



CSIR – Indian Institute of Chemical Technology

TENDER DOCUMENT

**Tender No. IICT/Gen/Utility/2024
dated 26th July 2024**

**Annual Contract for Providing Utility
Services in CSIR-IICT, HYDERABAD**

**Tarnaka, Uppal Road,
Hyderabad – 500 007
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CSIR - INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY
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E-BIDDING through GEM PORTAL FOR

Name of the work:

“Annual Contract for Providing Utility Services at CSIR-IICT CAMPUS, CSIR-IICT, HYDERABAD”

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NIT No: IICT/Gen/Utility/2024

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CRITICAL DATE SHEET

E-Tender No.	NIT No: IICT/Gen/Utility/2024
E-Tender Submission Start Date and Time	26.07.2024
E-Tender Submission End Date and Time	10.08.2024
Date and Time for Opening of Tenders	12.08.2024

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NOTICE INVITING e-TENDER

Online bids are invited through **GeM portal** on behalf of Director, CSIR-IICT, Hyderabad for the following work on Civilian rates notified by Chief Labour Commissioner (Central)/ from renowned, experienced, well established and registered Contractors / Cooperative Societies / Agencies having executed similar works satisfactorily during the last five financial years (from 1st April 2019 to 31st March 2024) either in CSIR or in Government Departments/Public Sector Undertakings, private organizations or other similar organizations. The details are as under:

S.No.	Name of Work	Estimated Cost per Annum (including all Taxes and charges)	Duration
1.	Annual Contract for Providing UTILITY SERVICES at "CSIR-IICT, HYDERABAD."	Rs.3,60,73,415/- (Approx)	For a period of 01 year with extension on satisfactory performance / services of contractor) on year to year basis up to a maximum of another two years.

Bid document can be downloaded from the GeM portal. A copy of the tender notice is also available on CSIR-IICT website <https://www.iict.res.in/> (for reference only). Please note that the submission of the tender/bid is only through GeM portal.

The Earnest Money Deposit (EMD) of Rs.7,21,468/- (Rupees Seven Lakhs Twenty One Thousand Four Hundred Sixty Eight) is to be paid in the form of Demand Draft from Scheduled/Commercial Banks as per RBI guidelines in favour of "The Director, CSIR-IICT" payable at "Hyderabad" and the scanned copy of the same should be uploaded during the submission of Tender duly signed digitally. EMD must be valid for minimum 90 days from the date of publication of the tender. Since the bid is to be submitted online, the Original EMD should be sent by post to reach this office on or before bid submission end time or put in the tender box kept in the COA's Office of CSIR-IICT, Hyderabad. EMD received after stipulated date will not be considered under any circumstances.

The Director, CSIR-IICT, Hyderabad reserves the right to reject any or all the tenders or to accept the min. part or to reject lowest tender without assigning any reason whatsoever. The Director, CSIR-IICT also reserves the right to call off tender process at any stage without assigning any reason.

Sd/-
Controller of Administration

GENERAL INSTRUCTIONS TO CONTRACTORS

1. Contractors are advised to study the bid document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of all instructions, eligibility, forms, terms and requirement specified in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected.
2. The prospective tenderers if required may satisfy themselves about the requirements by visiting the CSIR-IICT, Hyderabad with prior permission on any working day (Monday to Friday) between 9:00 a.m. and 5:30 p.m. before submitting their tenders.
3. In case of the date of opening of tenders is declared a Govt. Holiday then the date of opening of the tender will be the next working day at the same time.
4. Bidders registered with MSEs and NSIC are exempted from payment of EMD. The Bidders claiming exemption EMD should enclose valid MSE/NSIC registration certificate, failing which bid will be rejected. All other tenderers are required to submit EMD and ensure that it reaches the office before the tender submission end date and time failing which the tender will be rejected.
5. EMD deposited with CSIR-IICT in connection with any other tender will not be considered/ adjusted against this tender.
6. Canvassing in connection with the tenders is prohibited and the tenders submitted by contractor who resort to canvassing are liable for rejection.
7. Tenderers are required to execute the Code of Integrity and Conflict of Interest enclosed with the NIT and are also required to execute the integrity pact on the letter head as enclosed in the NIT.
8. The details of the Independent External Monitors (IEMs) appointed by CSIR are as under:

<p>Shri Prabhakaran Palaniappan IAS (Retd.) New No. 9, (Old No. 4B/14), Venkateswara Nagar, 3rd Street Adyar, Chennai 600 020 (Tamilnadu) Email: pprabakaranias@gmail.com</p>	<p>Dr. Rajan S. Katoch IAS (Retd.) A-91, Alkapuri Bhopal- 462 022 (MP) Email: rkatoch@nic.in</p>
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Eligibility Criteria:

1. Must have possessed valid registration certificate under Shops & Commercial Establishments Act., issued by the Labour Authority to carry out such business.
2. Must have possessed valid Labour License issued by Licensing Officer of State / Central Government.
3. Must have a full-fledged Head office/Branch Office located at Hyderabad functioning at least for a year or more and must submit any one of the address proof viz. Telephone bill, Electricity bill, Rental agreement etc.
4. Must have EPF, ESIC and GST Registration. If the Contractor is operating from outside of Hyderabad, he should have branch office at Hyderabad and ESI, EPS & GST sub-codes in Hyderabad.
5. Must not have blacklisted by any Government/Semi-Government Departments/Autonomous Bodies/Organisations/CSIR or any of its Laboratories/Institutes as on the date of submission of the bid.
6. The firm should have FIVE years of experience in providing UTILITY SERVICES in large industrial R&D Institutes/ Government Organizations/ Autonomous Bodies to submit a copy of the names of minimum three (3) organization(s) along with a certificate certifying that the firm has executed a Contract Annexure -III. One of the Contracts amongst the above three should be a running contract.

The Contractor must have successfully carried out/executed/completed following similar work during the last five (5) years ending last day of March of the previous year :

- (a) Three similar completed work each costing not less than the amount equal to Rs.1.44 Cr. i.e. 40% of the estimated cost of work OR
- (b) Two similar completed work each costing not less than the amount equal to Rs.2.16 Cr. i.e. 60% of the estimated cost of work OR
- (c) One similar completed work each costing not less than the amount equal to Rs.2.88 Cr. i.e. 80% of the estimated cost of work.

