



**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 Soochna Bhawan
14, Satsang Vihar Marg, New Delhi – 110067
25843130, 25842990 extn. 276 & 358**

(www.niscpr.res.in)

Name of work:- “Comprehensive Annual Maintenance work of Providing Housekeeping & Horticulture services at NIScPR campuses at New Delhi”





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

NOTICE INVITING E-TENDER

Name of Work: Comprehensive Annual Maintenance work of Providing Housekeeping & Horticulture services at NIScPR campuses at New Delhi.

Please read all tender documents before filing online tender.

e-Tenders is invited online under Two-Bid system from the registered services agencies, either by themselves or as a Co-operative Society having capacity to provide semi skilled and un skilled physically fit personnel to perform the Housekeeping & Horticulture duties at the different campuses of CSIR- National Institute of Science Communication And Policy Research (CSIR-NIScPR) on contract basis for two years. For complete tender details please visit CSIR- NIScPR website www.niscpr.res.in or Central Public Procurement (CPP) Portal <https://etenders.gov.in/e procure/app>

1.	Estimated cost of the work	Rs. 3,14,87,019/-
2	Duration	02 (two years)
3.	NIT publishing date	04.07.2024 at 3.00 P.M.
4.	Cost of the Tender Document	NIL
5.	Document downloading start date on	04.07.2024 at 3.30 P.M.
6.	Document downloading/Tender submission end date	22.07.2024 at 3.00 P.M.
7	Bid (Technical Bid) opening date	23.07.2024 at 3.30 P.M.
8	EMD	Rs.6.30 lacs 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. In accordance with Rule 170 of GFR, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME), are exempted from payment of Earnest Money Deposit (EMD)
9.	Performance Security (to be submitted by the successful bidder on acceptance	10% of contract value

(Administrative Officer)

CSIR-National Institute of Science Communication And Policy Research
(CSIR-NIScPR)

Dr. K S. Krishnan Marg, New Delhi-110012

NOTICE INVITING TENDER

Item rate tenders **in two cover (stage) system**, are hereby invited, online through e-tendering portal <http://etenders.gov.in>, for the work of **“Comprehensive Annual Maintenance work of Providing Housekeeping & Horticulture services at NIScPR campuses at New Delhi.”** from the contractors having worked with Indian national **“Govt. Organization, Semi - Govt. Organization, PSU’s, CSIR Laboratories, Autonomous Body, Municipal Corporation”** and have successfully carried out at least **one or two or three similar works of 80% or 60% or 40%** value of the estimated cost amounting to not less than **Rs. 2.52 crores/ Rs.1.89 crores/ Rs. 1.26 crores** respectively or above during **within last five years** ending last day of month previous to the one in which tenders are invited. **The tenderers are required to produce proof of fulfilling these conditions, satisfactory completion certificates along with copy of valid license under the contract labour Act (Regulation & Abolition) 1970, GST No., PAN No. & EPF and ESI no.**

1. **Estimated cost of the work is Rs. 3,14,87,019/- (Rupees three crores, fourteen lacs eighty seven thousand nineteen only) crores** and is based on relevant minimum wages of Govt. of NCT Delhi for workers alongwith ESI,EPF,Bonus etc., (the order related wages will also be applicable as and when issued by the Govt. of NCT of Delhi) 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 rates (for Material and percentage service charges) 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. **Earnest Money deposit:-**
 - (i) Earnest Money deposit Rs. 6.30 lacs (Rs. Six lacs thirty thousand 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 failing which Tender will be considered without EMD and will be rejected straightaway without any further communication
 - (ii) Director, NIScPR reserves the right to reject any or all the tender in part or full without assigning any reason

The entire bid document contains the following:

- A. Document related to technical eligibility criteria (cover-1)
- B. Financial Bid, complete tender documents (Cover-2)

Documents to be uploaded in support of eligibility:

Cover –I (TECHNICAL Eligibility)

Technical Details should be provided in the prescribed format i.e. Annexure “A, B” which should inter alia contain the following:

- a). **Receipt of deposit of ‘EMD’**. Firms seeking relaxation in EMD needs to submit the proof of their enlistment from the appropriate authority (MSME / as per central govt. orders) from time to time in the required category failing which tender will be considered without EMD and will be rejected straightaway without any further communication
- b). **Experience certificates of similar works completed as per NIT**, the completion certificate should contain all necessary information including date of start, completion amount and scope of work etc. “Similar work” means execution of housekeeping along with horticulture works. The work “**completion certificate**” should mention the details of work executed, date of commencement and date of successfully completion of the work.
- c). The tenderer must have **average annual financial turnover** during the last 3 years ending 31st March of the previous financial year not less than **Rs. 1.50 crores /- (inclusive of GST)** which shall be duly certified by a Chartered Accountant. The firm must have minimum **80 plus workforce** as on date.
- d). Copy of GST and PAN registration number of the firm.
- e). An affidavit duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black listed or changed the name of the firm. The persons deployed for work should not be involved in any police case or any case should be pending against them.
- f). An affidavit duly certified by a Notary that there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that has never been punished by any Hon’ble Court.
- g). Names/address of two persons who can vouch for the credentials of the contractor and stand surety.
- h). The tenderer shall submit the information regarding his firm in the format enclosed as Annexure ‘A’ & ‘B’ as part of Technical bid along with terms & conditions (duly signed) for the subject work.
- i) The copy of E.P.F. /E.S.I.C Registration number as per the rules to contribute to E.P.F./E.S.I.C. and copy of Labour Licence issued under CL(R&A) Act,1970 issued by Labour Department, Ministry of Labour, Govt. of India;
- j) Affidavit / undertaking as per Annexure ‘C’.
- k) All copies of documents submitted by the tenderer should be attested by a Gazetted Officer or a Notary, otherwise the bids are liable for disqualification. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which, the bids are liable for disqualification.

Cover – II (PRICE-BID)

Price bid should be uploaded in the BOQ format enclosed with tender at **PRICE-BID Part II** separately.

NOTE: Agencies/ bidders have to quote their rates/charges as per the financial bids, for the following:

- (1) Service Charges to be quoted in figures which will be read as percentage (%) charges as per item 1 of SOQ.**
- (2) Providing & supplying quality material throughout the contract period inclusive of all taxes and transportations etc.,**

Bidders may kindly note:-

- (i) 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.*
- (ii) 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.*
- (iii) In a situation of having more than one L-1 bidder, the agency having requisite experience of successfully completion of more value of work shall be preferred. Director, NIScPR reserves the right to reject any or all the tender in part or full without assigning any reason.*

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

(Administrative Officer)

GENERAL INSTRUCTIONS TO THE BIDDERS:

1. Comprehensive Annual Maintenance work of Providing Housekeeping & Horticulture services at NIScPR campuses at New Delhi, under which the bidder shall engage physically and mentally fit personnel and shall use its best endeavor's to provide approximate **41 manpower** skilled, and unskilled workers for Housekeeping & horticulture work. 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.

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.

2. 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.

