from the clients and the work done certificate should mention details of work executed, the date of commencement and date of completion of the work and the gross of value completed work/work done.
- d) Each bidder shall submit only one tender either by himself as a member of Firm.

6. The prospective bidder have his office/Branch Office in NCR/Delhi.

B. DOCUMENT TO BE SUBMITTED:

- Bidders meeting the 'Eligibility Criteria' may submit their bid with the following details failing which the technical bid shall be treated as incomplete and will be summarily rejected:
- i) Self attested copy of valid registration certificate issued by the appropriate authority to carry out such business.
 - ii) Self attested copy of valid labour license.

1. **Estimated cost of the work is Rs.8,87,36,320/- (Rupees eight crores, eighty seven lacs thirty six thousand three hundred twenty only) for two years** and is based on relevant minimum wages of Govt. of NCT Delhi for workers alongwith ESI, EPF, Bonus etc., minimum service charges @ 3.85% above applicable minimum wages, GST @ 18%, market rates for consumables and other listed work requirements as prescribed.

2. **Time for carrying out the work will be 24 Months** and the date of commencement shall be reckoned from the tenth day of issue of award letter. Quoted item rate shall remain valid throughout the contract period. However, the contract may be extendable for one more year on mutually agreed upon terms and conditions, if the service rendered were found to be satisfactory.

3. The tenderer must have **annual financial turnover** during the last 3 years ending 31st March of the previous financial year not less than **Rs. 15,00,00,000/- (inclusive of GST)** which shall be duly certified by a Chartered Accountant.

4. The wages shall be paid as per the **Minimum Wages** declared by govt./state govt. notification from time to time. All the statutory charges like EPF, ESIC, Bonus, GST, etc. will be paid compulsorily as per the respective rates prescribed by the Competent Authority from time to time. **The bidders have to give only Service Charge minimum @3.85 and the Financial Assessment shall be made on the basis of rate of Service Charge only.** Service charges quoted will be applicable on basic wages only, exclusive of all taxes etc.

5. The services charges must includes all charges towards compliance of all relevant contract clauses, necessary execution of listed works, T&P arrangements, etc. as nothing extra would be paid separately for the listed work under NIT.

6. In case of more than L1 bidder it is left by prevailing GeM rules at that time.

7. Bids without required documents or not meeting the eligibility criteria will be treated as ineligible bids and their price bid will not be taken into consideration.

8. Canvassing in any form is prohibited and the tender submitted by the Agency/Contractor, who resorts to canvassing may be liable for rejection.

SPECIAL CONDITIONS OF CONTRACT (SCC):

Note : Kindly upload documents mentioned at (i) to (ix) above as single scanned document.

- (iii) Self attested copies of registration with ESI, EPF, GST and PAN.
- (iv) An undertaking that the Agency/Contractor has been blacklisted by any Govt./Semi Govt Deptt./Autonomous Bodies/Organisations/CSIR or any of its Labs/Instt. as on the date of submission of the Bid.
- (v) Self attested copies of work/contract details.
- (vi) Satisfactory completion certificate issued by the concerned Organization/Department as per Sl. No. 5 of the 'Eligibility Criteria'
- (vii) Bidders who claim that they are exempted from paying Earnest Money Deposit must submit a copy of valid documents in this regard.
- (viii) Agency registered under MSME must submit copies of MSME certificate
- (ix) Duly filled in Annexures in prescribed format from Annexure 'A' to 'E' Annexure.

C. CLARIFICATION FOR TENDER DOCUMENT

- a) In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the AO, CSIR-NIScPR @ ao@niscp.res.in before submitting his bid and such clarification, along with all details will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the CSIR-NIScPR shall be carried out in writing. The bid validity will be 90 days from the opening the tender.
- b) Except for any such written clarification issued by the Administrative Officer, CSIR-NIScPR which is expressly stated to be an addendum to the tender document issued by the CSIR-NIScPR, no written or oral communication, presentation or explanation by any other employee of the CSIR-NIScPR shall be taken to bind or fetter the CSIR-NIScPR under the contract.