‘Similar work’ means execution of technical service contracts and must produce work done certificate from the clients and this work experience certificate should invariably mention details of work executed, the date of commencement and date of completion of the work and cost of the work clearly. Any misleading and vague information in this

regard, if furnished, leading to difficulty in calculating the work experience may result in the rejection of the tender.

7. Current Solvency Certificate (last six months) for an amount not less than Rs.36 Lakhs issued by a Nationalized/Scheduled Bank.
8. Average Annual financial turnover related services during the last three years, ending 31st March of the previous financial year, should be at least 30% (Thirty percent) of the estimated cost.

SCOPE OF WORK

1. The scope of work includes providing man power for UTILITY SERVICES at CSIR-IICT, Hyderabad include assisting the Administration, Finance and Stores and Purchase sections in maintenance of files.
2. Providing manpower for maintenance of records, circulars.
3. Providing manpower for distribution of files among various divisions.
4. Providing manpower for upkeeping of various sections which include dusting, cleaning of rooms etc.
5. Any other work as decided by the Competent Authority will be included in the scope of the work.

SUPERVISING

1. The Supervisor in each shift shall be responsible to extract the work, manage the work, maintenance of accounts of cleaning items, and for interaction with office-in-charge for the upkeep of the Laboratory. The Supervisor shall also be responsible to allocate duties and extract the work from the assistants.
2. The service of the workers deployed is required on all days in a month irrespective of holidays and they should be prepared to work on shifts as indicated earlier. The Contractor has to ensure proper attendance of the personnel deployed and should produce Character and antecedent's verification reports of the persons engaged by the Contractor and the same shall be submitted to the department for verification.
3. The labourers provided by the Contractors shall maintain personal hygiene as per the instruction of the Officer-in-charge, CSIR-IICT.
4. The contract personnel should wear prescribed uniform while on duty, which shall be supplied by the Contractor at his cost.
5. The persons deployed for the above sessions should be most reliable, trust worthy, alert and efficient.
6. The contract personnel should be well disciplined, polite with good behaviour. In case of any complaint or any unusual behaviour/illegal or political activities of the worker, he/she should be replaced within 24 hours after receipt of intimation from the Institute.
7. 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 called for as and when required by the Institute at the cost of the contractor.

8. 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-IICT.
9. The Contractors should make payment to the workers before 7th of every month and there should be no linkage between this payment and settlement of the contractor's bill from the CSIR-IICT.

I. DEFINITIONS

In the Contract (as here in after defined) the following words and expressions shall have the meanings here by assigned to except where the context otherwise requires:

Contract shall mean the notice inviting the e-tender and document, the tender and acceptance thereof and the formal agreement, if any executed between CSIR-IICT and the tenderer together with the documents referred to there in including these conditions with appendices and special conditions, rates and amounts and schedules of rates including all revisions, additions and deletions. NIT, Entire Tender document, price bid etc. will form part of the contract.

II. SUB-CONTRACTING

The CONTRACTOR shall not be allowed to sub-contract any part of the Contract.

III. PERIOD OF CONTRACT

The Contract shall be initially for a period of one year initially and is renewable on year to year basis subject to the satisfactory performance of services and compliance of "terms and conditions of the agreement entered into by the CONTRACTOR".

IV. GENERAL TERMS AND CONDITIONS:

Registration/execution of the agreement:

The successful contractor shall be required to execute an agreement within **7** days from the date of work order in the format approved and supplied by CSIR-IICT on stamp papers of appropriate value notarized with the recognized notary, immediately on award of the Contract.

The Contractor is required to complete the contract without changing the Name/Nature/details of the firm.

1. Earnest Money Deposit:

The Earnest Money Deposit (EMD) of Rs. 7,21,468/- (Rupees Seven Lakhs Twenty One Thousand Four Hundred Sixty Eight) is to be paid in the form of Demand Draft from Scheduled/Commercial Banks as per RBI guidelines in favour of "The Director, CSIR-IICT" payable at "Hyderabad" and the scanned copy of the same should be uploaded during the submission of Tender duly signed digitally. EMD must be valid for minimum 90 days from the date of publication of the tender.

2. Security Deposit:

On award of the contract, the firm will be required to deposit an amount equivalent to 5% of the contract value as Security Deposit/Performance Guarantee in the form of Bank Guarantee/Demand Draft/Fixed Deposit from Scheduled Commercial Banks in favour of "The Director, CSIR-IICT, Hyderabad" payable at Hyderabad which will be retained by the Authority for the due and faithful fulfillment of the contract. The S.D/P.G should remain valid for a period of 90 days beyond the date of completion of all contractual obligations by the firm. No interest shall be payable by the Authority on the amount of S.D/P.G so held. The Authority reserves the right to forfeit fully or partly the Performance Guarantee/Security Deposit in the event of failure on the part of the contractor to execute the contractor observations of all or any of the terms & conditions. The decision of Director, CSIR-IICT, Hyderabad in this regard shall be final & binding. In case the contract is further extended beyond the initial period, the Performance Guarantee will have to be accordingly renewed/extended by the successful tender(s).

4. Commencement of Work:

The Contractor is required to commence the work with effect from the date mentioned in the award letter. In the event of failure, a penalty @1% of the monthly value of Contract per day shall be imposed for non-commencement of work subject to the condition that in no case it shall exceed 10% of the total value of the Contract cost. The Director, CSIR-IICT shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on the written application of the Contractor, in case he finds that the grounds given by the Contractor are reasonable and satisfactory.

5. CONTRACTOR'S OBLIGATIONS

The Contractor shall supply the manpower for UTILITY SERVICES.

The CONTRACTOR shall deploy the following outsourced workers on Civilian wages with adequate relieving personnels to meet mandatory weekly offs, leave/sickness etc. for deployment on the minimum wages notification issued for Watch & Ward by the Office of the Chief Labour Commissioner (Central):

- Skilled workers 57 (Fifty Seven).
- Semi-Skilled workers 28 (Twenty Eight).
- Unskilled workers 8 (Eight).

1. **The Contractor shall pay the wages through Bank accounts of workers employed by him by 7th of every month along with payment slip containing all details of deductions etc.** In the event of local problems arising while discharging the functions of CSIR-IICT, the Contractor will deal with them appropriately and he

will not bring CSIR-IICT on the scene for such matters. The Controller of Administration/Administrative Officer should be kept informed of any such occurrence and the solution found.