3. ELIGIBILITY OF THE BIDDERS

- 3.1 The bidder/agency should be in the contract of Housekeeping and Horticulture (both) services for at least 5 (five) years consecutively and should have registration under Company's Act.
- 3.2 The bidder/agency should submit up-to-date Income Tax Clearance Certificate.
- 3.3 The bidder/agency should have minimum 80 manpower on its payrolls as on date and must have annual turnover of Rs. 1.50 crores during last five years.
- 3.4 The bidder/agency has to produce satisfactory work completion certificate from organizations where the bidder/agency has provided Housekeeping & Horticulture services during the last five years.
- 3.5 Bid of all those firms whose past performance in last 03 years in this institute has remained unsatisfactory shall not be considered and shall be liable to be rejected outrightly.
- 3.6 Tender without EMD will be rejected without any further notice if the agency fails to submit the specific documentary evidence in support of relaxation so granted by the government authority.
- 3.7 **Integrity Pact** – submission and sign of the Integrity pact in the prescribed format (Annexure- D) is MANDATORY. Bids received without Integrity pact duly signed by the authorized signatory of bidder along with official seal shall be rejected forthwith. *Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.* The names and e-mails of the IEM are (1)SHRI PRABAKARAN PALANIAPPAN, IAS(Rtd.) Email:pprabakranias@gmail.com and (2) DR. RAJAN S KATOCH, IAS (Rtd.) Email:rkatoch@nic.in

4. QUALIFICATION OF THE BIDDERS

- 4.1 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.

- 4.2 A consistent history of litigation or arbitration awards against the applicant may result in disqualification.
- 4.3 The bidder shall submit full details of his ownership and control and shall submit the certificate of incorporation along with its Memorandum of Articles of Association, if it is a Company or Society etc.
- 4.4 Each Bidder (each member in the case of partnership firm/consortium) 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.
- 4.5 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.
- 4.6 The Agency shall produce a solvency certificate of value of Rs. 20,00,000/- (Rupees twenty lacs only) from a Nationalized/Schedule Bank.
- 4.7 **ONE BID FOR BIDDER:-** Each bidder shall submit only one tender either by himself as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. VISIT TO CSIR-NIScPR

- 5.1 The successful bidder is required to undertake the work at the three campuses of CSIR-NIScPR at new delhi and is therefore advised to visit and acquaint himself/them with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the CSIR-NIScPR campuses and is aware of the operational conditions prior to the submission of the tender documents. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

6. CLARIFICATION FOR TENDER DOCUMENT

- 6.1 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@niscpr.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.
- 6.2 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.

7. PREPARATION OF BIDS

- 7.1 The Bidder has to quote (i) material rates and (ii) 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.

- 7.2 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.

- 7.3 Conditional bids/offers shall be summarily rejected.

8. **BID SECURITY:**

- 8.1 The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.6.30 lacs through DD/Fixed Deposit/Online transfer of money in favour of Director, CSIR-NIScPR, New Delhi. The Bid Security should remain valid for a period of ninety days beyond the final bid validity period.
- 8.2 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.
- 8.3 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.
- 8.4 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 Housekeeping services personnel or fails to furnish the required Performance Guarantee within the time frame specified by the CSIR-NIScPR.

09. **ACCEPTANCE OF BIDS:**

- 9.1. 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**
- 9.2. 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.
- 9.3 Tender / financial bids of the bidders will be rejected if it is found that the bidder has quoted the unreasonable / unrealistic material rates and lesser service charges as per minimum prescribed limits to become L1.
- 9.4 Submission and sign of the Integrity pact in the prescribed format (Annexure- D) is MANDATORY. Bids received without Integrity pact duly signed by the authorized signatory of bidder along with official seal shall be rejected forthwith

10. **AWARD OF CONTRACT:**

- 10.1. The job contract shall be awarded to the bidder who will quote lowest of service charge and lowest amount of providing and supply of material 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.

- 10.2 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 attend the meetings at regular intervals during the contract period at his own cost.
- 10.3. 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.
- 10.4. 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 register and shall record daily deployment of Housekeeping & Horticulture services 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 by the contractor shall be in proper dress neat and clean bearing proper name badges, failing which invites a penalty of Rs.100/- in each occasions and habitual offenders should be removed from the Housekeeping services duty of CSIR-NIScPR. The penalty on this account shall be deducted from the Contractor's bills. Two sets of uniform + Identity card + 1 pair of safety shoes along with Additional Full Sleeves Woollen Jersey for winters will be given to all the workers within 15 days of award of work on annual basis. The choice of color of the uniform will be decided in consultation with NIScPR.
9. All necessary materials as per listed items and **Tools and plants for housekeeping** works such as, floor polishing machines, vaccum cleaner, jet water spray machine, safety ladders for cleaning of outer window glasses along with safety equipments and **Tools and plants for horticulture works** such as spades, gainti, daw, spray pump, garden sprinkler buckets type, rakes, khasia, khurpis, hedge shears, scissor, cutters, hatchets, garden saw, hand carts (Rahadi), ladders, electrical wires and diesel / petrol /engine oil for lawn movers etc. required during the day to day operation of horticulture work shall have to be arranged by the contractor etc., Contractor may use departmental lawn movers, big electric cutters for maintenance purpose. However he has to ensure their proper working during the contract period and shall hand over the same in proper working condition after the expiry of the contract. Necessary maintenance charges for upkeep of lawn movers, blade replacement for big electric cutters etc., for horticulture works shall be borne by the contractor at his own cost during the contract period.

10. The material provided by contractor and be kept in the storage space provided for the purpose. Only water and electricity required for the work shall be provided free of cost from the CSIR-NIScPR campuses. Necessary materials (consumables) required for the work will be provided by Agency on monthly basis or as per requirement without any delay as per contract rates throughout the contract period. Proper record for material consumption shall be maintained by the respective supervisor's at site which shall be produce by his representative at site as and when required by NIScPR. Without production of proper records the materials as supplied the material bill will not be processed for payment.
11. 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.
12. The duty shall be for eight hours (or as per rules). The normal working hours for housekeeping staff shall be 7.30 AM to 4.30 PM with 12.30 noon to 1.00 PM lunch break.and for horticulture staff shall be 8.30 AM to 5.00 PM with 1.00 noon to 1.30 PM lunch break .The supervisor shall be available from 9.00 AM to 5.30 PM with 1.30 noon to 2.00 PM lunch break However, in special cases the lunch hours can be changed and the timings of the shifts can be changeable and shall be fixed by CSIR-NIScPR from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. The cleaning work should start in such a way that the contractor should ensure that cleaning work is completed by 8.30 a.m. 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 gazatted holidays in a calendar year as per the direction of designated 'officer-in-charge' appointed by CSIR-NIScPR for work supervision.
13. 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.
14. Any damage or loss caused by contractor's persons to CSIR-NIScPR in whatever form shall be recovered from the contractor.
15. 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.
16. 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.
17. 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.

18. 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.
19. The CSIR-NIScPR shall not be responsible for providing residential accommodation to any of the personnel engaged by the contractor.
20. The contractor shall disburse the wages to its deployed personnel's at CSIR-NIScPR every month online / through ECS / through bank account of deployed personnel.
21. 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.
22. 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.
23. 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.
24. The contractor shall identify the material stocks and will be maintained on monthly basis and material delivery challans will be submitted to the Supervisor/ Officer-in-Charge. Only specified items as listed and other branded commodity items will be supplied and used. Any changes need to be approved by the officer-in-charge.
25. 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.
26. The supervisors engaged by the contractor should be experienced and should have minimum literacy level as prescribed and shall be responsible for maintaining various records and reports. The other workers engaged by the contractor under the unskilled category should have preferably minimum literacy level i.e. a pass in standard V to the extent possible. All staff personnel should be below the age of 55 years.
27. The contractor shall be fully responsible for providing minimum wages, EPF, ESI, Bonus etc. 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.
28. 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.