GENERAL CONDITION OF CONTRACT (GCC)

1. "Annual Contract for providing Contractual Manpower Services to CSIR-NIScPR" at New Delhi, under which the bidder shall engage physically and mentally fit personnel and shall use its best endeavors to provide outsource manpower as details above. It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract. The actual number of the manpower can be increase or decrease depending on the actual requirement.

2. The contractor shall at their own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to NIScPR/CSIR and shall comply with the statutory provisions of relevant 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; The Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non compliance of the aforesaid statutory provision. 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, the 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, demands, loss or injury from the contractor's monthly payments.

3. Wages rate of skilled, & unskilled workers will be payable as per Minimum Wages prescribed by the union govt / state govt in Delhi and / or required under the labour act, revised from time to time whichever is higher. **The Bidder must quote only his Service Charge on line in figure which will be read as percentage (%)**. All statutory liabilities/taxes & EPF, ESIC, Bonus and GST etc. will be reimbursed by CSIR-NIScPR on production of documentary proof as per existing amended rules.

D. QUALIFICATION OF THE BIDDERS

1. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
2. A consistent history of litigation or arbitration awards against the applicant may result in disqualification.
3. The bidder shall submit full details of his ownership and control and shall submit the certificate of incorporation along with its Memorandum of Association, if it is a Company or Society etc.

Bid Security (EMD) shall be forfeited if the bidder withdraws his bid during the period of validity of the tender or if the successful bidder refuses or neglects to execute the Contract or fails to provide the required number of Outsourcing Manpower services personnel or fails to furnish the required Performance Guarantee within the time frame specified by the CSIR-NIScPR.

Bid Security (Earnest Money Deposit) of the successful bidder shall be returned after submission of Performance Guarantee (10% of work award) issued by a scheduled bank.

Bid securities/ EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

The contractor shall deposit Performance Security @ 10% of the awarded cost through DD/Fixed Deposit/Online transfer of money/Bank Guarantee/FDR in favour of Director, CSIR-NIScPR, New Delhi. The Performance Security should remain valid for a period of ninety days beyond the final bid validity period.

F. BID SECURITY:

3. Conditional bids/offers shall be summarily rejected.

2. The contractor undertakes not to charge any money/fees/deductions in whatever manner, name or form, or take any monetary/no-monetary considerations, or makes any unlawful deductions from the compensation / salary of the manpower/ employees / resources engaged by it and, to be deployed at CSIR-NIScPR sites. The contractor further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the contract, in which case the employer shall have a right to take appropriate independent actions including termination of the contract shall be taken.

1. The Bidder has to quote service charges (minimum 3.85% including Contractor's profit) to be computed on total minimum wages (including EPF, ESIC, & Bonus but excluding taxes etc.) of deployed manpower and considering all other necessary works obligations as prescribed in NIT and scope of work, on line only as mentioned in price bid.

E. PREPARATION OF BIDS

6. The Agency shall produce a solvency certificate of value of Rs. 20,00,000/- (Rupees twenty lacs only) from a Nationalized/Schedule Bank.

5. Canvass or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. Each Bidder (each member in the case of partnership firm or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the price bid will not include any such amount. If the CSIR subsequently finds to the contrary, the Director, CSIR-NIScPR reserves the right to declare the Bidder as non-compliant and declare rejection of bid and treat the contract if already awarded to the Bidder to be null and void.

G. Earnest Money deposit:-

- (i) Earnest Money deposit Rs. 17,74,726/- (Rs. Seventeen lacs seventy four lacs seven hundred twenty six Only) are to be deposited through RTGS/NEFT in favour of Director, NIScPR. However, firms seeking relaxation in EMD needs to submit the proof of their enlistment in the required category falling which Tender will be considered without EMD and will be rejected straightaway without any further communication
- (iii) Director, NIScPR reserves the right to reject any or all the tender in part or full without assigning any reason

H. ACCEPTANCE OF BIDS:

1. Director, CSIR-NIScPR reserves the right to accept any tender and to reject any or all the tenders and not bound to accept the lowest or any tender at any time by notice in writing to the bidders terminate the tendering process. Tender without EMD or EMD Exemption Certificate will be rejected without any further notice

2. Tender will be rejected if it is found that the contractor is black listed on previous occasions by any of the Govt. Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc. and have history of Arbitration/Court proceedings in past.