2. The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, under the Code on Wages 2019, ESI Act, EPF & Miscellaneous Benefits Act 1952, Maternity Benefit Act, Shops and Establishment Act, Payment of Bonus Act, 1965 etc. as applicable and amended from time to time. The contractor shall be responsible for deposit of employees and Principal employer's share of statutory contribution towards ESI/EPF with the concerned department/ authorities at his own level and maintenance of such record as per rules. The contractor shall deposit EPF and ESI contributions and he will be required to submit a copy of Challan/abstract/ statement of the amount deposited on account of the statutory contributions along with the bill for reimbursement, failing which the payment of Service charges of the following month will be with-held.
3. Bonus @8.33% per month on salary of Rs. 7000 or on Minimum wages whichever is higher to the eligible contract labourers getting salary/wages upto Rs. 21,000/- may be paid as applicable as per Bonus Act.
4. The Contractor will also arrange to open such EPF/ESI accounts of all the employees deployed by him. If the Contractor is operating from outside of Hyderabad, he should have an established branch office, ESI, EPS & GST sub-codes in Hyderabad. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its employees solely lies with the Contractor.
5. The Contractor shall also be responsible to provide other benefits to the workers engaged by him under the Social Welfare Legislation Acts etc. as admissible under the rules and CSIR-IICT shall not be responsible for any claims of staff engaged by the Contractor. The workers engaged by the Contractor will be on their payroll and therefore will not be entitled to any benefit as applicable to the employees of CSIR-IICT.

6. Biometric Attendance:

The CONTRACTOR has to install Bio-metric attendance system(s) in CSIR-IICT on his own cost and has to take biometric attendance from all the outsourced workers engaged by him/her twice a day on arrival and departure on all working days without fail and the same has to be submitted to the office for getting reimbursement of the monthly wages paid to the workers engaged by him/her. The bills will be reimbursed strictly on the basis of biometric attendance.

7. Determination of quality of work/services:

The decision of the Director, CSIR-IICT with regard to the determining of quality of work/ services provided by the CONTRACTOR shall be final and acceptable to the CONTRACTOR. The CONTRACTOR shall therefore, rectify the defects so pointed out without any extra payment. The Director, CSIR-IICT shall also reserve the rights to get the work/ services so rejected done/ replaced at his level at the risk and cost of the CONTRACTOR, after giving him/her a notice in writing, and the expenditure incurred on this count shall be recovered from the bills of the CONTRACTOR or any other outstanding dues or by revocation of any or all parts of the security deposit as he may think proper.

9. Identification:

For the purpose of proper identification of the personnel of the CONTRACTOR deployed at various points, the CONTRACTOR shall him/herself issue them the IDENTITY CARDS at his own cost prior to the deployment and they shall be duty bound to display the identity cards at the time of duty. The CONTRACTOR shall also ensure that all personnel deployed by him/her are displaying their NAME TAG while on duty without fail.

10. Uniform:

The Contractor shall provide two sets of good quality uniforms including working shoes/chappals to his workers as approved by the authority (for both males and females) while on duty annually. 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.

11. Relationship between the employer and personnel:

The persons deployed by the CONTRACTOR for the work shall be his employees for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said persons and the CSIR-IICT, either implicitly or explicitly.

14. Medical Examination and verification of antecedents:

The CONTRACTOR will ensure that employees are medically fit and free from communicable diseases. The CONTRACTOR shall ensure that the antecedents of the persons are verified by the civil police / appropriate authority and shall provide their Bio-data sheets consisting of photograph, finger prints and ID details (Aadhar copy etc.) with full details of permanent and temporary address, past experience and qualification details and a copy of discharge certificate to the Office prior to their deployment.

15. Raising of Bills:

In order to ensure timely payment of wages to the personnel, the monthly wage bills shall be raised by the CONTRACTOR in the requisite format in vogue on the basis of Biometric attendance and work performance report got signed by the other officer so authorized by the competent authority for the purpose by 01st of each month positively. All the statutory documents should be enclosed with the bills.

If as a result of post payment audit any overpayment is detected in respect of any work done by the CONTRACTOR or alleged to have done by the CONTRACTOR under the tender, it shall be recovered by the CSIR-IICT from the CONTRACTOR.

16. Payment of wages:

The CONTRACTOR will be responsible for making the payment to his workers directly to their respective bank accounts on or before 7th of each month from his own sources and wage slips should be issued to every person. Subsequently the bill should be raised alongwith bank details and other statutory payments challans/receipts for reimbursement.

The CONTRACTOR shall ensure that all the employees get wages at the rates as fixed by Chief Labour Commissioner (Central) from time to time. The CONTRACTOR shall ensure that the wages etc. paid to his employees so deployed are in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the rules made there under.

That payment of enhancement/ escalation charges on account of revision of wages by the from time to time shall be payable by the CSIR-IICT to the CONTRACTOR on submission of the notifications.

17. EPF/ESI/Minimum wages:

The CONTRACTOR shall be responsible for fulfilling all his obligations towards the persons deployed under law namely- Minimum Wages Act, ESI Act, Shops and Establishment Act, Contract Labour (Regulation and Abolition Act), 1970 etc. as applicable and amended from time to time. The CONTRACTOR shall be responsible for deposit of employees' and Principal Employer's share of statutory contribution towards ESI/EPF with the concerned department/authorities at his level vide a separate e-challan for all the persons deployed by him/her at CSIR-IICT and maintenance of such record as per rules. He will be required to submit a copy of Challan/abstract/statement of the amount deposited on account of the statutory contributions for the same month along with the bills at the earliest to enable CSIR-IICT for release of payment, failing which the payment of the bills of the following month will be withheld. If the contractor is operating his

work from outside of Hyderabad, he should have Branch Office of EPF/ESI sub-code in Hyderabad.

The payment will be released to him/her after deduction of Income tax, GST-TDS or any other statutory dues, after the submission of Bank challan, wage sheets, ESI, EPF, GST Challans/statements etc. on the required formats by 12th day of the month. He will also arrange to continue to hold the old UAN/ESI Nos. allotted to contract workers and to open such EPF/ESI accounts for new workers deployed by him/her in CSIR-IICT. At the time of claim, he has to show the evidence of EPF/ESI deposits of their guards online to the concerned officer. Any breach of the compliance of such formalities on more than two occasions during the currency of the Contract shall invite action for the imposition of penalty, apart from cancellation of Contract without any notice. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its workers solely lies with the CONTRACTOR.

