



CSIR- NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE AND TECHNOLOGY
(COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH),
INDUSTRIAL ESTATE P.O., THIRUVANANTHAPURAM -695 019

TENDER DOCUMENT

FOR

UNDERTAKING HOUSEKEEPING, CLEANING, GARDENING AND
PROVIDING UNSKILLED, SEMI-SKILLED, SKILLED AND HIGHLY
SKILLED MANPOWER

AT

**CSIR-NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE AND
TECHNOLOGY**



CSIR- NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE AND TECHNOLOGY

(Council of Scientific and Industrial Research), Industrial Estate P.O.,
Thiruvananthapuram -695 019

No. GEN/02/2022

Dated: 17-06-2022

NAME OF THE WORK		FOR UNDERTAKING HOUSE KEEPING, CLEANING, GARDENING AND PROVIDING UNSKILLED, SEMI-SKILLED, SKILLED AND HIGHLY SKILLED MANPOWER AT CSIR-NIIST, THIRUVANANTHAPURAM
To be uploaded online through the NIC Central Public Procurement portal https://etenders.gov.in/eprocure/app .		
EMD TO BE DEPOSITED		Rs. 6,80,000/-
CONTENTS		
Sl. No	Description	Page No.
1	Notice Inviting e-tender	3
2	Model Response format for Technical Bid	4-5
3.	Integrity Pact	6-10
4	Terms and conditions of contract and schedule of work	11-18
5	Agreement /Indemnity Bond format	19-28

Address for Communication

The Director

CSIR-National Institute for Interdisciplinary Science and Technology
Industrial Estate PO, Thiruvananthapuram, Kerala - 695019
Contact No: 0471- 2515334, e-mail: so.bills@niist.res.in



**CSIR-NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE &
TECHNOLOGY, THIRUVANANTHAPURAM-695019**

No. GEN/02/2022

17-06-2022

NOTICE INVITING e-TENDER No. GEN/02/2022

CSIR-NIIST is interested in engaging an agency for the contract work “Housekeeping, Cleaning, Gardening and providing Unskilled, Semi-skilled, Skilled and Highly Skilled manpower at CSIR-NIIST, Thiruvananthapuram” at an estimated cost of Rs.3,40,00000/- (Rupees Three Crore Forty Lakh per annum). e-Tenders are invited under two bid system, Part I Technical Bid & Part II Price Bid from experienced contractors.

Tenderers are advised to download the tender documents from the NIC Central Public Procurement portal <https://etenders.gov.in/e procure/app> or from the CSIR-NIIST website <https://www.niist.res.in>. Tenders are to be uploaded online in the portal between 20th June 2022 and 27th June 2022. The Technical bid will be opened online at **11:00 a.m on 28th June 2022**..Price bids of those bidders whose Technical bids are qualified will be opened online subsequently.

The **EMD of Rs.6,80,000/- (Rupees Six Lakh Eighty Thousand only)** must be received in original on or before the technical bid opening date, by Demand Draft favouring Director, CSIR-NIIST payable at Thiruvananthapuram. **(Scanned copy of DD /EMD is to be uploaded along with Part I Technical Bid)**

e-Tenders submitted without EMD and duly signed Integrity Pact shall be rejected. EMD exemption for NSIC/MSME registered units with Udyog Aadhar Number will be allowed as per rules.

Sl.No	Item	Date and Time
1	Document Download Start	17 th June 2022 at 04:00 PM
2	Clarification of Bid Start	17 th June 2022 at 04:00 P M
3	Clarification of Bid End	19 th June 2022 at 05:00 PM
4	Bid Submission Start	20 th June 2022 at 10:00 AM
5	Bid Submission End	27 th June 2022 at 10:00 AM
6	Bid Opening(Part I Technical Bid)	28 th June 2022 at 11:00 AM

Director, CSIR-NIIST reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his decision shall be final and binding.