3. Tender / financial bids of the bidders will be rejected if it is found that the bidder has quoted the unreasonable and lesser service charges as per minimum prescribed limits to become L1.

4. Submission and sign of the Integrity pact in the prescribed format (Annexure-A) is MANDATORY. Bids received without Integrity pact duly signed by the authorized signatory of bidder along with official seal shall be rejected forthwith

I. AWARD OF CONTRACT:

1. The job contract shall be awarded to the bidder who will quote lowest of service charge and whose tender has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.

2. In case the L1 is an outstation firm, the firm has to arrange a local office at Delhi/NCR region for ease of correspondence, proper supervision and to attends the meetings at regular intervals during the contract period at his own cost.

3. The successful bidder will be required to execute an agreement in the form appended hereto within a period of 10 days from the date of issuance of Award Letter. For effective communication and ease of attending the work supervision, the successful bidder must have an office at Delhi/NCR region.

4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of Award Letter for an appropriate amount in the form of Bank Guarantee/FDR from a bank in favour of Director, NIScPR, New Delhi. The Performance Guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Guarantee shall also be extended by the contractor accordingly.

GENERAL TERMS AND CONDITIONS

1. The Contractor will maintain a duty/attendance register and shall record daily deployment of personnel at the designated duty point. This will be countersigned by the Officer/authorized official of the CSIR-NIScPR. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
2. Adequate supervision shall be provided by the contractor to ensure correct performance of the deployed workers in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the personnel of the Contractor deployed, the supervisory staff will supervise in their areas of responsibility.
3. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the CSIR-NIScPR.
4. Contractor and its services personnel shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the CSIR-NIScPR and shall not knowingly lend to any person or company any of the effects of the CSIR-NIScPR under its control.
5. The services personnel shall not accept any gratitude or reward in any shape.
6. The contractor shall have to ensure correct and satisfactory performance of his liabilities and responsibilities at his own cost under the contract. If it is observed at any stage that the quality of the work is not satisfactory, the contract/work order may be terminated wholly and the security deposited forfeited. The contractor will have no claims whatsoever on the CSIR-NIScPR.
7. Under the terms of their engagement agreement with the Contractor, the services personnel shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
8. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff of CSIR-NIScPR and visitors and should project an image of utmost discipline. The CSIR-NIScPR shall have right to have any person removed in case of staff visitors complaints or as decided by representative of the CSIR-NIScPR if the person will not perform job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
9. The duty shall be for eight hours (or as per rules). The services of employees of contractor should be made available in NIScPR on six day of week basis. The personnel of contractor should observe all national and few gazetted holidays in a calendar year as per the direction of designated 'officer-in-charge' appointed by CSIR-NIScPR for work supervision.
10. The payment to the contractor would be made on monthly basis based on the actual attendance of staff personnel engaged by the contractor and based on the documentary proof jointly signed by Agency representative and officer personnel authorized by CSIR-NIScPR. No other claim on whatever account shall be entertained by this Institute. In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its workers as per statutory labour laws and there should be no linkage between this payment and settlement of the contractor's bill from NIScPR.
11. Any damage or loss caused by contractor's persons to CSIR-NIScPR in whatever form shall be recovered from the contractor.

12. The CSIR-NIScPR will allow familiarization of the workers arrangements required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

13. In case any of contractor's personnel deployed under the contract is/are absent, a penalty equal to double the wages of number of workers absent on that particular day shall be levied by the CSIR-NIScPR and the same shall be deducted from the contractor's bills. In case, if the personnel deployed by the contractor under the contract fails to report for duty in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in agreement shall be levied.

14. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The contractor's personnel shall attend the court as and when required.

15. The contractor shall have Establishment/Setup/Mechanism etc. at his own cost to ensure effective and satisfactory performance of his liabilities and responsibilities under the contract.

16. The CSIR-NIScPR shall not be responsible for providing residential accommodation to any of the personnel engaged by the contractor.

17. The contractor shall disburse the wages to its deployed personnel's at CSIR-NIScPR upto 07th day of every month online / through ECS / through bank account of deployed personnel.