18. Goods & Services Tax (GST):

GST or any other tax (except income tax) payment of which is the liability of the principal employer, as applicable on the date of submission of tender, shall be included by the tenderer in the bills. The CSIR-IICT will not make any separate payment on this account. Further, the Contractor shall make the payment of GST vide a separate challan for CSIR-IICT and the contractor will be reimbursed the amount on the production of the original payment receipt.

19. Tax Deducted at Source (TDS):

Income tax and GST-TDS shall be deducted from the bills of the CONTRACTOR at source/or at the rates as applicable from time to time, in accordance with the latest Govt. notifications applicable in this regard.

20. Other mandatory responsibilities of the CONTRACTOR:

It is obligatory on the part of the CONTRACTOR to fulfill his commitments towards his employees so deployed by him/her under various Labour Laws. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/ or execution of this Contract shall be carried out by the CONTRACTOR at his own cost and the CONTRACTOR shall report the compliance thereof to the Director, CSIR-IICT or his nominee. The CONTRACTOR shall be solely responsible for violation of any provisions of the said Act or any other Act. The CONTRACTOR shall not charge any money from the Contractual employees towards security deposit. The CONTRACTOR shall issue employment cards

containing terms and conditions of appointment to his employees to be deployed in CSIR- IICT.

21. Liability of the CONTRACTOR to indemnify:

The CONTRACTOR shall keep CSIR-IICT indemnified against any loss caused to CSIR-IICT property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the CONTRACTOR. The CONTRACTOR shall be responsible for payment of any loss caused to the property of the CSIR-IICT Campus. In case, any employee of the CONTRACTOR so deployed enters into dispute of any nature whatsoever, it will be the sole responsibility of the CONTRACTOR concerned to contest the same. In case the CSIR-IICT is also to be made a party, the cost, if any of the actual expenses incurred towards counsel fee and other expenses shall be paid to the CSIR-IICT by the CONTRACTOR in advance or on demand.

Further, the CONTRACTOR shall ensure that no financial or any other legal liability comes on the CSIR-IICT in this respect at any time for the acts done by the personnel of the CONTRACTOR.

22. Deficiency in service/Disobedience by personnel:

In case of any deficiency in services or disobedience by the personnel so deployed by the CONTRACTOR, the Director, CSIR-IICT shall be at liberty to impose a penalty as may be deemed fit for each such lapse after giving an opportunity of being heard in person. The decision of the Director, CSIR-IICT shall be final and binding on the CONTRACTOR. The CSIR-IICT shall have further right to adjust, readjust, or deduct any of the amounts as aforesaid from the payment to be made to the CONTRACTOR under this Contract or out of the security deposits of the CONTRACTOR.

23. Termination of the Contract:

The Contract may be terminated in the event of occurrence of any of the following contingencies:

- a) Without any prior notice on the expiry of the Contract period.
- b) In the event of the death of the CONTRACTOR, the Director, CSIR-IICT shall have the option of terminating the Contract without compensation.
- c) By giving one month advance notice by CSIR-IICT on account of:
 - i) Losses suffered by CSIR-IICT due to lapse on the part of the CONTRACTOR/his supervisors/ workers.

- ii) For committing breach of the contract of any of the terms and conditions of the contract.
- iii) The CONTRACTOR consistently provides unsatisfactory services.
- iv) On violation of any Labour laws as per the statutory provisions.
- v) The CONTRACTOR is declared insolvent by any court of law
- vi) The CONTRACTOR assigns the Contract or any part thereof to any other Person for subletting the whole or a part of the Contract.
- vii) The CONTRACTOR is not interested to complete/continue the Contract.

"Provided that during the notice period for termination of the Contract, the CONTRACTOR shall continue to provide the services as before till the expiry of notice period."

24. Removal of personnel on termination of Contract:

It shall be the duty of the CONTRACTOR to remove all persons deployed by him/her on termination of the Contract and ensure that no person shall create any disruption/hindrance/problem of any nature to the CSIR-IICT.

25. Transfer of Liabilities:

In the event of exigencies arising due to the death, infirmity, insolvency of the CONTRACTOR or for any other reasons or circumstances, liabilities of the Contract shall be borne by the following on such terms conditions, as the Director, CSIR-IICT may think proper in public interest:

- Legal heirs in case of sole proprietor.
- The surviving partners in the case of a firm, otherwise, the sole Proprietor shall reserve the right to settle the matter according to the circumstances of the case as he may think proper.

26. Jurisdiction:

The courts at Hyderabad only shall have the jurisdiction for the purpose of this agreement.

27. Arbitration:

In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever, the same shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi or India International Arbitration Centre (IIAC) whose decision thereon shall be final and binding on the parties thereto.

RESPONSIBILITIES OF CONTRACTOR

1. That the CONTRACTOR shall carefully and diligently perform the work assigned to him as deemed fit by him in consultation with the CSIR-IICT. The CONTRACTOR shall also provide his supervisor at his own cost for day to day smooth functioning of the persons provided by him and shall take care of their EPF/ESI payments.
2. That for 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 duties as per the Scope of Work enumerated in NIT.
3. 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 CSIR-IICT. For the purpose of proper identification of the employees of the CONTRACTOR deployed for the work, he shall issue identity cards bearing their photographs/Identification, etc. and as such employees shall display their identity cards at the time of duty.
4. 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. The CONTRACTOR shall pay monthly wages to his workers at the rate of minimum wages fixed by the Central Government.
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.
6. That the CONTRACTOR shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-IICT 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; the Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Payment of Bonus Act, 1965, 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 provisions of the labour laws or any other statutory provisions and shall further keep the

CSIR-IICT 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 Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the CSIR-IICT 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-IICT.
9. That the CONTRACTOR shall make the payment of wages, etc. to the persons so deployed electronically to Bank Account in the presence of representative of the CSIR-IICT and shall on demand furnish copies of wages register/muster roll, etc. to the CSIR-IICT for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the CONTRACTOR to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of CSIR in this respect as per the provisions of Contract Labour (Regulation 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 unauthorized deductions made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employments, Inspection and submission of periodical returns.
10. That the CONTRACTOR shall submit the proof of having deposited that amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR-IICT in their respective names before submitting the bill for the subsequent month which will be reimbursed. In case the CONTRACTOR fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents. Further annual/biannual returns in respect of ESI & EPF should be submitted by the CONTRACTOR and necessary receipts should be submitted to CSIR-IICT along with entire list of his personnel and percentage of deduction.
11. 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 CSIR-IICT.