ADMINISTRATIVE OFFICER



**CSIR - NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE &
TECHNOLOGY (Council of Scientific & Industrial Research)
THIRUVANANTHAPURAM – 695 019.**

TECHNICAL BID

Technical Bid for the work “Housekeeping, Cleaning, Gardening and providing Unskilled, Semi-skilled, Skilled and Highly Skilled manpower at CSIR-NIIST, Thiruvananthapuram”

(To be filled-up and signed by the Tenderer)

(This format is to be used in your letter head/stationery. The order in the format must be strictly adhered to. No rates must be quoted in the Technical bid. Bidder who quotes the rate in the Technical bid will be rejected as non-responsive. **Tenderers are required to number all the pages of the Technical Bid** in BLACK/BLUE INK and indicate the TOTAL page number below and append signature at the end of this response format.)

TOTAL PAGES OF TECHNICAL BID:

SI.No	Technical Requirement	Details of Compliance by the Agency	Please write the corresponding page number(s) of your technical bid for reference
1	EMD (Rs.6,80,000/-) DD favoring Director CSIR-NIIST payable at Thiruvananthapuram		
2	Licence issued under contract Labour (R&A) Act,1970 Quote the registration number:		
3	GST registration certificate Quote the registration number:		
4	EPF Registration Quote the registration number:		
5	ESI Registration Quote the registration number:		
6	Income Tax PAN card Copy		
7	Average Annual turnover of not less than Rs. 1,00,00,000 during the last 3 years. Copies of balance sheet of last 3 years certified by chartered Accountant must be attached in the technical bid		
8	One work of annual value 2,72,00,000 or two works of annual value 1,70,00,000 or		

	three works of annual value 1,36,00,000 executed in the last 3 years in Central/State Government Departments/ PSU/ Autonomous bodies / CSIR laboratories/ Large Industrial / Educational Campus/reputed companies.		
9	Has your firm ever been debarred by any Court of law OR penalized by any Government/CSIR/Private organization?		
12.	Address of your Office in Thiruvananthapuram(attach registration certificate or valid address proof)		

Details of major contracts undertaken in House keeping, Cleaning, Gardening and for providing Highly Skilled/Skilled/ Semi-skilled / Unskilled manpower in Central/State Government Departments/ PSU/ Autonomous bodies / CSIR laboratories/ Large Industrial / Educational Campus Reputed companies during the last 3 years

(Please enclose documentary evidence in support of the above i.e, copy of Award of Contract)

Sl. No	Name of Organization	No. of persons engaged	Period of engagement	Contract value (per annum)

Tenderers must have an office in Thiruvananthapuram and not merely a resident representative.

Signature of the Tenderer
Name and Seal of the Agency
Address & Mob. No.

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- NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE & TECHNOLOGY, TRIVANDRUM** 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 for undertaking housekeeping, cleaning, gardening and providing unskilled, semi-skilled, skilled and highly skilled manpower. The 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), (retired) Ex principal chief Commissioner Income Tax, whose name & address is:

Shri. Prabakaran Palaniappan, IAS(Retd.)
New No.9 (Old No. 4B/14) Venkateswara Nagar 3rd Street
Adyar, Chennai 600 020
e-mail: pprabakaraniias@gmail.com

and,

Dr. Rajan S Katoch, IAS (Retd.)
A-91, Alkapuri, Bhopal (MP) 462 022
e-mail: rkatoch@nic.in

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.
- (1) 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.....

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

Witness 1: (Name & Address): _____

Witness 2: (Name & Address): _____

**CSIR- NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE & TECHNOLOGY
THIRUVANANTHAPURAM**

(A constituent establishment of Council of Scientific & Industrial Research)

TERMS AND CONDITIONS FOR AWARD OF CONTRACT FOR UNDERTAKING
HOUSEKEEPING, CLEANING, GARDENING AND PROVIDING UNSKILLED, SEMI-
SKILLED, SKILLED AND HIGHLY SKILLED MANPOWER AT CSIR-NIIST,
THIRUVANANTHAPURAM