29. The contract personnel should wear prescribed uniform during duty time, which shall be arranged by the Contractor at his own cost. The persons deployed during the period of contract should be most reliable, trust worthy, alert and efficient.
30. 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.
31. The contractor shall be responsible for making overall Housekeeping & Horticulture services arrangements at the specified campuses of CSIR-NIScPR located at New Delhi.
32. The contractor will ensure that the instructions issued related to Housekeeping & Horticulture services arrangement by CSIR-NIScPR are strictly followed and there should be no lapse of any kind.
33. 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.
34. **PAYMENT CONDITIONS**
 - (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.
 - (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.
 - (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 form 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.
 - (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.
 - (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.

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)
- (3) CSIR-NIScPR Guest House Maharani Bagh, New Delhi- 110065.

Detailed scope of work shall be prescribed in details for

- (A) HOUSEKEEPING WORKS for campuses 1,2 and 3 as above
- (B) HORTICULTURE WORKS for campuses at 1 and 2 above

A) HOUSEKEEPING WORKS

The Cleaning work is one unit/contract including garbage disposal of all the offices/units located along with NIScPR at Pusa and NIScPR at SV Marg premises.

Manpower deployment:

Present requirement for deployment of cleaning persons including Garbage disposal manpower for all three campuses are shown in table below:

Location	HOUSEKEEPING persons		
	Supervisor skilled (Matriculate and above)	Male Safaiwala and Garbage Disposal Persons Unskilled	Female Safaiwali Unskilled
Dr. K.S. Krishnan Marg, Pusa Campus	01	13	03
NIScPR Guest House Maharni Bagh		02	00
S.V. Marg Campus	01	10	02
Total	02	25	05

Note: Contractor has to use his own three/four wheeler vehicle for the disposal of b m cv vm garbage to (MCD) Khatta) daily from the garbage pits from both the campuses/locations. Contractor should find out and negotiate

regarding the place of disposal (MCD) Khatta) also on his own. Any expenditure, if required has to be met by the contractor.

Detailed Scope of the Work

To clean the office premises by 08.30 a.m. daily positively. For maintaining neat clean and hygienic office environment, collect the garbage and its environment friendly disposal, clearing of internal sewer lines. Whenever additional manpower is required, the contractor will have to arrange it on the minimum wage rates, statutory charges, etc. quoted by the contractor. It is proposed to award as one contract on job contract basis for services of cleaning work including Garbage disposal of both Campuses of NISCPR. The specifications of the work involved are: Requirement of cleaning work (including Garbage disposal) persons on job contract basis:

The cleaning work should start in such a way that the contractor should ensure that cleaning work is completed by 8.30 a.m. It might necessitate cleaning work during late hours for which the FIRST PARTY will have to make its own arrangement.

- a) All the waste/garbage shall be collected and dumped off at the pit situated within the campus, by using his own riksha(s) at both the locations. Contractor has to use his own three/four wheeler vehicle for the disposal of garbage to (MCD) Khatta) daily from the garbage pits from both the campuses/locations Contractor should find out and negotiate regarding the place of disposal (MCD) Khatta) also on his own. Any expenditure, if required has to be met by the contractor.
- b) All the material required for the work shall be provided by Contractor on monthly basis. At the time of submission of tender contractor should quote their rates (inclusive of taxes , cost of transportation etc..) for the required material under the financial bid and will supplied the required material throughout the contract period as per the prescribed rates. The contractor shall verify the requirement well in advance by concerned in-charge on monthly basis. The maximum limit of material supplied by the contractor is Rs. 30,000/- for pusa campus, Rs. 20,000/- for SV Marg campus & Rs. 10,000/- for Maharani Bagh Guest House.
- c) Workmen deployed for safai/upkeep should have good knowledge and experience in cleaning. programme for polishing of floors with floor grinding and/or polishing (to be provided to contractor by NISCPR), cleaning of fittings and fixtures, removing of cobwebs, vacuum cleaning of sofa /chairs / blinds and other surfaces, water jet spray cleaning of open tiles, pavers, roads surfaces etc., shall be furnished by the contractor well in advance and approval obtained from the officer in charge.
- d) The Safai/upkeep work has to be done with utmost care, diligently and the contractor shall supervise, inspect and issue instructions to its workers for the proper and efficient discharge of the work.
- e) The Safai personal/upkeep workers shall work from Monday to Saturday and be given weekly off on Sunday.
- f) NISCPR will arrange to verify the attendance record of the Safai/upkeep personnel as maintained by the contractor, daily or at regular intervals as convenient and certify to the correctness of the attendance to avoid any discrepancy in the monthly bills prepared.
- g) If NISCPR considers that, the replacement of a particular person is essential this will be done by the contractor immediately on receipt of specific instructions of NISCPR.
- h) That during the tenancy of this contract, the contractor will provide. free of any charge, written or verbal advice on improving Safai/Upkeep in the campus of NISCPR from time to time and NISCPR shall consider such advice for implementation or otherwise.

- i) Disposal of the garbage, including pruned tree branches is to be made every day from the garbage pit situated within the campus at both locations.
- j) That the contractor would provide efficient, experienced, honest workmen to complete the Safai/upkeep work within the specified time. The Safai/upkeep work shall include cleaning of floors, Corridors, staircases, Door, windows, panel/glazed aluminium portions, toilets, removal of cobwebs, sweeping road/open area. removal of garbage and dumping the same at dumping site situated in the NIScPR Campus as per details given below:
- k) Sweeping of floors using soft brooms, twice daily (morning & post lunch) and swabbing with swabbers drenched with cleaning powder/fluid, cleanzo etc. twice or more as required.
- l) Cleaning and dusting doors, partitions, doorframes, windows, ventilators etc. once in a week or more as required.
- m) Cleaning & washing of floors, urinal portion walls of toilets and mopping the surfaces with mops twice daily or as required.
- n) Putting of naphthalene balls and air freshener cakes in urinals/commodes of toilets twice a week or more as required.
- o) All the exposed porcelain surfaces shall be kept sparkling clean. No dirty stains/spots must be seen on the walls or floors.
- p) Machine Polishing/ Broofing of floors for the required areas shall be done once in every three month at their own cost.
- q) Removal of cobwebs using cobweb brush inside and outside the building once in every month or more as required.
- r) Sweeping of road area/open area once daily early in the morning. water jet spray cleaning of open tiles,pavers, road surfaces on required intervals as directed.
- s) Housekeeping of building includes the cleaning of terraces and open verandas etc. on required intervals as directed.
- t) Vacuum cleaning of sofa /chairs / blinds and other surfaces.
- u) Cleaning the sewer lines once every month so that it is ensured that the same is not choked. If it happened, the contractor has to clear the sewer line by the proper technician at his own cost.
- v) All cleaning materials as per listed items and Tools and plants such as ladders, floor polishing machines, safety ladders for cleaning of outer window glasses along with safety equipments etc., shall be provided by contractor and be kept in the storage space provided for the purpose. Contractor will give the rate of the material with the tender document.
- w) Methods of cleaning & disposal of different type of wastes should be ascertained from the In-charge concerned and the instructions issued by him shall have to be strictly adhered to.

Register/Check list of cleaning/upkeep schedule verified by the supervisor of agency will be submitted to NISCPR's Cleaning Incharge or designated official. This register can be checked by NISCPR's designated official at any time on weekly basis. This will form the basis of payment.