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 (Regulation Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling 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, CSIR-IICT, a sum as may be claimed by CSIR-IICT in this regard.
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 CSIR-IICT Campus and ensure that no such person shall create any disruption/hindrance/problem of any nature in CSIR-IICT either explicitly or implicitly.
14. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the CONTRACTOR and/or loss/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. The security money will be refunded to the CONTRACTOR within one month of the expiry of the contract upon the satisfactory performance of the contract.
16. That the CONTRACTOR shall keep the CSIR-IICT 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-IICT is made party and is supposed to contest the case, the CSIR-IICT 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-IICT on demand. Further, the CONTRACTOR shall ensure that no financial or any other liability comes on CSIR-IICT in this respect of any nature whatsoever and shall keep CSIR-IICT indemnified in this respect.
17. The CONTRACTOR shall further keep the CSIR-IICT indemnified against any loss to the CSIR-IICT property and assets. The CSIR-IICT shall have further right to

adjust and/or deduct any of the amounts suffered as loss as aforesaid from the payments due to the CONTRACTOR under this contract.

18. That the Contractor shall ensure that the persons so deployed do not allow any property of the CSIR-IICT to be taken out of the premises without a Gate Pass signed by the designated officials of CSIR-IICT. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the Contractor along with subsequent changes, if any. The Controller of Administration/Administrative Officer of CSIR-IICT shall make suitable arrangement to ensure compliance.
19. That the Contractor shall report promptly to CSIR-IICT any theft or pilferage that takes place or where 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 CSIR-IICT and if there is any loss of CSIR-IICT 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 CSIR-IICT.
20. That the uniforms supplied by the Contractor at his own cost to the persons deployed for his work and CSIR-IICT shall have no liability whatsoever on this account. The uniform shall be approved by the Director, CSIR-IICT.

The following 02 (Two) parts shall be submitted through online at GEM portal by the contractor:

PART - I (TECHNICAL BID)

ANNEXURE-I

Annual Contract for Providing UTILITY SERVICES at "CSIR-IICT Campus Area, of CSIR-IICT, Hyderabad.

PART - I : TECHNICAL BID

A. Documents / details to be mandatorily submitted:

Sl. No.	Particulars	Fill in the details
1.	Name of Firm/Tenderer/Company	
2.	Permanent Address & Telephone No.	
3.	Whether the organization/Firm has established Local Office in Hyderabad, if so, the complete address with Telephone/Fax Nos. and E-mail address. Copy of rental agreement or any other proof of establishment of office in Hyderabad.	
4.	Year of incorporation of the Firm/Company (with proof)	
5.	Whether the organization/Firm has been black listed by Government/Private Organizations/ Public Sector Undertakings/any CSIR Laboratory/large hospital or any other similar organization of repute. If so, the details thereof.	
6.	Details of infrastructure, persons employed, number of offices / branches available (attach separate sheet)	[Attach as enclosure & refer here]
7.	Income Tax Return (last five years) (with TAN/PAN No.) Professional Tax, GST Registration no & Clearance (last five years) (enclose photo copies)	[Attach as enclosure & refer here]
8.	Copy of a valid Licence issued by the State / Central Labour Department under Contract Labour Act duly notarized.	[Attach as enclosure & refer here]
9.	Audited balance sheet and Profit/Loss A/c for the last 5 years (enclose photo copies)	[Attach as enclosure & refer here]

10.	Solvency certificate of an amount not less than 10% of the estimated contract value issued by a nationalized/Scheduled bank within the last six months be attached.	
11.	The details of Agency's Annual turnover for the PAST FIVE YEARS which should not be less than 30% of the estimated cost consistently duly certified by authorized Chartered Accountant. (Enclose copies)	
12.	Name & address of your Banker and Chartered Accountant	
13.	Latest Proof of Financial Capacity from his bankers /Chartered Accountant.	[Attach as enclosure & refer here]
14.	TAN / PAN No. of the firm with copy of the same	[Attach as enclosure & refer here]
15.	GST Registration details & certificate	[Attach as enclosure & refer here]
16.	Details of E.S.I.C. & E.P.F Registration with Date and proof of registration. If the Firm is not registered in Telangana, it should have ESIC, EPF sub-code in Hyderabad.	[Attach as enclosure & refer here]
17.	Has the Contractor defaulted in paying the statutory payments such as ESI/EPF etc in his previous works/contracts during the last five years.	YES/NO
18.	Has the firm attached the scope of work, terms, etc. duly signed on all pages as mentioned in the General Terms and Conditions?	
19.	Has the firm attached an Affidavit in the prescribed format as at Annexure-V?	
20.	Has the firm submitted EMD of <u>Rs. 7,77,229/-</u> valid for 90 days? If so, give details of Demand Draft/ Pay Order from Nationalized/Scheduled Bank.	
21.	Names / address of two persons who can vouch for the credentials of the contractor and stand surety	(1)
22.		(2)

	<p>Details of experience of providing similar work* as mentioned under point no. 1 and 2 of Technical Details for the last FIVE Financial Years.</p> <p>Names of the major clients with their addresses, telephone numbers. (Enclose certificates/credential used by such clients)</p> <p>i. Three similar completed works costing not less than the amount equal to 40% of the estimated cost OR</p> <p>ii. Two similar completed works costing not less than the amount equal to 60% of the estimated cost OR</p> <p>iii. One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p>	[Attach as enclosure & refer here]
23.	Declaration by the bidder for Code of Integrity and Conflict of Interest. (as per enclosure)	[Attach as enclosure & refer here]
24.	Declaration by the bidder for the Integrity Pact. (as per enclosure)	[Attach as enclosure & refer here]

***All the above documents should be arranged and submitted according to the above Serial Numbers only.**

Date:

Signature of Tenderer
Seal & address

(PART-II) PRICE BID

The minimum service charges for minimum wage based Manpower Outsourcing Services is 3.85% (inclusive of transaction charges) which is in pursuance of Ministry of Finance OM No. F.6/1/2023-PPD dated 06.01.2023.

The contractor shall quote the price as per procedure adopted in the GEM portal as per ANNEXURE-II.