1. The Contractor shall undertake housekeeping, cleaning, gardening work of the buildings and premises as detailed in Annexure - I and also provide highly skilled/skilled/semi-skilled/unskilled workers initially for a period of two years from the date of commencement of the contract, which may be extendable by one more year on satisfactory completion.
2. The Companies should have registered themselves with EPF / ESI / GST / Income Tax authorities and submit proof of such registration.
3. The tenderer must have carried out one work of annual value 2,72,00,000 or two works of annual value 1,70,00,000 or three works of annual value 1,36,00,000 in the last three years for providing security services . They should have an office in Thiruvananthapuram for all co-ordination. Such office should be one counter point providing all solutions to CSIR-NIIST regarding service conditions, billing purposes etc.
4. The agency should have an average annual turnover of not less than Rs. 1,00,00,000 /- (Rupees One Crore) during the last three financial years (2019-20, 2020-21 and 2021-22).
5. The Contractor shall deploy persons as per the requirement of the job. The Contractor shall ensure that the persons are punctual and disciplined in performance of their duty. **The Contractor shall engage medically and physically fit persons, below the age of 55 years.**
6. The Contractor shall submit details such as names, parentage, residential address, age etc. of the persons deployed by him in the premises of the Institute. For the purpose of proper identification of the employees of the Contractor deployed at various points, he shall issue identity cards bearing their photograph/ identification etc. and such employees shall always **display their identity cards/name plates at the time of duty. The employees should wear uniform (with company's logo on uniform)inside the campus while on duty.**
7. The Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to NIIST / CSIR and shall comply with the statutory provisions of Contract Labour (Regulation and 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 CSIR-NIIST indemnified from all acts of omission, fault, breaches and / or any claim, demand; loss; injury and other expenses arising out from the noncompliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and / or under the said Acts, rules / regulations and / or any bye-laws or rules framed under any of these, the CSIR-NIIST shall be entitled to recover any 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.

8. Bill raised by the contractor for the first month based on number of duties performed shall be paid in full. For the subsequent months, the Contractor shall submit proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at the Institute. In their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.
9. Income-Tax (TDS) at the prevailing rate will be deducted from the monthly bill of the contractor.
10. The Contractor shall particularly abide by the provisions of Minimum Wages Act 1948 with Rules 1950 framed there-under, as amended from time to time on the rates, terms and conditions etc.
11. The Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized Officers of NIIST.
12. The Contractor shall make payment of wages, etc. to the persons so deployed by them on or before the 7th **of every month via Bank transfer and this will not be linked with payment received by the Contractor from NIIST.** The agency shall submit the monthly bill after disbursing the wages along with attendance sheet and the same shall be paid by NIIST after applying usual checks and also after deduction of applicable taxes or/and other dues, if any. The payment will be made on reimbursement basis only and not in advance. The Contractor shall on demand furnish copies of wages register / muster roll, etc. to the Institute for having paid all the dues to the persons deployed by him for the work under the agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various labour Laws, having regard to the duties of NIIST in this respect as per the provision of Contract Labour (Regulations & Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the labour regulations from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorized made,

maintenance of wages book, wage slip, publications of the scale of wages and terms of employment, inspection and submission of periodical returns.

13. In the event of any worker on leave/absent, the agency shall ensure suitable alternative arrangement to make up such absence within three working days. Failure on this account shall attract penalty double the wages payable for such absence.
14. As and when CSIR-NIIST requires additional workers on temporary or emergency basis, the contractor will depute such workers in accordance with pro-rata daily rates.
15. The Contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of NIIST.
16. The Contractor shall deploy his persons in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Contract Labour Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Director of the Institute. a sum as may be claimed by him.
17. The persons deployed by the Contractor for the services mentioned above shall be the Employees of the Contractor for all intents and purpose 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.
18. The Contractor shall formulate the mechanism and duty assignment in consultation with Director of the Institute., or his nominee. Subsequently, the Contractor shall review the housekeeping cleaning and gardening arrangements from time to time and advice the Director of the Institute. for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the Institute. or the officer designated by the Director in this respect from time to time.
19. The Director of the Institute or any other person authorized by the Director 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.
20. In case any of the persons so deployed by the Contractor does not perform the task/duties assigned to him upto the mark or indulges in any unlawful riots or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the Institute. In this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of the Institute. In case of any of the aforesaid acts on the part of the said person at no additional cost to the Institute.