CLEANING / UPKEEP ACTIVITY SCHEDULE

Date: _____

Sr.No.	Activity	Frequency (minimum or as and when required)	7 am to 8.30 am Y/N	1.30 am to 2.30 pm Y/N	Supervisor's initials
A	Offices Rooms				
(i)	Clearing of dustbins	Once daily			
(ii)	Dusting of office equipments	Once daily			
(iii)	Sweeping of floor (with soft broom)	Once daily			
(iv)	Wet Mopping of floor with phenyl	Once daily			
B	Office Corridors				
(i)	Clearing of dustbins	Once daily			
(ii)	Dusting of equipments	Once daily			
(iii)	Sweeping of floor (with soft broom)	Twice daily			
(iv)	Wet Mopping of floor with phenyl	Once daily			
C	Wash rooms and sinks				
(i)	Clearing of dustbins	Once daily			
(ii)	Cleaning of sanitary installations	Once daily			
(iii)	Filling of liquid soap in dispensers	Once daily			
(iv)	Wet Mopping of floor with phenyl	Twice daily			
(v)	Placing naphthalene balls / air freshener in washrooms	Once weekly			
(vi)	Placing urinal matt freshener in gents washrooms	Once fortnightly			
D	Lawns, roads and open area				
(i)	Sweeping of Road, lawns open area	Once daily			
(ii)	Disposal of waste/garbage to pit	Once daily			
(iii)	Removal of garbage from pit to respective MCD pit	Once daily			
E	Other important works of weekly/ fortnightly /monthly frequency				
(i)	Cleaning & dusting of doors/door frames /windows /railings / partition/ Panel /glazed aluminum, etc	Once weekly			
(ii)	Cleaning and clearing of porcelain surface / stains on wall and floors of corridors and washroom	Once weekly			
(iii)	Removal of Cobwebs	Once fortnightly			
(iv)	Upkeep of building /cleaning of terraces etc.	Once monthly			

F	Other important works of Quarterly (3 months) frequency				
(i)	Cleaning of closed drains by suitably removing the drain covers and placing them again	Once Quarterly			
(ii)	Polishing of floors with floor polishing machine	Once Quarterly			
(iii)	Vacuum cleaning of sofa / chairs and window blinds	Once Quarterly			
(iv)	Jet spray cleaning of chequered tiles, pavers at roads surface	Once Quarterly			
(v)	Cleaning of sewer lines	Once Quarterly			
G	Miscellaneous work (like Shifting of furniture/Materials etc.)	As and when required			

B) Horticulture Works

Campuses Introduction:-

The NIScPR Pusa campus has seven developed lawns, which are spread over, in an area of about 10,000 Sq.m. with about 550 trees and shrubs. This campus is also having a nursery in which about 1500 potted plants are maintained.

The Satsang Vihar Marg is also having three developed lawns, which are spread over in an area of about 5500 Sq.m. with about 300 trees and shrubs. This campus is also having a nursery in which about 600 potted plants are maintained.

Detailed Scope of the Work:-

The contractor shall provide the following horticultural services for maintenance of lawns, hedges, trees, shrubs, nursery, potted plants, etc at both the campuses of NIScPR.

- i) **Manpower Required:** The contractor shall provide and arrange adequate manpower as under for routine execution of maintenance works:

S.N	Manpower required	PUSA Campus	SVM Campus	Experience
1	Supervisor	01 (ONE)		Must be graduate (Horticulture / Agriculture) and having at least two years of experience of performing horticulture & maintenance works including maintaining necessary records, and execution of development works.
2	Mallis (unskilled)	Five 05	Three 03	Persons must have at least two years of experience of performing horticulture & maintenance works including having experience of operating lawn movers.

- ii) Maintenance of about 15,500 Sq m Lawn area:- The maintenance of lawns include, weeding, trimming and pruning of grass by mowing of grass cutting machines, top dressing, checking of grass, using of manure, fertilizers, spraying of insecticides, pesticides, fungicides, weedicides and watering etc. throughout the contract period and other works related to horticulture as per needs from time to time.
- iii) Maintenance of Nursery:- The maintenance of nursery and potted plants by doing all horticultural operations like weeding, hoeing, watering, mixing of manure and fertilizer including application of plant tool, spraying of insecticides, pesticides, fungicides, etc and preparation of seedlings by sowing of seeds, bulbs, rhizomes, cuttings, grafting, layering, gootying, etc and plantation of seedlings in pots and shifting of potted plants as and when required during meetings, seminars, visits of VIPs etc. or as per directions of the Director, NIScPR, or his nominee.
- iv) Maintenance of trees, shrubs and creepers:- The maintenance of trees, shrubs and creepers, by their manuring, watering, hoeing, pruning and trimming, replacement of old dead by new ones and to ensure enough supply of air and water. Circular kiaries around the tree trunk are to be prepared.
- v) Designing, preparation and maintenances of flower beds:- Flower beds of seasonal annual flowering plants at different locations in the lawns of the campus are to be maintained. In between these flower beds (Kiaries) perennials or shrubs are to be sown or planted and maintained.
- vi) Maintenance of edges & hedges:- The maintenance of edges & hedges, includes their watering, hoeing of channels, pruning and trimming and replacing old and dead plants by planting the new saplings.
- vii) Arranging of flower vase:- The contractor has to procure from outside and has to make arrangement for the flowers (preferably twice a week or as per requirement) for the flower vases kept at reception, Director's room, Director's Office, committee room (s) and other rooms of HoD's at both the locations as per direction by Horticulture in-charge (officer designated by Director CSIR-NIScPR).
- viii) The supervisor engaged by the contractor must be experienced and should have minimum literacy level as specified above. The supervisor must be trained enough for getting the proper execution of all the maintenance activities / works of two campuses from the deployed workers (mali) and shall be responsible for maintaining various records and reports. The agency shall make their own arrangement for to and fro movement of supervisor from one campus to other as and when needed. The supervisor shall report to designated officer-in-charge of CSIR NIScPR for day to day works.
- ix) Provision of green house shelter needs to be created and maintained by the contractor for the safety of plants.
- x) Safety belts and other safety measures including stairs etc. during pruning of tree branches at especially at heights have to be ensured and arranged by the contractor. Any mis-happening in the event of pruning of tree branches at heights shall be avoided and shall be the sole responsibility of the contractor.
- xi) Sign plates displaying trees and plants 'botanical and common names' in Hindi & English have to be managed by supervisor and the same are to be properly displayed suitably by the contractor at prominent places as per direction of horticulture in-charge.
- xii) Adequate PVC fencing has to be fixed alongwith the necessary support system as and where required for the safety of hedges at suitable locations.
- xiii) Medicinal plants to be procured and provided in consultation with in-charge horticulture.
- xiv) The Seasonal seed etc. & other items shall be procured well before the start of season or otherwise required quantity of plants (minimum 100 no. of each variety as above) shall have to be provided by the contractor at his own cost. In case of non-breeding of flowers / plants from the seeds as provided for the seasonal flowers etc, the necessary quantities of flowers / plants have to be arranged by the contractor.

xv) List of seasonal flowers / plants seeds required

Rainy seasonal

Dianthus chinensis, Verbena quartz, Calendula bon bon, Marigold F-2, Balsamine rose flower, Aster formula mix, Larkspur imperial, Osterspermu, Dianthus barbatus, Dahlia Figaro, Bird of paradise, Celosia cockscomb, Carnation giant chabaud, Hollyhock F-1dwarf, Dianthus baby doll, Salvia bon fire, Gazania sun shine, Marigold nona patula, Bellis perensis, Celosia pulmosa, Gomphrena, Marigold rodeo royal, Marigold french royal, Marigold perfection royal, Sun flower large bloom, Rainbow rose, Rose (black, green, purple), Unique roses, Adenium