- 1. Contractors are requested to submit the price Bid as per procedure provided in the GEM portal.**
- 2. All bids shall remain valid for 75 days from the date of opening of Technical Bid. A bid valid for a shorter period shall be rejected by CSIR-IICT as non-responsive. In exceptional circumstances, CSIR-IICT may request the contractor to extend the period of validity.**
- 3. If any contractor withdraws his bid within the validity period or makes any modification in the terms and conditions of the bid which are not acceptable to CSIR-IICT, then CSIR-IICT shall, without prejudice to any other right or remedy, be at liberty to suspend such contractor for the period of time specified in the request for bids document from being eligible to submit bids for contract with the entity that invited the bids.**
- 4. If any information furnished by the applicant is found incorrect at a later stage also, he/she shall be liable to be debarred from tendering/taking up of work in CSIR-IICT. The department reserves the right to verify the particulars furnished by the applicant independently.**

The Financial part of bid shall be opened only for those contractors / bidders who qualify the Technical part.

ANNEXURE-II

Annual Contract for Providing UTILITY SERVICES at CSIR-IICT, Hyderabad.

PART - II : FINANCIAL/PRICE BID
TO BE FILLED BY THE CONTRACTOR

Name and address of the firm	
Service Charges as % on Minimum wages notified by the Government. (In terms of Govt of India, Dept of Expenditure OM No. F.6/1/2023-PPD dt 06.01.2023, the minimum floor price from minimum wages based on manpower outsource service is 3.85%)	(In figures)
	(In words)

- Bidders have to quote their Service Charges in Percentage only on minimum wages of Office of the Chief Labour Commissioner (Central), Ministry of Labour & Employment, Hyderabad under the Minimum Wages Act, 1948. All other statutory liabilities like GST, EPF, ESIC, etc. applicable which may vary from time to time as per govt. orders, will be reimbursed to the contractor by CSIR-IICT on production of documentary proof.
- Financial / Price Bids received with zero/Nil service charges will be treated as unresponsive bids and shall be rejected.

Date:

Signature of the Tenderer with Seal & Address

ANNEXURE-III

WORK EXPERIENCE DETAILS

(To be given on Firm's Letter Head neatly typed)

Experience details for UTILITY SERVICES in the last five financial years from 1st April 2019 to 31st March 2024 (in Chronological order) has to be provided in the following format. (Copies of work orders and satisfactory completion certificates exclusively for UTILITY SERVICES from the concerned establishment have to be enclosed)

Sl.No.	Name and Address of the organization	Work ward Letter number and date	From	To	Total Value of the completed valid work	Contact person with Phone No. Email etc.,	Corresponding page No's of work order and completion certificates
1.							
2.							
3.							
4.							
5.							
	Total Contract Amount in the Last five Financial Years.						

(Signature of the CONTRACTOR)

Name:

Seal

ANNEXURE- IV
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Director,
CSIR - Indian Institute of Chemical Technology,
Hyderabad.

Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No: NIT No: IICT/Gen/Utility/2024

Name of Tender / Work: Annual Contract for Providing UTILITY SERVICES AT CSIR-IICT, Hyderabad.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely GEM Portal as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from **Page Nos. 01 to 51** (including all documents like annexure(s), schedule(s), etc which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also beentaken 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 / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Dept. / Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization 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/Performance Security/Security Deposit (if any) absolutely.

Yours Faithfully,

**(Signature of the Contractor with
Official Seal)**

Annexure-V

AFFIDAVIT

(To be executed by the bidder on Rs. 100/- Stamp paper & attested by Public Notary)

I/We state/declare that

- i. **I/We are not involved in any litigation that may have any impact on the delivery of service, as required under this tender.**
- ii. I/We were never black-listed by CSIR-IICT and there was no default made in remitting of ESIC/EPFO /GST etc. at any point of time during the tenure of Contract in CSIR-IICT.
- iii. I/We are not black-listed by any Central/State Government/ Autonomous Bodies/PSU's in India.
- iv. I/We do not have any complaint pending against us with any statutory body.
- v. I/We have not furnished any false/wrong information at any stage and have not suppressed any fact.
- vi. I/We certify that, we are remitting statutory dues/taxes regularly to ESIC/EPFO/Government and no default was made in this regard.
- vii. We further certify that no investigation by a regulatory is pending either against us.

Yours faithfully,

(Signature of the CONTRACTOR)

Place_____

Date_____

Address_____

Name

Designation_____

Seal _____

ANNEXURE-VI

DECLARATION OF RELATIONSHIP

I/We (Name) _____ who is working as CONTRACTOR/ Partner/ Sole Proprietor (**strike out word which is not applicable**) of the (Firm) Name Address do hereby solemnly affirm and declare that **NO RELATIVE(S)** is / are working in any CSIR Laboratories/Institute or CSIR-IICT, Hyderabad.

Signature with date and seal of the tenderer

(OR)

I/We (Name) _____ who is working as CONTRACTOR/Partner/Sole Proprietor (**strike out word which is not applicable**) of the (Firm) do here by solemnly affirm and declare that Sri/Smt./Dr. _____ Designation _____ at CSIR-IICT, Hyderabad or CSIR employee at _____ Laboratories/Institute located at is my relative.

Relative(s) may be the following list person:

[NOTE : A person shall be deemed to be a relative of another if, and only if, (a) they are members of a Hindu Undivided Family (HUF), 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 wife, Daughter (including step daughter), Father's Father, Son's son(s), Grandson's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sister's husband.

ANNEXURE VII

UNDERTAKING BY THE TENDERER

(On the letter head of the firm)

I/We hereby undertake that:

- Full manpower will be engaged on daily basis for the UTILITY SERVICES as per given schedule/instructions.
- I/We have visited the site in order to evaluate the level of services to be rendered and quoted accordingly.
- I/We agree that the payment will not be made for the work not carried out by me/us in any of the above areas.
- I/We agree for the bills payment on monthly pro-rata basis and will ensure that the bills are submitted by 12th day of the month with necessary challans etc.
- I/We agree to pay minimum wages as per notification of Ministry of Labour and Employment/, deposit necessary EPF, ESIC, GST, Professional tax with appropriate authorities as prescribed in the respective acts. Wages payment will be made on or before 7th day of every month based on Biometric attendance of the outsourced workers.
- Substitute will be made available as and when required by the competent authority. Extra manpower if any called for, will be provided on 24 hours' notice.
- Identity Card in Form XIV of Minimum Wages Act will be issued to all the workers within 15 days of award of work and it will be replaced as and when required and a copy of the Identity Card of the workers deployed by me/us will be submitted to Competent Authority.