21. Tenders shall remain valid for 90 days after the date of opening. In exceptional circumstances CSIR NIIST may request the Tenderer to extend the period of validity.
22. Before signing the agreement, the contractor shall deposit 3% of the annual value of the contract after adjusting the EMD as Security Deposit in the form of Bank Guarantee / Fixed Deposit Receipt in favor of Director, CSIR-NIIST which would be released on expiry / termination of the contract and completing all contractual obligations. The Performance Bank Guarantee shall remain valid for a period of 60 days beyond the date of completion of the contract.
23. The Tender must be submitted as per the deadline detailed in the NIT. CSIR-NIIST is not responsible for delay in online submission of tenders.
24. Before the award of work, if any tenderer withdraws his bid within the validity period (validity period = 90 days) or makes any modification in the terms and conditions of the bid which are not acceptable to the department, then the Council shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely. After award of work, if the L1 bidder withdraws his bid or fails to take up the work, the EMD will stand forfeited. Further, such bidder shall be debarred from future contracts for a maximum period of three years.
25. During the technical evaluation of the bid, CSIR-NIIST may ask for any clarification relating to technical details. The request for clarification will be in writing and the response shall also be in writing. No other correspondence regarding the status of the bids will be entertained.
26. If any relative of the tenderer is an employee of CSIR-NIIST the name, designation and relationship of such employee shall be intimated to the Director, CSIR-NIIST, Thiruvananthapuram, in writing while submitting the tender.
27. The Technical bid and Price bid must be in the model response format as enclosed.
28. Integrity Pact in the prescribed format with signature and seal of the bidder should be attached along with the bid, without which the bid will be considered unresponsive.
29. The rates quoted must not be less than the minimum wages prescribed by the State Govt. / Central Govt. whichever is higher. The contractor is free to quote higher than minimum wage to enable him to execute the work as per the terms and conditions of agreement/NIT.
30. For evaluation of the bids for housekeeping contracts, L-1 may be decided keeping in view the component of profit margin in the form of service charges quoted by the prospective bidders, as the Contractor is liable to pay minimum wages as fixed by Central Government or State Government, whichever is higher, plus the statutory dues like ESI, EPF, Bonus, Service Tax etc. However, if a bidder quotes a service charge of zero percentage, such bid will be treated as unresponsive and

will be rejected. In case two or more bidders quote the same service charge, L-1 will be decided on the basis of average turnover during the last three years. The firm having larger turnover will be treated as L1.

31. The Director, CSIR-NIIST, Thiruvananthapuram reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his decision shall be final and binding.
32. Successful bidder should complete the formalities like payment of security deposit within 15 days of award of contract and execute the Agreement within 30 days of award of contract.
33. The Contractor shall execute an agreement on a stamp paper of appropriate value for due performance of the Contract as per the enclosed format of agreement before taking up the contract. He shall also execute a deed of Indemnity in the prescribed format.
34. In consideration of the service rendered by the Contractor, the Institute agrees to pay to him a sum calculated at the rate tendered by him and approved by the Institute. on the basis of the actual number of persons deployed by him for the work every month. The Contractor will be reimbursed wages as above for the first month after the award of work on submission of the bills. Whereas the Contractor is required to submit proof of having remitted the amount towards to EPF, ESI, GST etc to the respective authorities. Income tax , surcharge on IT or any other tax as applicable will be recovered from the Contractor's bill from time to time and remitted to the concerned authorities.

ANNEXURE –I

Area / Place to be cleaned by sweeping / washing / moping

Sl. No	Location	Area in M ²
1	New Main Gate/ Security Bunk & Toilet	150
2	Old Gate Office, Security Bunks	150
3	Toilet	10
4	Bhatnagar Block	2000
5	Floors, Corridors, Auditorium lobys etc	375
	Toilets	75
6	Sandwich Block	1200
7	3 Floors Corridors Open space Car Porch etc.	600
8	Toilets	50
9	Library block, 3 Floors, Corridors, open space near the Auditorium	2400
10	Ramanujam Block	3960
11	Toilets	50
12	Workshop building 2 Floors	375
13	Toilets	20
14	Shed No. 1 Rooms in both the floors	800
15	Toilets	20
16	Shed No.2 Rooms in both the floors	800
17	Toilets	20
18	Canteen, Canteen Annex, VIP Dining Hall, Club Room	500
19	Toilets	15
20	Environmental Technology Building	1800
21	Toilets	50
22	Generator Room No.1	80
23	Generator Room No.2	40
24	BSMR High Temp. Lab.	200
25	Buildings Materials Pilot Plant	115
26	Agro processing Building all the floors three floors, Corridors	1500
27	Toilets	50
28	Civil Engineering Section Building	150
29	Toilets	25
30	Ceramics for Societal Application Building	300
31	IIIST Guest House and surroundings	850
32	Director's Bungalow surroundings when necessary	750
33	Old Guest House	100
34	Electrical Section, Sub- station, Generator Room	300
35	Liquid Nitrogen Plant	100