18. Only on-line bids (Technical and Financial) will be valid. Off-line bids shall be opened only in case where due to any technical snag, it is well established, beyond doubt that not even a single bidder is able to apply online. If on-line bid is made by even a single bidder, it will be considered that on line bid is functioning and in that case off-line bids will not be opened.

19. The contractor shall furnish necessary certificate or intimation proof to the police authority about police verification of character and antecedents of all the personnel to be engaged for the work at CSIR-NIScPR. He will also provide a complete list of the workers to be deployed in this office indicating their names, father's name, local address, with stamped photographs and permanent home address on company's letter head to the in-charge of NIScPR. Any changes in the list will be immediately informed subsequently with all the above details. The successful contractor should submit full details of the individual employee along with their individual Bank Account (preferably at nearby branch of the Bank), ESI and EPF Account No. or a proof therein (copies of the respective applications of the individuals may be attached) by 10th day of the implementation of the contract.

20. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made by these victims. The Contractor shall indemnify the CSIR-NIScPR from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The Contractor will fully indemnify CSIR-NIScPR against all claims in this regard.

21. The contractor and his staff shall follow the rules and regulations of the CSIR-NIScPR in force and instructions issued from time to time for **Eco campus** also. The CSIR-NIScPR will be free to take action against the contractor for violating the same.

22. The contractor shall be fully responsible for providing minimum wages, EPF, ESI, Bonus etc. as applicable under the rules in accordance with the terms and conditions of the agreement, to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.

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The Director, CSIR-NIScPR or any other officer so authorized by the her shall be at liberty to carry out any surprise check on the working of the persons so deployed by the contractor in order to ensure that the required number of persons is deployed and that they are doing their duties properly. In case, any persons so deployed by the contractor does not come up to the mark or performs his/her duties improperly or indulges in any unlawful act or disorderly conduct, the contract shall take suitable action against such employees. In case of any complaint/defect pointed out by the authorized officers of the CSIR-NIScPR, the contractor shall immediately replace the person so deployed.

K Surprise Check :-

- (v) The contractor shall remit the statutory remittances of EPF/ESI/GST every month as per rules extant exclusively for CSIR-NIScPR and shall not combine with the remittances of any other firm.
- (iv) In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its workers by 7th of every month and there be no linkage between this payment and settlement of the contractor's bill from the CSIR-NIScPR.
- (iii) Payment will be made by the institute to the contractor on monthly basis on submission of bills along with the certificate of satisfactory performance of work from the concerned officer of the CSIR-NIScPR. The payment towards EPF, ESI, Bonus, Service Charge and GST shall be claimed by the contractor on submission of sufficient proof of remittance.
- (ii) The contractor will submit the monthly bills for reimbursement in duplicate after satisfactory completion of the work and payment to the workers, to the office for certificate for pro rata reimbursement. The office on the receipt of the bill will check the work record and there after process the bill for payment.
- (i) The contractor will be responsible for making the payment directly to the Bank accounts of its workers by 7th of each month from his own sources, subsequently raise the bill for reimbursement, which will be verified on the basis of actual amount disbursed based on attendance.

J. PAYMENT CONDITIONS

26. The Firm shall have to provide the contract details of Nodal persons for being contacted on 24x7 basis.
25. Any other provisions as advised by the Director, CSIR-NIScPR may be incorporated in the agreement. The same shall also be binding on the contractor.
24. The Contractor shall not lease or sub-contract the whole or any part of the contract to anybody without the prior permission of the Director, CSIR-NIScPR.
23. The contract personnel should be well disciplined, polite with good behavior. In case of any complaint or any unusual behavior/illegal or political activities of the worker, he/she should be replaced within 24 hours after receipt of intimation from the Institute. The contract personnel shall undergo medical examinations at the expense of the contractor to ensure that they are free from any communicable diseases and medical examination certificate to be furnished as and when required by the institute at the cost of the contractor.

Detailed Scope of Work

Introduction

The NATIONAL INSTITUTE OF SCIENCE COMMUNICATION AND POLICY RESEARCH (NISCPR) is a constituent unit of Council of Scientific & Industrial Research (CSIR). The R & D programs being undertaken at NISCPR are geared towards meeting the information needs of the different segment of the society. Apart from bringing out a variety of scientific and technical publications, providing information services and training in science communication, NISCPR undertakes consultancy work in designing, editing and publication of journals, books, reports, etc. NISCPR has also an active program in electronic publishing and IT facilities are also being developed.