Date:

Signature & Seal of the Contractor

ANNEXURE VIIIContractor's Bank Account Details and Address on Firm's LETTER HEAD

Ref. No.:

Date:

To,
The Director,
CSIR-Indian Institute of Chemical Technology, Hyderabad.

Dear Sir,

The following is the confirmation/updation of our /my bank account details and we /I hereby affirm that our/my choice to opt for payment through electronic mode for amounts due to me/us under various purchase orders/ contracts/other services provided. I understand that CSIR - IICT, Hyderabad also reserve the right to send the payment due to us/me by Cheque/Demand Draft/Electronic mode or through banker.

A. CONTRACTORS DETAILS

01	Contractor/Firm Name	
02	Address (including Pin Code)	
03	Fax No/E-mail ID	
04	PAN NUMBER	
05	GST NUMBER	
06	MOBILE NUMBER	

B. PARTICULARS OF BANK ACCOUNT

01	Name of the Bank	
02	Branch Name/Branch Code	
03	Branch Address (including PIN Code)	
04	9 Digit MICR No. of the Bank/branch as appeared on the cheque	
05	Account Type (Saving/Current/Cash Credit)	
06	Account Number (as appeared on the cheque book)	
07	IFSC Code of the branch	

We/I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to the Director, CSIR - IICT, Hyderabad. I HEREBY DECLARE THAT THE DETAILS AS MENTIONED ABOVE WILL

NOT BE CHANGED DURING THE CONTRACT PERIOD. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, we/ I shall not hold CSIR-IICT responsible. The online banking charges will be borne by me/us.

01. Bank details to be confirmed by the bankers. Such confirmation shall be duly signed by the bankers.

02. Please enclose a cancelled Cheque.

(Signature of the Contractor with Official Seal)

Annexure IX**Check List**

SL No.	Technical Requirement	Yes/No
1.	Name of the Organisation/Firm and complete address with Telephone/Fax nos, mobile nos. /alternate mobile no. email id etc.	
2.	Name of Organization (whether Private/ Public Sector Undertaking/Sole Proprietor/ Partnership/ Cooperative Society etc.) Documentary proof to be attached. (In case of the firms other than the sole proprietors, an abstract copy of such Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender to be attached).	
3.	Registration details with Labour Licensing Officer / Labour Commissioner and a copy of valid license for providing UTILITY SERVICES is to be attached.	
4.	Bid Security Declaration	
5.	Local Office Address Proof (Proof of address of Hyderabad Office (like GST reg., Trade License, Rent Agreement of Office, Electricity Bill, Telephone Bill etc.)	
6.	GST registration certificate	
7.	EPF Registration No. with Hyderabad sub-code.	
8.	ESI Registration No. with Hyderabad sub-code.	
9.	Copy of PAN card and Income Tax returns for the last five financial years.	
10.	Copies of Balance Sheet for the last five years.	
11.	Work Completion Certificates along with work orders (Satisfactory Performance letters from these cited contract holders must be attached) as per ANNEXURE-III.	
12.	Copy of the Current Bank Solvency Certificate of an amount not less than Rs.38.00 lakhs issued by a nationalized/ Scheduled bank.	
13.	Tender Acceptance Letter as per ANNEXURE-IV.	
14.	Have your firm ever been debarred by any Court of law OR penalized by any Government/CSIR/Private organization? Submit the affidavit as per format provided in ANNEXURE-V.	
15.	Declaration of Relationship as per ANNEXURE-VI.	
16.	Undertaking by the Contractor as per ANNEXURE-VII.	

17	Bank Account details of the Contractor as per ANNEXURE-VIII.	
18	Copy of Firm's registration with Police Authorities and registration particulars.	
19	Copy of Registration number of Telangana Shops and Establishment act.	
20	Declaration by the bidder for Code of Integrity and Conflict of Interest. (as per enclosure on the letter head of the bidder)	[Attach as enclosure & refer here]
21.	Declaration by the bidder for the Integrity Pact. (as per enclosure on the letter head of the bidder)	[Attach as enclosure & refer here]

Annexure - X

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To

The Director,

CSIR-IICT,
Hyderabad

Sir,

With reference to your Tender No. _____ dated _____, I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under point No. 11 of Instructions/Guidelines for the Tenderers of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a.
- b.
- c.

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

(Signature)

(Name of the Authorized Signatory)

(Company Seal)

Annexure - XI

FORMAT OF INTEGRITY PACT

INTEGRITY PACT ON LETTER HEAD OF THE BIDDER

Between

The Council of Scientific and Industrial Research, a society incorporated under the Societies Registration Act- 1860, having its corporate registered office at "Anusandhan Bhavan", 2 Rafi Marg, New Delhi-110001 represented by _____ (name of the procuring Entity) hereinafter referred to as "The Principal" which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns.

And

M/s.....represented by Designated Partner/ Director/ Chief Executive Officer herein referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns.

Preamble

The Principal proposes to procure (Name of the Stores/Equipment/Item) at a competitive price in conformity with the specifications, under laid down organizational procedures and the BIDDER/ Contractor is willing to offer/has offered the stores and

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), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows

Section 1 - Commitments of the Principal

01. 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.
02. 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)

01. The Bidder(s)/Contractor(s) commit him/herself to take all measures necessary to prevent corruption. He commits him/herself 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.
- 02. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 03. The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

- 01. 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

- 01. 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.
- 02. 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

- 01. 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.

02. 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

01. 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.
02. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
03. 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

01. 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

01. 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.
02. 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.
03. 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.
04. 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.

05. 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.
06. 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/her by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
07. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
08. 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.
09. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

01. 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.
02. 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

01. This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
02. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
03. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

- 05. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

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

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

Witness 1: (Name & Address)

Witness 2: (Name & Address)

Annexure - XII

Sample Agreement for providing of Annual Contract for Providing UTILITY SERVICES at CSIR-IICT, Hyderabad.

Agreement to be signed
(This agreement & tender document will be the part of agreement)

This AGREEMENT made on this _____ day of _____ between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act and having its office "Anusandhan Bhawan," Rafi Marg, New Delhi (hereinafter referred to as CSIR) of the ONE PART.

And

M/s _____ at _____

(here in after referred to as Contractor) of the OTHER PART.