36	Pump House	70
37	Bio fuel lab and pilot plant building	500
38	Transit holding block	180
39	Toilet	20
40	Photo science and photonic lab	500
41	Toilet	10
42	Shed for storing unserviceable items behind canteen annex	200
43	Canopy and kiosk	300
44	Scholars hostel	2000
45	Toilet	242
46	Dispensary building	100
47	Toilet	20
48	Post office	55
49	Toilet	10
50	CV Raman Block	4200
Area to be cleaned by sweeping		
1	The road in from of the gate office and surroundings	250
2	Scooter shed near reception and surroundings	400
3	Road leading to agro processing building from the front side of store	1000
4	Car sheds and the front area including the road	1000
5	Area around Civil Engineering Section	200
6	Area around Seminar Hall	800
7	Road leading to Waste Water Technology building and its surrounding	700
8	The area around the Agro processing building Car sheds etc.	600
9	The area between old generator room and pump house, scooter shed and the area at the eastern side of the building, ceramics for societal applications	800
10	Road and the area around Workshop Building	200
11	Area between shed No.1, New Generator room and canteen	300
12	Area around Canteen	300
13	Area around the Electrical section	150
14	The road connecting to the workshop area gate	250
15	Area around auditorium (main) Tea Kiosk	1696
16	NIIST Guest House Surroundings Road from gate No.II to Gate No. IV through Directors Bungalow Road from gate No. II to Gate No. III Road from Canteen annexure to Gate No.II Road from Dispensary Building (under construction) to Gate No 3 Near Type II Qtrs.	15020

17	Bio fuel Building premises	1000
18	Scholars Hostel	500
19	Dispensary	100
20	Transit holding block	50

In addition to sweeping, moping, washing etc. of the area mentioned above the personnel engaged by the agency are also required to perform the following jobs.

1. Removal of waste, bottles/ cartons etc. to the disposal area.
2. For arranging halls, serving tea, lunch etc. for visitors, meetings, seminars, conferences.
3. For shifting materials, furniture etc. from stores and other places to their destinations.
4. Removing of spider net, clearing of glass fixtures at high places etc.
5. Control of wild growth, gardening in and around the office premises and Guest House.
6. Shifting of Drinking water cans, Gas Cylinders, Computer and other equipments from Stores to different sections.
7. Any other work, that the Director or his representative may find necessary for the proper up-keep of the Institute and its surroundings.

AGREEMENT

This AGREEMENT made on this ----- BETWEEN the National Institute for Interdisciplinary Science And Technology, a constituent Institute of COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act XXI and having its office at Anusandhan Bhawan, Rafi Marg, New Delhi (hereinafter referred to as CSIR-NIIST) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

AND

-----, having its registered office at -----
----- (hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the National Institute for Interdisciplinary Science and Technology is desirous of giving a job contract for UNDERTAKING HOUSEKEEPING, CLEANING, GARDENING AND PROVIDING UNSKILLED, SEMI-SKILLED, SKILLED AND HIGHLY SKILLED MANPOWER (hereinafter referred to as "work") in CSIR-NIIST, Thiruvananthapuram and whereas the Contractor has offered to undertake the "work" on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc. and the Contractor shall report the compliance thereof to the CSIR-NIIST. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR-NIIST has agreed to award the contract of work of housekeeping and cleaning of the buildings and premises as detailed in Annexure I.

AND WHEREAS the Contractor has agreed to furnish to the Institute a security deposit of Rs.------(Rupees-----
-----) by way of Bank Guarantee or Fixed Deposit Receipt valid for a period of three months beyond the period of contract.