NISCPR campuses / sites of works:-

- (1) CSIR-NISCPR, Dr K S Krishnan Marg, New Delhi 110 012. (Pusa Campus)
- (2) CSIR-NISCPR, 14, Satsang Vihar Marg, New Delhi 110067 (SVM Campus)

Scope of work

The Contractor shall provide different categories of Manpower (i.e. Unskilled, Semi-skilled, Skilled and Graduate & above) to CSIR-NISCPR as per requirement from time to time. The number of labour required will vary from time to time depending on the requirement. At present, the number of various categories of workers are 127. Before submitting the tenders, the tenderer should inspect the site/location, nature of work, working condition and movement of the laborer etc. No claim whatsoever will be entertained for any alleged ignorance or otherwise under any circumstances after the award of the contract.

No claim whatsoever will be entertained for any alleged ignorance or otherwise under any circumstances after the award of the contract. A supervisor must be deputed by the successful contractor/bidder at his/her own cost to facilitate day to day requirement between contractor/bidder and CSIR-NISCPR, New Delhi.

OTHER TERMS & CONDITIONS OF AGREEMENT

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 shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing contractual workers, the contractor shall formulate the mechanism and duty assignment in consultation with Director of Lab./Inst. or his nominee. Subsequently, the contractor shall review the work arrangement from time to time and advise the Director of the Lab./Inst. for further streamlining the system. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Director of the Lab./Inst. or the officer designated by the Director in this respect from time to time.
3. That the Director, CSIR-NISCPR or any other person authorized by him shall be at liberty to

carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.

4. That in case of the persons so deployed by the contractor does not come up to the mark or does not perform his/her duties properly or indulges in any unlawful activities or riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Director, CSIR-NIScPR. Further, the contractor shall immediately replace the particular person so deployed on the demand of the designated in-charge of work by the Director, CSIR-NIScPR, in case of any of the aforesaid acts on the part of the said person.

5. The number of Graduate & above, Skilled, semi-skilled & Un-Skilled workers will be purely need based. Therefore, the number of contractual workers may increase or decrease as per requirement. Director, CSIR-NIScPR will be under no obligation to engage any specific number of contractual workers during the period of contract.

6. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made by these victims. The Contractor shall indemnify the CSIR-NIScPR from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The Contractor will fully indemnify CSIR-NIScPR against all claims in this regard.

CONTRACTOR'S OBLIGATIONS

1. That the contractor shall provide required Outsources manpower at CSIR-NIScPR New Delhi, as mentioned in tender document.

2. A verification report in respect of all the personnel of contractor from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo, thumb impression, proof of date of birth, Aadhar Card and qualification should be handed over to Office of AO of the CSIR-NIScPR. Any changes should be informed immediately.

3. That the performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.

4. That the persons so deployed shall be exclusively for duties in CSIR-NIScPR.

5. The contractor shall intimate the name(s) of near relatives posted anywhere in CSIR & its Sister Laboratories.

6. That the contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 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 Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statutes that may be applicable to them and shall further keep the CSIR indemnified from all acts of omission, fault breaches and/ or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/ or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these the CSIR shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on

account of such claims, demands, loss or injury from the contractor's monthly payments.

7. That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF in a separate sheet only those persons deployed at CSIR-NIScPR 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 shall be withheld till submission of required documents.

8. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 and amendments (if any time to time).

9. That the contractor shall be required to maintain permanent attendance register & muster roll at the CSIR-NIScPR premises which shall be open for inspection and checking by the authorized officers of CSIR-NIScPR.

10. That the contractor shall make the payment of wages, etc. to persons so deployed through ECS (on-line transfer) directly in their bank accounts and enclosed the duly verified proofs along with the claim by 7th of next month and shall on demand furnish copies of wage register/muster roll, etc.

11. The contractor shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct or acts of his employees so deployed. The contractor shall ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of CSIR-NIScPR. The service provider shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.

12. 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 provisions of Contractor Labour (Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or 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-NIScPR a sum as may be claimed by CSIR-NIScPR.

13. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hour / leave for which the work is taken from them, do not violate relevant provisions Govt. Act of shops and Establishment. 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.

14. The Contractor shall pay the wages through Bank accounts of workers employed by him by 7th of every month along with payment slip. In the event of local problems arising while discharging the functions of CSIR-NIScPR, the Contractor will deal with them appropriately and he will not bring CSIR-NIScPR on the scene for such matters. The Controller of Administration/Administrative Officer should be kept informed of any such occurrence and the solution found.

15. That it shall be the sole responsibility of the Contractor to ensure Manpower services and safety of all the property and assets moveable and immovable of the Lab./Instt. and if there is any loss to the Lab./Instt. on account of dishonesty, connivance and/or due to any cause the Contractor shall make good on demand the loss to the Lab./Instt. the contractor shall report promptly to the Lab./Instt. 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.

CSIR-NIScPR / CSIR'S OBLIGATIONS:

1. That in consideration of the service rendered by the contractor, he shall be paid minimum wages, EPF, ESI, Service charges, Bonus & GST as applicable each month. Payment shall be made by the 7th day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by Director, CSIR-NIScPR in this regard.

2. That payment of account of enhancement/escalation charges on account of revision in wages or statutory payments by the appropriate Govt. (Govt. of India) from time to time shall be payable by the CSIR-NIScPR to the contractor.

3. CSIR-NIScPR shall reimburse the amount of GST, if any, paid by the contractor to the authorities on account of the service rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.

4. 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.

INDEMNIFICATION

1. 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 primarily responsibility of the contractor to contest the same. In case CSIR is made party and is supposed to contest the case, CSIR will be reimbursed for the actual expenses incurred towards Counsel Fee 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.

2. That the contractor shall further keep the CSIR-NIScPR indemnified against any loss to the CSIR-NIScPR property and assets. The CSIR-NIScPR 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.

Workmen Safety and Insurance:

The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Entity's request, shall

provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. The Procuring Entity shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties/ for inspection or otherwise.

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 work may be got done from another agency at the risk and cost of the Contractor.

2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Director, CSIR-NIScPR, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.

3. The security money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the CSIR-NIScPR on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

Punitive Provisions.

Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/contractor/ Supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following: i) if his bids are under consideration in any procurement a) Forfeiture or encashment of bid security b) calling off of any pre-contract negotiations, and; c) rejection and exclusion of the bidder from the procurement process ii) if a contract has already been awarded a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity, b) Forfeiture or encashment of any other security or bond relating to the procurement; c) Recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate; iii) Provisions in addition to above: a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year; b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India; c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible

COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. and shall remain in force for a period of two years or till award of fresh manpower contract whichever is earlier. This agreement may be extended on the basis of satisfactory performance by the contractor, in case fresh tender for manpower contract is not finalized during three months period.
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-NIScPR on account of following
 - 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 the Director, CSIR-NIScPR.
 - c) The contractor being declared insolvent by Competent Court of Law.
 3. 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.
 4. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for CSIR-NIScPR.

ARBITRATION

1. In the event of any question/dispute/difference arising under this 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 rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceeding under this clause.
4. That the work order and the rates quoted by the firm shall form part of this agreement.
5. The Bid shall remain valid for acceptance for a period of 90 days from the last date of submission of tender.

OPENING AND EVALUATION OF TENDERS:

- (a) The Tender Opening Committee duly constituted by CSIR-NIScPR will open the Technical Bids online.
- (b) The bid of any bidder who has not complied with one or more of the conditions of the tender prescribed in the terms and conditions will be summarily rejected.
- (c) Conditional tender will also be summarily rejected.
- (d) Subsequently, the qualified & selected technical bids will be evaluated by the Committee constituted by CSIR-NIScPR.




ANNEXURE -A

Format of Integrity Pact

INTEGRITY PACT

Between
Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by CSIR-NISCP, New Delhi hereinafter referred to as "The Principal",
Andherein referred to as "The Bidder/ Contractor".

Preamble

The Principal intends to award, under laid down organizational procedures, contracts forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- (c) The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

Section 5 – Previous transgression

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 4 – Compensation for Damages

- (1) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex - "B".