Winter seasonal

Candytuft /Golbe Candytuft, Unique roses, Butterfly orchid, Bird paradise, Rose (black,blue,green,purple), Rainbow rose, Wonderful winter, Magical marigold, Petunia glorius double, Begonia semperflorenes, Hollyhock Malva, Pansy F 1(yellow, purple, white), Nemesia carnival, Merigold F1 inca(yellow,orange), Salvia (white, blue, hybrid), Shirley poppy, Petunia (violet, white), Lupin pinie, Calendula bon bon, Sunflower sungold, Marigold(rodeo,French,perfection), Marigold F-2 (yellow, orange), Petunia ultra star, Gerbera micro mini, Gaillardia F1 (finest, hybrid), Kocheia burning bush, Marigold F1vanilla, Daisy / Bellis perensis, Gazania sun shine, Hollyhock F1 / Ageratum F1 hawaii,

Summer seasonal

Goillardia F-1(hybrid, fineast), Gomphrena (globe,purple,haageana), Celosia pulmosa, Balsam, Cosmos bright light, Cineria, Aster, Gerbera micro, Celosa, Sunflower large bloom, Sunflower sungold, Zinnia F1 elegans(orange, purple), Zinnia F1 elegans(pink,red,white etc), Zinnia liliput, Vinca F1 nana(pink,rose,white etc), Forever vincas, Attractive zinnias, Bulbs,Corns,Rhizomes, Foot ball lily, Caladium, Amarallis, Zinger lily, Zephyranthus lily, Primula, Gladiolus bulbs, Gloriosa superb, Crinum lily, Spider lily, Narcissus / Geranium / Gerbera

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 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.
7. The contractor shall identify the personnel to be deployed exclusively for the cleaning of all the wasrooms and other areas as mentioned.

B. CONTRACTOR's OBLIGATIONS

1. That the contractor shall provide required skilled, & un-skilled 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 the Labour Laws including the

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-IIP, 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. The Contractor shall provide two sets of good quality uniforms including working safety shoes to his workers as approved by the authority (for both males and females) while on duty. The colour of the uniform for skilled workers will be different from other workers. Sufficient number of uniforms will have to be provided so that the worker is always with neat and tidy uniform. It will be strictly monitored and severe fine imposed and will be deducted from the bill, if the worker is found without uniform.
16. That it shall be the sole responsibility of the Contractor to ensure Housekeeping 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.
17. That on taking over the responsibility of providing Housekeeping services/house-keeping and cleaning arrangements, the Contractor shall formulate the mechanism and duty assignment of Housekeeping personnel in consultation with designated incharge of CSIR-NIScPR. Subsequently, the contractor shall review the Housekeeping & Allied services arrangement from time to time and advise the CSIR-NIScPR officer in-charge in writing about additional measures for further streamlining their Housekeeping services. The Contractor shall further be bound by and carry out the directions/instructions published in tender document and given to him by the Director of the Lab./Instt. or the officer designated by the Director in this respect from time to time.

C. 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 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.

D. 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 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.

E. 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.

F. 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 two 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.

G. 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.

H The Technical Bid should consist of the following documents, which are to be uploaded online before the opening of the tender. Tenders without any below mentioned documents will be rejected without any further notice. All documents must be self attested and must have signature of issuing authorities with clear name & designation and address of issuing authority.

- (a) EMD for an amount of Rs. 6.30 lacs in favour of Director, NIScPR, payable at NEW Delhi.
- (b) Details of the authorized person(s) of the firm/agency with his/her name, designation, Office/Residential address, with local (Delhi & NCR) address and office Telephone numbers,

whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;

- (c) Self attested copy of PAN card of Company/ proprietor;
- (d) Self attested copy of GST Registration Number;
- (e) Self attested copy of Registration No. of the Agency/Firm as required.
- (f) Self attested copy of Employees Provident Fund Registration Number;
- (g) Self attested copy of ESIC Registration Number;
- (h) Self attested copy of Contract Labour Licence issued under CL(R&A) Act,1970 issued by Labour Department, Ministry of Labour, Govt. of India;
- (i) Proof of audited **Annual financial statement** including P/L and Balance Sheet;
- (j) Documentary proof in support of continuous five years experience for providing Housekeeping & Allied services issued by the concerned organizations; and
- (k) Duly filled and signed all Annexure.
- (m) Self attested copy of Latest Challans of EPF & ESI of any month of last six month along with the details of employees deployed in statement.
- (n) Self attested copy of Electronic Challan cum Returns (ECR) of any month of last six month.
- (o) Self-attested Copy of valid **CHARACTER AND ANTECEDENT CERTIFICATE** of Contractor issued by District Magistrate/ Competent Authority.
- (p) In case of partnership firm, photocopy of Partnership Deed.
- (q) Signed Integrity pact in the prescribed format as per Annexure IV

- I The Bid shall remain valid for acceptance for a period of 90 days from the last date of submission of tender.

J 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

CHECK LIST OF DOCUMENTS REQUIRED FOR QUALIFICATION FOR PROVIDING HOUSEKEEPING & HORTICULTURE SERVICES

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.	Authorized person of the firm/agency etc. with local (Delhi &NCR) name & designation and office address telephone/Mobile Number	
4.	In case of joint venture/consortium/Co-operative Society, Photo copy of Memorandum of Understanding/Bye Laws etc.	
5.	Self-attested Copy of valid CHARACTER AND ANTECEDENT CERTIFICATE of Contractor issued by District Magistrate/Competent Authority	
6.	Photocopy of last three financial years Income Tax Returns	
7.	Self attested photocopy of GST Registration Number	
8.	Self attested photocopy of valid EPF Registration number	
9.	Self attested photocopy of valid ESIC Registration Number	
10.	Self attested copy of Electronic Challan cum Returns (ECR)	
11.	Self attested photocopy of valid Contract Labour Licence under Contract Labour (R&A) Act, 1970.	
12.	Self attested copies of proof of experience for providing Housekeeping & Horticulture services in the last three years with satisfactory performance certificates issued by the organization where the agency has provided/ providing Housekeeping & Horticulture services.	
13.	Self attested documentary proof of Audited Annual Financial Statement for the last three financial years (including Profit & Loss and balance sheet).	
14.	Self attested copy of PAN card of Company/Proprietor.	
15.	Information regarding any litigation, current or during the last three years, in which the Bidder is involved, the parties concerned and disputed amount.	
16.	Information regarding block listed/debarred of the firms as per Annexure C	
17.	Signed Integrity pact in the prescribed format as per Annexure D.	
18.	Solvency Certificate of value of Rs. 20.00 lacs	

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

ANNEXURE-B**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 Housekeeping and Horticulture services 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 Housekeeping & Horticulture 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 Housekeeping & Horticulture services personnel deployed	Reason if award value & 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: “Comprehensive Annual Maintenance work of Providing Housekeeping & Horticulture services at NIScPR campuses at New Delhi”

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned ‘Tender/work’ from the website(s) namely e-tendering portal <https://etenders.gov.in/eprocure/app> 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 do hereby declare that our firm is not involved in any litigation by any Govt. Deptt./Public sector undertaking.
7. 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)

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-NIScPR, 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, contract/s 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 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.
- (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)/Contractors(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.
- (e) 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.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

- (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 4 – Compensation for Damages

- (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 5 – Previous transgression

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

- (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 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

- (1) If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or 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)

Place.....