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

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR-NIIST shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of undertaking the “work”, the Contractor shall formulate the mechanism and duty assignment in consultation with Director of the Institute or his nominee. Subsequently, the Contractor shall review the arrangements from time to time and advise the Director of the Institute about additional measures 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 Institute or the officer designated by the Director, in this respect from time to time.
3. That the Director of the Institute or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons deployed by the Contractor in order to ensure that required number of persons are deployed and that they are doing their duties properly.
4. That in case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of Institute in this respect. Further, the Contractor shall immediately replace the particular person so deployed on demand of the Director of the Institute in case of any of the aforesaid act on the part of the said person.
5. The Bonus to the eligible persons and also per rules, will be paid by Agency at least five days before Onam from its own funds through their bank accounts (e-transfer mode) and submit the bill along with documentary proof showing the details such as (i) names of workers, (ii) period for which bonus is paid and (iii) amount of bonus paid to each of them. NIIST will reimburse the admissible amount paid by the agency along with other statutory and service charge.

B. CONTRACTOR'S OBLIGATIONS.

1. That the Contractor shall undertake the “work” as detailed in **Annexure I** as deemed fit by him in consultation with the Institute.
2. That for providing satisfactory services as per Para 2 above under this Contract, the Contractor has agreed to deploy a total ofpersons for house

keeping cleaning & gardening.....persons for highly skilled, ,... persons for semi-skilled,....persons for skilled and.....persons for unskilled work.

3. That for performing the assigned duties the Contractor shall deploy persons for eight hours per day. The Contractor shall deploy medically and physically fit persons below the age of 55 years. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
4. That the Contractor shall submit details, such as names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the National Institute for Interdisciplinary Science and Technology, Thiruvananthapuram. For the purpose of proper identification of these employees of the Contractor deployed for the work at various points, he shall issue identity cards bearing their photographs/ identification, etc. and such employees shall always display their identity cards at the time of duty.
5. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various Labour laws and other statutory provisions. That the Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there under, as amended from time to time.
6. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to National Institute for Interdisciplinary Science and Technology and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act 1938, Maternity Benefit Act and/or any other Rules/regulations and/or statutes that may be applicable to them.
7. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR-NIIST 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 provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act, rules/regulations and/or any bye laws or rules framed under or any of these, the CSIR-NIIST shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payments.
8. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officers of CSIR-NIIST.

9. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representatives of the CSIR-NIIST on or before the 7th of following months and this will not be linked with payment receivable by them from the CSIR-NIIST. The Contractor shall on demand furnish copies of wages register/muster roll, etc. to the CSIR-NIIST for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments towards the employees so deployed under various Labour Laws, having regard to the duties of CSIR-NIIST in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employment, inspection and submission of periodical returns. No overtime allowance shall be payable, if any compensation is claimed towards weekly off/leave relief/national holidays, etc.
10. That the Contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at National Institute for Interdisciplinary Science and Technology, Thiruvananthapuram in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents. The Contractor is bound to complete the required formalities to get the ESI Registration in respect of the workers engaged by him and deployed at National Institute for Interdisciplinary Science and Technology and issue the ESI Cards within a week, from the date of award of contract. The monthly remittance towards EPF & ESI in respect of workers deployed at the National Institute for Interdisciplinary Science and Technology, Thiruvananthapuram should be remitted separately i.e, separate challan should be filled in respect of remittance pertaining to the workers deployed at NIIST, Thiruvananthapuram. The remittance should not be clubbed together with other departments/organisations where the Contractor is having similar contracts. The Contractor should produce the original challans regarding EPF & ESI remittance to the office along with his bills, which will be retained in the office and returned only on the expiry of the contract. In case the Contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.
11. The Contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and for the preservation of peace and protection of persons and property of CSIR-NIIST.
12. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized

festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulations and Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filling, 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, NIIST a sum as may be claimed by CSIR-NIIST.

13. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Institute and ensure that no such person shall create any disruption/hindrance/problem of any nature in the institute either explicitly or implicitly.
14. The security money deposited 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 institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
15. That the Contractor shall keep the National Institute for Interdisciplinary Science and Technology indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case CSIR-NIIST is made party and is supposed to contest the case, the CSIR-NIIST 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-NIIST on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR-NIIST in this respect of any nature whatsoever and shall keep CSIR-NIIST indemnified in this respect.
16. The Contractor shall further keep the CSIR-NIIST indemnified against any loss to the CSIR-NIIST property and assets. The CSIR-NIIST 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.
17. The Contractor shall report promptly to the CSIR-NIIST any theft or pilferage that takes place or any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Contractor to ensure security and safety of all the property and assets movable and immovable of the CSIR-NIIST and if there is any loss to the CSIR-NIIST on account of dishonesty, and/or due to any lapse on the part of the Contractor or his worker, the Contractor shall make good on demand the loss to the CSIR-NIIST.