Section 3 – Disqualification from tender process and exclusion from future Contracts

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - (c) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.
- others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (1) If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative of an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The 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 Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

- (4) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. 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.

- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to independent Directors on the CSIR.

- (8) If the Monitor has reported to the JS(A), CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

 (For & On behalf of the Principal)
 (Office Seal)

 (For & On behalf of Bidder/Contractor)
 (Office Seal)

Place.....
 Date.....

 Witness 1:(Name & Address):

 Witness 2::(Name & Address):





Terms and Conditions of IEM in CSIR and constituent Labs/Instts.:

1. The engagement will be as Independent External Monitor (IEM) on contract basis in Council of Scientific and Industrial Research and its constituent Labs./Instts. Spread across India.

2. The Major role of the IEM would be implementation of integrity pact in CSIR for entering into contracts for procurement of material and service contracts with a threshold value of 3 Crore and above (under revision) to prevent/reduce/eliminate corruption, bribes or any other unethical practices.

3. The IEM is to Monitor and review the tendering process from inception to the culmination of the contract and compliance to the Integrity pact therein.

4. The IEM would be required to review independently and objectively, whether and to what extent the parties (CSIR or its Lab/Contractor) comply with the obligations under the Integrity pact therein.

5. The IEM will not be subject to instructions by the representatives of the parties and will perform their functions neutrally and independently.

6. The Independent External Monitor will not have administrative or enforcement responsibilities. He will co-ordinate his efforts with the help of the Chief Vigilance Officer, CSIR and other anti-corruption institutions such as the Central Vigilance Commission, New Delhi. He may engage services of outside agencies such as accounting firms, law firms etc. with prior approval of Joint Secretary (Administration), CSIR for CSIR Hq. and Director for CSIR Labs. If required, in discharge of his responsibilities.

7. A contentious issue may be referred to the nominated IEM of the contract either by CSIR or its Lab or by a bidder/contractor or by CVO. If referred to by a party other than CSIR, then IEM will duly inform CSIR (Joint Secretary, Administration)/ Director of CSIR Lab prior to commencement of his/her investigation.

8. The Independent External Monitor will have access to all officers and all records of CSIR or its Laboratories relating to the matter connected with or incidental to the tender or contract of having a bearing with that. He/She will also have access to bidder's records and information regarding its dealing with CSIR.

9. IEM may hold meetings with the bidder or contract processing officers or joint meetings with both to resolve complaints.

10. If the Independent External Monitor observes or suspects an irregularity, he/she will inform Head of the Division. Once the Independent External Monitor is satisfied that an irregularity has taken place, he/she may inform Joint Secretary (Administration) at CSIR Head Quarter or Director of CSIR Lab.

11. The name and contact details of the Independent External Monitor (IEM) are as under:

Sl. No.	Name of IEM	Address	E-mail
1	SHRI PRABAKARAN PALANIAPPAN, IAS(Rtd.)	New No. 9, (Old No. 4/B/14), Venkateswara Nagar, 3 rd Street, Adyar, Chennai-600020 (TN)	pprabakaranias@gmail.com
2	DR. RAJAN S KATOCH, IAS (Rtd.)	A-81, Aikapur, Bhopal-4620020 (MP)	rkatoch@nic.in

CHECK LIST OF DOCUMENTS REQUIRED FOR QUALIFICATION FOR PROVIDING Annual Contract for providing Contractual Manpower Services to CSIR-NIScPR

S.No.	Documents to be attached	Page No.
1.	EMD details	
2.	Name, address of firm/Agency with Telephone/Mobile Numbers and e-mail to inform them regarding opening of price bid etc.	
3.	Self attested copies of satisfactory Work Completion Certificate for providing Outsources Manpower services in the last three years issued by the organization where the agency has provided/ providing services	
4.	Self attested copy of Turn Over of Rs. _____ duly signed by the Chartered Accounts for the last three years 2021-22, 2022-23 and 2023-24.	
5.	Self attested copy of valid registration certificate issued by the appropriate authority to carry out such business.	
6.	Self attested photocopy of valid Contract Labour Licence under Contract Labour (R&A) Act, 1970.	
7.	Self attested photocopy of GST, EPF, ESIC Registration Number and PAN.	
8.	Agency registered under MSME must submit copies of MSME certificate, if they want exemption of EMD.	
9.	Solvency Certificate of value of Rs. 20.00 lacs	
10.	Integrated Pact Annexure 'A'	
11.	Duly filled in Annexure in prescribed format from Annexure 'B' to 'G' Annexure	