Date.....

Witness 1:(Name & Address): _____

Witness 2:(Name & Address): _____

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place.....

Date.....

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:
(1) SHRI PRABAKARAN PALANIAPPAN, IAS(Rtd.) Email: pprabakranias@gmail.com and
(2) DR. RAJAN S KATOCH, IAS (Rtd.) Email: rkatoch@nic.in

PARTICIPATION OF NEAR RELATIVES OF EMPLOYEES IN THE TENDER IN UNITS

(On Letter Head of the Bidder)

I _____ 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'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. 11()/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 _____ (herein after referred to as the contractor(s) of the OTHER PART

WHEREAS the CSIR is desirous of giving a job contract for providing the “Comprehensive Annual Maintenance work of Housekeeping & Horticulture 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 “Comprehensive Annual Maintenance work of Housekeeping & Horticulture 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.

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

GENERAL INSTRUCTIONS TO THE BIDDERS:

1. Comprehensive Annual Maintenance work of Providing Housekeeping & Horticulture services at NIScPR campuses at New Delhi, under which the bidder shall engage physically and mentally fit personnel and shall use its best endeavor's to provide approximate **41 manpower** skilled, and unskilled workers for Housekeeping & horticulture work. 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.

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.

2. 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.

3. ELIGIBILITY OF THE BIDDERS

- 3.1 The bidder/agency should be in the contract of Housekeeping and Horticulture (both) services for at least 5 (five) years consecutively and should have registration under Company's Act.
- 3.2 The bidder/agency should submit up-to-date Income Tax Clearance Certificate.
- 3.3 The bidder/agency should have minimum 80 manpower on its payrolls as on date and must have annual turnover of Rs. 3.20 crores during last five years.
- 3.4 The bidder/agency has to produce satisfactory work completion certificate from organizations where the bidder/agency has provided Housekeeping & Horticulture services during the last five years.
- 3.5 Bid of all those firms whose past performance in last 05 years in this institute has remained unsatisfactory shall not be considered and shall be liable to be rejected out rightly.
- 3.6 Tender without EMD will be rejected without any further notice if the agency fails to submit the specific documentary evidence in support of relaxation so granted by the government authority.
- 3.7 **Integrity Pact** – submission and sign of the Integrity pact in the prescribed format (Annexure- D) is MANDATORY. Bids received without Integrity pact duly signed by the authorized signatory of bidder along with official seal shall be rejected forthwith. *Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.* The names and e-mails of the IEM are (1)SHRI PRABAKARAN PALANIAPPAN, IAS(Rtd.) Email:pprabakranias@gmail.com and (2) DR. RAJAN S KATOCH, IAS (Rtd.) Email:rkatoch@nic.in

4. QUALIFICATION OF THE BIDDERS

- 4.1 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.
- 4.2 A consistent history of litigation or arbitration awards against the applicant may result in disqualification.
- 4.3 The bidder shall submit full details of his ownership and control and shall submit the certificate of incorporation along with its Memorandum of Articles of Association, if it is a Company or Society etc.
- 4.4 Each Bidder (each member in the case of partnership firm/consortium) 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.
- 4.5 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.
- 4.6 The Agency shall produce a solvency certificate of value of Rs. 20,00,000/- (Rupees twenty lacs only) from a Nationalized/Schedule Bank.
- 4.7 **ONE BID FOR BIDDER:-** Each bidder shall submit only one tender either by himself as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

05. ACCEPTANCE OF BIDS:

- 5.1. 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**
- 5.2. 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.
- 5.3. Tender / financial bids of the bidders will be rejected if it is found that the bidder has quoted the unreasonable / unrealistic material rates and lesser service charges as per minimum prescribed limits to become L1.
- 5.4. Submission and sign of the Integrity pact in the prescribed format (Annexure- D) is MANDATORY. Bids received without Integrity pact duly signed by the authorized signatory of bidder along with official seal shall be rejected forthwith

06. PAYMENT CONDITIONS

- 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.
- 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.
- 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 form 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.
- 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.
- 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.

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)
- (3) CSIR-NIScPR Guest House Maharani Bagh, New Delhi- 110065.

Detailed scope of work shall be prescribed in details for

07. HOUSEKEEPING WORKS for campuses 1,2 and 3 as above

08. HORTICULTURE WORKS for campuses at 1 and 2 above

HOUSEKEEPING WORKS

The Cleaning work is one unit/contract including garbage disposal of all the offices/units located along with NIScPR at Pusa and NIScPR at SV Marg premises.

Manpower deployment:

Present requirement for deployment of cleaning persons including Garbage disposal manpower for all three campuses are shown in table below:

Location	HOUSEKEEPING persons		
	Supervisor skilled (Matriculate and above)	Male Safaiwala and Garbage Disposal Persons Unskilled	Female Safaiwali Unskilled
Dr. K.S. Krishnan Marg, Pusa Campus	01	13	03
NIScPR Guest House Maharni Bagh		02	00
S.V. Marg Campus	01	10	02
Total	02	25	05

Note: Contractor has to use his own three/four wheeler vehicle for the disposal of b m cv vm garbage to (MCD) Khatta) daily from the garbage pits from both the campuses/locations. Contractor should find out and negotiate

regarding the place of disposal (MCD) Khatta) also on his own. Any expenditure, if required has to be met by the contractor.

Detailed Scope of the Work

To clean the office premises by 08.30 a.m. daily positively. For maintaining neat clean and hygienic office environment, collect the garbage and its environment friendly disposal, clearing of internal sewer lines. Whenever additional manpower is required, the contractor will have to arrange it on the minimum wage rates, statutory charges, etc. quoted by the contractor. It is proposed to award as one contract on job contract basis for services of cleaning work including Garbage disposal of both Campuses of NISCPR. The specifications of the work involved are: Requirement of cleaning work (including Garbage disposal) persons on job contract basis:

The cleaning work should start in such a way that the contractor should ensure that cleaning work is completed by 8.30 a.m. It might necessitate cleaning work during late hours for which the FIRST PARTY will have to make its own arrangement.

a) All the waste/garbage shall be collected and dumped off at the pit situated within the campus, by using his own riksha(s) at both the locations. Contractor has to use his own three/four wheeler vehicle for the disposal of garbage to (MCD) Khatta) daily from the garbage pits from both the campuses/locations Contractor should find out and negotiate regarding the place of disposal (MCD) Khatta) also on his own. Any expenditure, if required has to be met by the contractor.

b) All the material required for the work shall be provided by Contractor on monthly basis. At the time of submission of tender contractor should quote their rates (inclusive of taxes , cost of transportation etc.,) for the required material under the financial bid and will supplied the required material throughout the contract period as per the prescribed rates. The contractor shall verify the requirement well in advance by concerned in-charge on monthly basis. The maximum limit of material supplied by the contractor is Rs. 30,000/- for pusa campus, Rs. 20,000/- for SV Marg campus & Rs. 10,000/- for Maharani Bagh Guest House.

c) Workmen deployed for safai/upkeep should have good knowledge and experience in cleaning. programme for polishing of floors with floor grinding and/or polishing (to be provided to contractor by NISCPR), cleaning of fittings and fixtures, removing of cobwebs, vacuum cleaning of sofa /chairs / blinds and other surfaces, water jet spray cleaning of open tiles, pavers, roads surfaces etc., shall be furnished by the contractor well in advance and approval obtained from the officer in charge.