C. CSIR-NIIST's OBLIGATIONS

1. That in consideration of the services rendered by the Contractor as stated above, they shall be paid on monthly basis. Such payment shall be made within 15 days of raising of bills by the Contractor and duly certified by the officer designated by the Institute in this regard.
 - a) The Contractor on their selection shall be paid the wages for 26 days of work as quoted by the Contractor and approved by the Director, National Institute for Interdisciplinary Science and Technology, Thiruvananthapuram.
 - b) Income Tax applicable will be deducted at source and remitted to the concerned Authorities at the time of settling the monthly bills raised by the Contractor.
2. That the aforesaid amount has been agreed to be paid by CSIR-NIIST to the Contractor.
3. That payment on account of enhancement revision in wages by the appropriate Govt. (as per Minimum wages Act as applicable) from time to time shall be payable by the CSIR-NIIST to the Contractor.

D. PENALTIES/LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director of the Institute in his behalf, 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.

E. COMMENCEMENT AND TERMINATION

1. That this agreement will come into force with effect from
The agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies :-

- a) On the expiry of the contract period as stated above.
- b) By giving one month's notice by CSIR-NIIST on account of committing breach by the Contractor of any of the terms & conditions of this agreement; assigning the contract or any part thereof to any sub Contractor by the Contractor without written permission of CSIR-NIIST.
- c) On Contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

F. ARBITRATION

- 1. In the event of any question, dispute/difference arising under this agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement) the same shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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

WITNESS:

1

2

Signature:

FOR AND ON BEHALF OF
THE CONTRACTOR

WITNESS:

1.

2.

:

Signature:
Administrative Officer
CSIR-NIIST, Thiruvananthapuram

For and on behalf of
Council of Scientific & Industrial Research
Rafi Marg, New Delhi-110 001

Counter signed by
FAO, CSIR-NIIST
Thiruvananthapuram

DEED OF INDEMNITY

THIS DEED OF INDEMNITY MADE on the -----day of -----Two Thousand Seven BETWEEN -----
----- carrying on business under the name & style of M/s. ----- (hereinafter called: "The Indemnifier" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives, successors and permitted assigns) of the ONE PART **AND** Council of Scientific and Industrial Research, a Society registered under the Societies Registration Act and having its office at 2, Anusandan Bhavan, Rafi Marg, New Delhi (hereinafter called an autonomous organization funded by Government of India which expression shall unless excluded by or repugnant to the context be deemed to include its successors or assigns) of the OTHER PART.

WHEREAS the indemnifier, in response to CSIR-NIIST Tender Notification No. - ----- Dated ----- for **undertaking at National Institute for Interdisciplinary Science & Technology (NIIST), Thiruvananthapuram** has represented that he is executing similar category of work to other agencies and therefore eligible for award of Contract. The indemnifier has further represented that he will meet all the statutory and other obligations as per the terms & conditions of the Tender document, if the Contract is awarded to him.

WHEREAS in terms of CSIR-NIIST letter No.----- dated----- for award of Contract the Indemnifier has entered into an agreement to the value of Rs.----- (Rupees ----- Only)for a period with effect from toon ----- at Thiruvananthapuram.

In consideration of the said premises and of the agreement on the part of CSIR-NIIST in awarding the contract for **undertaking Housekeeping, Cleaning, Gardening and providing Unskilled, Semi-skilled, Skilled and Highly Skilled manpower at CSIR-NIIST, Thiruvananthapuram**, the indemnifier do hereby agree and undertake to implement all the provisions of the agreement and keep CSIR-NIIST indemnified against all claim what so ever in respect of employees deployed by the indemnifier for CSIR-NIIST. Further, the indemnifier keep CSIR-NIIST harmless and indemnified against any claim arising out of or connected with the agreement executed for this purpose

IN WITNESS WHERE OF the parties hereto have set and subscribed their respective hands hereunto on the date first above written.

Signed by the said Indemnifier

In the presence of:

(1)

(2)

CONTRACTOR
(Signature with Seal)

In the presence of:

(1)

(2)

Administrative Officer
Signed for and on behalf of
CSIR / NIIST