Signature of the Bidder/Authorized Person
(Name and Address of the Bidder)

WORK EXPERIENCE

The bidder must attach self attested copies of requisite experience certificates online/offline i.e. Work award letter and successful completion certificate in respect of provided by them in Govt./Semi-Govt./Autonomous Bodies/PSU/CSIR/Govt. funded organizations, preferably in PDF format and details should also be filled in below format. (unnecessary/ un relevant certificates should be avoided)

Sl. No	Name & Address of the organization where the Annual Contract for providing Contractual Manpower Services to CSIR-NIScPR" services has provided (Name & Designation of issuing authority should clearly be mentioned)	Work Award letter number and date & Value of the work	Duration of the work.	No. of personnel deployed	Reason if award value & any, duration not mentioned in Award letter & Experience certificate.	Remarks if any.

(Signature of the Authorized Person)
Name
Seal

TENDER ACCEPTANCE LETTER
(To be given on company letter head)

Date:

To,

The Director
NIScPR,
Dr. K.S. Krishnan Marg,
New Delhi-110012

Sub: Acceptance of Terms & Conditions of Tender

Tender No.

Name of tender/Work: "Annual Contract for providing Contractual Manpower Services to CSIR-NIScPR"

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/work' from the GeM Portal/NIScPR website(s) as per advertisement given in the above website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents, which form, part of the contract agreement and I/We shall abide hereby the terms/conditions /clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality/entirely.

5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. Deptt./Public sector undertaking.

6. I/We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder, with official seal)




PARTICIPATION OF NEAR RELATIVES OF EMPLOYEES IN THE TENDER IN UNITS

(On Letter Head of the Bidder)

S/o

hereby certify that none of my relative(s) as details given below is/ are employed in CSIR-NIScPR/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-NIScPR/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 (including step mother), son (including step son) son's son, son's wife, son's daughter, son's daughter's son, daughter's daughter, daughter's daughter's husband, brother (including step brother) brother's wife, Sister (including Step sister), sister's husband.

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

The relevant details of bank account may be furnished for Electronic Clearance System (ECS). The beneficiary is requested to either provide the Photostat copy of cancelled cheque or to take attestation from concerned bank, as a documentary support.

BANK ACCOUNT DETAILS FOR RTGS / NEFT OF THE AGENCY

1. NAME AND ADDRESS OF THE AGENCY _____
2. NAME OF THE BANK _____
3. ACCOUNT NUMBER _____
4. BRANCH NAME _____
5. MICR No. _____
6. IFSC CODE _____

SIGNATURE OF THE CONTRACTOR



Agreement to be signed on award of Tender

(No. 111)/NISCPR/G/2023 dated)

This AGREEMENT MADE on this _____ day of Two thousand twenty four BETWEEN the Council of Scientific & Industrial Research, New Delhi, a Society registered under the Societies Registration Act and having its office at Anusandhan Bhawan, Rafi Marg, New Delhi (hereinafter referred to as CSIR of the ONE PART

AND

M/s _____ at _____ referred to as the contractor(s) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the _____ of the OTHER PART

WHEREAS the CSIR is desirous of giving a job contract for providing the "_____ services at NIScPR campuses at New Delhi" (name of the Labs/Instt) which is constituent unit of CSIR (hereinafter referred to as the Lab/Instt.) and whereas the contractor has offered to provide the _____ services at NIScPR campuses at New Delhi" at name of the lab on the terms and conditions hereinafter stated.

AND WHEREAS Contractor has represented that he is registered as Contractor under the provisions of the 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 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-NISCPR. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act/Provisions.

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

That the work order, terms & conditions as mentioned in NIT and the rates quoted by the firm shall from part of this agreement.

In witness whereof the parties hereto have signed these presents on the date, month and year first above written.

For on behalf of
Contractor

Witness :-

(1)

(2)

(1)

(2)

Counter signed by
Finance & Accounts Officer, NISCPR