d) The Safai/upkeep work has to be done with utmost care, diligently and the contractor shall supervise, inspect and issue instructions to its workers for the proper and efficient discharge of the work.

e) The Safai personal/upkeep workers shall work from Monday to Saturday and be given weekly off on Sunday.

f) NISCPR will arrange to verify the attendance record of the Safai/upkeep personnel as maintained by the contractor, daily or at regular intervals as convenient and certify to the correctness of the attendance to avoid any discrepancy in the monthly bills prepared.

g) If NISCPR considers that, the replacement of a particular person is essential this will be done by the contractor immediately on receipt of specific instructions of NISCPR.

h) That during the tenancy of this contract, the contractor will provide. free of any charge, written or verbal advice on improving Safai/Upkeep in the campus of NISCPR from time to time and NISCPR shall consider such advice for implementation or otherwise.

i) Disposal of the garbage, including pruned tree branches is to be made every day from the garbage pit situated within the campus at both locations.

j) That the contractor would provide efficient, experienced, honest workmen to complete the Safai/upkeep work within the specified time. The Safai/upkeep work shall include cleaning of floors, Corridors, staircases, Door, windows, panel/glazed aluminium portions, toilets, removal of cobwebs, sweeping road/open area. removal of garbage and dumping the same at dumping site situated in the NIScPR Campus as per details given below:

k) Sweeping of floors using soft brooms, twice daily (morning & post lunch) and swabbing with swabbers drenched with cleaning powder/fluid, cleanzo etc. twice or more as required.

l) Cleaning and dusting doors, partitions, doorframes, windows, ventilators etc. once in a week or more as required.

m) Cleaning & washing of floors, urinal portion walls of toilets and mopping the surfaces with mops twice daily or as required.

n) Putting of naphthalene balls and air freshener cakes in urinals/commodes of toilets twice a week or more as required.

o) All the exposed porcelain surfaces shall be kept sparkling clean. No dirty stains/spots must be seen on the walls or floors.

p) Machine Polishing/ Broofing of floors for the required areas shall be done once in every three month at their own cost.

q) Removal of cobwebs using cobweb brush inside and outside the building once in every month or more as required.

r) Sweeping of road area/open area once daily early in the morning. water jet spray cleaning of open tiles,pavers, road surfaces on required intervals as directed.

s) Housekeeping of building includes the cleaning of terraces and open verandas etc. on required intervals as directed.

t) Vacuum cleaning of sofa /chairs / blinds and other surfaces.

u) Cleaning the sewer lines once every month so that it is ensured that the same is not choked. If it happened, the contractor has to clear the sewer line by the proper technician at his own cost.

v) All cleaning materials as per listed items and Tools and plants such as ladders, floor polishing machines, safety ladders for cleaning of outer window glasses along with safety equipments etc., shall be provided by contractor and be kept in the storage space provided for the purpose. Contractor will give the rate of the material with the tender document.

w) Methods of cleaning & disposal of different type of wastes should be ascertained from the In-charge concerned and the instructions issued by him shall have to be strictly adhered to.

Register/Check list of cleaning/upkeep schedule verified by the supervisor of agency will be submitted to NISCPR's Cleaning Incharge or designated official. This register can be checked by NISCPR's designated official at any time on weekly basis. This will form the basis of payment.

CLEANING / UPKEEP ACTIVITY SCHEDULE

Date: _____

Sr.No.	Activity	Frequency (minimum or as and when required)	7 am to 8.30 am Y/N	1.30 am to 2.30 pm Y/N	Supervisor's initials
A	Offices Rooms				
(i)	Clearing of dustbins	Once daily			
(ii)	Dusting of office equipments	Once daily			
(iii)	Sweeping of floor (with soft broom)	Once daily			
(iv)	Wet Mopping of floor with phenyl	Once daily			
B	Office Corridors				
(i)	Clearing of dustbins	Once daily			
(ii)	Dusting of equipments	Once daily			
(iii)	Sweeping of floor (with soft broom)	Twice daily			
(iv)	Wet Mopping of floor with phenyl	Once daily			
C	Wash rooms and sinks				
(i)	Clearing of dustbins	Once daily			
(ii)	Cleaning of sanitary installations	Once daily			
(iii)	Filling of liquid soap in dispensers	Once daily			
(iv)	Wet Mopping of floor with phenyl	Twice daily			
(v)	Placing naphthalene balls / air freshener in washrooms	Once weekly			
(vi)	Placing urinal matt freshener in gents washrooms	Once fortnightly			
D	Lawns, roads and open area				
(i)	Sweeping of Road, lawns open area	Once daily			
(ii)	Disposal of waste/garbage to pit	Once daily			
(iii)	Removal of garbage from pit to respective MCD pit	Once daily			
E	Other important works of weekly/ fortnightly /monthly frequency				
(i)	Cleaning & dusting of doors/door frames /windows /railings / partition/ Panel /glazed aluminum, etc	Once weekly			
(ii)	Cleaning and clearing of porcelain surface / stains on wall and floors of corridors and washroom	Once weekly			
(iii)	Removal of Cobwebs	Once fortnightly			
(iv)	Upkeep of building /cleaning of terraces etc.	Once monthly			
F	Other important works of Quarterly (3 months) frequency				
(i)	Cleaning of closed drains by suitably removing the drain covers and placing them again	Once Quarterly			

(ii)	Polishing of floors with floor polishing machine	Once Quarterly			
(iii)	Vacuum cleaning of sofa / chairs and window blinds	Once Quarterly			
(iv)	Jet spray cleaning of chequered tiles, pavers at roads surface	Once Quarterly			
(v)	Cleaning of sewer lines	Once Quarterly			
G	Miscellaneous work (like Shifting of furniture/Materials etc.)	As and when required			

Horticulture Works

Campuses Introduction:-

The NIScPR Pusa campus has seven developed lawns, which are spread over, in an area of about 10,000 Sq.m. with about 550 trees and shrubs. This campus is also having a nursery in which about 1500 potted plants are maintained.

The Satsang Vihar Marg is also having three developed lawns, which are spread over in an area of about 5500 Sq.m. with about 300 trees and shrubs. This campus is also having a nursery in which about 600 potted plants are maintained.

Detailed Scope of the Work:-

The contractor shall provide the following horticultural services for maintenance of lawns, hedges, trees, shrubs, nursery, potted plants, etc at both the campuses of NIScPR.

- 1 Manpower Required: The contractor shall provide and arrange adequate manpower as under for routine execution of maintenance works:

S.N	Manpower required	PUSA Campus	SVM Campus	Experience
1	Supervisor	01 (ONE)		Must be graduate (Horticulture / Agriculture) and having at least two years of experience of performing horticulture & maintenance works including maintaining necessary records, and execution of development works.
2	Mallis (unskilled)	Five 05	Three 03	Persons must have at least two years of experience of performing horticulture & maintenance works including having experience of operating lawn movers.

- 2 Maintenance of about 15,500 Sq m Lawn area:- The maintenance of lawns include, weeding, trimming and pruning of grass by mowing of grass cutting machines, top dressing, checking of grass, using of manure, fertilizers, spraying of insecticides, pesticides, fungicides, weedicides and watering etc. throughout the contract period and other works related to horticulture as per needs from time to time.

- 3 Maintenance of Nursery:- The maintenance of nursery and potted plants by doing all horticultural operations like weeding, hoeing, watering, mixing of manure and fertilizer including application of plant tool, spraying of insecticides, pesticides, fungicides, etc and preparation of seedlings by sowing of seeds, bulbs, rhizomes, cuttings, grafting, layering, gootying, etc and plantation of seedlings in pots and shifting of potted plants as and when required during meetings, seminars, visits of VIPs etc. or as per directions of the Director, NIScPR, or his nominee.
- 4 Maintenance of trees, shrubs and creepers:- The maintenance of trees, shrubs and creepers, by their manuring, watering, hoeing, pruning and trimming, replacement of old dead by new ones and to ensure enough supply of air and water. Circular kiaries around the tree trunk are to be prepared.
- 5 Designing, preparation and maintenances of flower beds:- Flower beds of seasonal annual flowering plants at different locations in the lawns of the campus are to be maintained. In between these flower beds (Kiaries) perennials or shrubs are to be sown or planted and maintained.
- 6 Maintenance of edges & hedges:- The maintenance of edges & hedges, includes their watering, hoeing of channels, pruning and trimming and replacing old and dead plants by planting the new saplings.
- 7 Arranging of flower vase:- The contractor has to procure from outside and has to make arrangement for the flowers (preferably twice a week or as per requirement) for the flower vases kept at reception, Director's room , Director's Office, committee room (s) and other rooms of HoD's at both the locations as per direction by Horticulture in-charge (officer designated by Director CSIR-NIScPR) .
- 8 The supervisor engaged by the contractor must be experienced and should have minimum literacy level as specified above. The supervisor must be trained enough for getting the proper execution of all the maintenance activities / works of two campuses from the deployed workers (mali) and shall be responsible for maintaining various records and reports. The agency shall make their own arrangement for to and fro movement of supervisor from one campus to other as and when needed. The supervisor shall report to designated officer-in-charge of CSIR NIScPR for day to day works.
- 9 Provision of green house shelter needs to be created and maintained by the contractor for the safety of plants.
- 10 Safety belts and other safety measures including stairs etc. during pruning of tree branches at especially at heights have to be ensured and arranged by the contractor. Any mis-happening in the event of pruning of tree branches at heights shall be avoided and shall be the sole responsibility of the contractor.
- 11 Sign plates displaying trees and plants 'botanical and common names' in Hindi & English have to be managed by supervisor and the same are to be properly displayed suitably by the contractor at prominent places as per direction of horticulture in-charge.
- 12 Adequate PVC fencing has to be fixed alongwith the necessary support system as and where required for the safety of hedges at suitable locations.
- 13 Medicinal plants to be procured and provided in consultation with in-charge horticulture.
- 14 The Seasonal seed etc. & other items shall be procured well before the start of season or otherwise required quantity of plants (minimum 100 no. of each variety as above) shall have to be provided by the contractor at his own cost. In case of non-breeding of flowers / plants from the seeds as provided for the seasonal flowers etc, the necessary quantities of flowers / plants have to be arranged by the contractor.
- 15 List of seasonal flowers / plants seeds required

Rainy seasonal

Dianthus chinensis, Verbena quartz, Calendulla bon bon, Marigold F-2, Balsamine rose flower, Aster formula mix, Larkspur imperial, Osterspermu, Dianthus barbatus, Dahlia Figaro, Bird of paradise, Celosia cockscomb, Carnation giant chabaud, Hollyhock F-1dwarf, Dianthus baby doll, Salvia bon fire, Gazania sun shine, Marigold nona patula, Bellis perensis, Celosia pulmosa, Gomphrena, Marigold rodeo royal, Marigold french royal, Marigold perfection royal, Sun flower large bloom, Rainbow rose, Rose (black, green, purple), Unique roses, Adenium

Winter seasonal

Candytuft /Golbe Candytuft, Unique roses, Butterfly orchid, Bird paradise, Rose (black,blue,green,purple), Rainbow rose, Wonderful winter, Magical marigold, Petunia glorius double, Begonia semperflorenes, Hollyhock Malva, Pansy F 1(yellow, purple, white), Nemesia carnival, Merigold F1 inca(yellow,orange), Salvia (white, blue, hybrid), Shirley poppy, Petunia (violet, white), Lupin pinie, Calendula bon bon, Sunflower sungold, Marigold(rodeo,French,perfection), Marigold F-2 (yellow, orange), Petunia ultra star, Gerbera micro mini, Gaillardia F1 (finest, hybrid), Kocheia burning bush, Marigold F1vanilla, Daisy / Bellis perensis, Gazania sun shine, Hollyhock F1 / Ageratum F1 hawaii,

Summer seasonal

Goillardia F-1(hybrid, fineast), Gomphrena (globe,purple,haageana), Celosia pulmosa, Balsam, Cosmos bright light, Cineria, Aster, Gerbera micro, Celosa, Sunflower large bloom, Sunflower sungold, Zinnia F1 elegans(orange, purple), Zinnia F1 elegans(pink,red,white etc), Zinnia liliput, Vinca F1 nana(pink,rose,white etc), Forever vincas, Attractive zinnias, Bulbs,Corns,Rhizomes, Foot ball lily, Caladium, Amarallis, Zinger lily, Zephyranthus lily, Primula, Gladiolus bulbs, Gloriosa superb, Crinum lily, Spider lily, Narcissus / Geranium / Gerbera

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 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.
- 7 The contractor shall identify the personnel to be deployed exclusively for the cleaning of all the wasrooms and other areas as mentioned.

B. CONTRACTOR's OBLIGATIONS

- 1 That the contractor shall provide required skilled, & un-skilled 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 statues 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 the Labour Laws including the 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-IIP, 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 The Contractor shall provide two sets of good quality uniforms including working safety shoes to his workers as approved by the authority (for both males and females) while on duty. The colour of the uniform for skilled workers will be different from other workers. Sufficient number of uniforms will have to be provided so that the worker is always with neat and tidy uniform. It will be strictly monitored and severe fine imposed and will be deducted from the bill, if the worker is found without uniform.
- 16 That it shall be the sole responsibility of the Contractor to ensure Housekeeping 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.

- 17 That on taking over the responsibility of providing Housekeeping services/house-keeping and cleaning arrangements, the Contractor shall formulate the mechanism and duty assignment of Housekeeping personnel in consultation with designated incharge of CSIR-NIScPR. Subsequently, the contractor shall review the Housekeeping & Allied services arrangement from time to time and advise the CSIR-NIScPR officer in-charge in writing about additional measures for further streamlining their Housekeeping services. The Contractor shall further be bound by and carry out the directions/instructions published in tender document and given to him by the Director of the Lab./Instt. or the officer designated by the Director in this respect from time to time.

D. 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 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.

E. 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 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.

F. 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.

G. 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: -
- 3 On the expiry of the contract period as stated above
- 4 By giving two month's notice by CSIR-NIScPR on account of following
- 5 Committing breach by the contractor of any of the terms and conditions of this agreement.
- 6 Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Director, CSIR-NIScPR.
- 7 The contractor being declared insolvent by Competent Court of Law.
- 8 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.
- 9 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.

H. ARBITRATION

- a) 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.
- b) 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.

c) 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.

d) That the work order and the rates quoted by the firm shall form 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

Council of Scientific and Industrial Research
Anusandhan Bhawan, 2 Rafi Marg, New Delhi

Contractor

Witness :-

(1) _____

1) _____

(2) _____

(2) _____

Counter signed by
Finance & Accounts Officer, NIScPR