WHEREAS the CSIR-IICT is desirous of giving a job contract for "providing UTILITY SERVICES at CSIR-IICT, Hyderabad which is a constituent unit of Council of Scientific and Industrial Research, New Delhi (hereinafter referred to as Lab./Instt.) and whereas the Contractor has offered to "Provide UTILITY SERVICES at CSIR-IICT, Hyderabad" on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provision 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/her 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. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR-IICT has agreed to award the contract of the work of UTILITY SERVICES at CSIR-IICT, Hyderabad hereinafter mentioned as work assigned details of which are given at Annexure 'A

AND WHEREAS the Contractor has agreed to furnish CSIR-IICT a Security deposit of Rs.by way Bank Guarantee or Fixed Deposit Receipt.

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 and terms and conditions of the tender document enclosed as Annexure A 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, a relationship of employer and employee between the said persons and the CSIR-IICT shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned the CONTRACTOR shall formulate the mechanism and duty assignment of work to its personnel in consultation with the Director, CSIR-IICT or his nominee. Subsequently, the CONTRACTOR shall review the work assigned from time to time and advise the Director, CSIR-IICT for further streamlining their system. The CONTRACTOR shall further be bound by and carry out the directions/instructions given to him/her by the Director, CSIR-IICT or the officer designated by the Director, CSIR-IICT in this respect from time to time.
3. That the Director of CSIR-IICT or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the CONTRACTOR in order to ensure that persons deployed by him/her are doing their duties.
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 activities or disorderly conduct, the CONTRACTOR shall immediately withdraw and take suitable action against such persons on the report of the CSIR-IICT in this respect. Further, the CONTRACTOR shall immediately replace the particular person so deployed on the demand of the Director, CSIR-IICT in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

2. That the CONTRACTOR shall carefully and diligently perform the work assigned to him/her as deemed fit by him/her in consultation with the CSIR-IICT. **The CONTRACTOR shall also provide his Supervisor at his own cost for day to day smooth functioning of the persons provided by him/her and shall take care of their EPF/ESI and other statutory payments.**
2. That for 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 duties as per the Scope of Work enumerated in NIT.

3. That the CONTRACTOR shall submit details, such as names, parentage, residential address, age, etc. of the persons deployed by him/her in the premises of the CSIR-IICT. For the purpose of proper identification of the employees of the CONTRACTOR deployed for the work, he shall issue identity cards bearing their photographs/Identification, etc. and as such employees shall display their identity cards at the time of duty.
4. **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. The CONTRACTOR shall pay monthly wages to his workers at the rate of minimum wages fixed by the Central Government or the State Government whichever is higher.**
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.
6. That the CONTRACTOR shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-IICT 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; 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 provisions of the labour laws or any other statutory provisions and shall further keep the CSIR-IICT 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 Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the CSIR-IICT 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-IICT.
9. That the CONTRACTOR shall make the payment of wages, etc. to the persons so deployed electronically to Bank Account in the presence of representative of the CSIR-IICT and shall on demand furnish copies of wages register/muster roll, etc. to the CSIR-IICT for having paid all the dues to the persons deployed by him/her for

the work under the Agreement. This obligation is imposed on the CONTRACTOR to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of CSIR in this respect as per the provisions of Contract Labour (Regulation 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 unauthorized deductions made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employments, Inspection and submission of periodical returns.

10. That the CONTRACTOR shall submit the proof of having deposited that amount of contribution claimed by him/her on account of ESI & EPF towards the persons deployed at CSIR-IICT in their respective names before submitting along with the bill for the subsequent month which will be reimbursed. In case the CONTRACTOR fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents. **Further annual/biannual returns in respect of ESI & EPF should be submitted by the CONTRACTOR and necessary receipts should be submitted to CSIR-IICT along with entire list of his personnel and percentage of deduction.**
11. 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 CSIR-IICT.
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 (Regulation Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling 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, CSIR-IICT, a sum as may be claimed by CSIR-IICT in this regard.
13. The CONTRACTOR shall remove all workers deployed by him/her on termination of the contract or on expiry of the contract from the premises of CSIR-IICT Campus and ensure that no such person shall create any disruption/hindrance/problem of any nature in CSIR-IICT either explicitly or implicitly.
14. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the CONTRACTOR and/or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him/her or in the event of breach of the agreement by the CONTRACTOR.

15. The security money will be refunded to the CONTRACTOR within one month of the expiry of the contract upon the satisfactory performance of the contract.
16. That the CONTRACTOR shall keep the CSIR-IICT 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-IICT is made party and is supposed to contest the case, the CSIR-IICT 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-IICT on demand. Further, the CONTRACTOR shall ensure that no financial or any other liability comes on CSIR-IICT in this respect of any nature whatsoever and shall keep CSIR-IICT indemnified in this respect.
17. The CONTRACTOR shall further keep the CSIR-IICT indemnified against any loss to the CSIR-IICT property and assets. The CSIR-IICT shall have further right to adjust and/or deduct any of the amounts suffered as loss as aforesaid from the payments due to the CONTRACTOR under this contract.
18. That the Contractor shall ensure that the persons so deployed do not allow any property of the CSIR-IICT to be taken out of the premises without a Gate Pass signed by the designated officials of CSIR-IICT. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the Contractor along with subsequent changes, if any. The Controller of Administration/Administrative Officer of CSIR-IICT shall make suitable arrangement to ensure compliance.
19. That the Contractor shall report promptly to CSIR-IICT any theft or pilferage that takes place or where 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 CSIR-IICT and if there is any loss of CSIR-IICT 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 CSIR-IICT.
20. That the uniforms supplied by the Contractor at his own cost to the persons deployed for his work and CSIR-IICT shall have no liability whatsoever on this account. The uniform shall be approved by the Director, CSIR-IICT.

C. CSIR'S OBLIGATIONS

- a. That in consideration of the services rendered by the CONTRACTOR as stated above, he shall be paid lump sum monthly charges. The CONTRACTOR will be responsible for making the payment directly to its workers by 7th of each month from his own sources and subsequently raise the bill for reimbursement, which will be verified on the basis of actual amount disbursed and attendance etc. Such payment shall be made by the 10th day of every month on the basis of the bills

raised by the CONTRACTOR, duly certified by the officer designated by CSIR-IICT in this regard.

- b. The CONTRACTOR shall make payment to the workers either directly or by deposition the payment towards the wages in their bank accounts and submit the bank details to the office with the bill for verification as decided by the Competent Authority.
- c. 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 certification for pro-rata reimbursement. The office on receipt of the bill will check the work record and there after process the bill for payment.
- d. All bills should be submitted on printed forms, duly signed and pre-receipted.
- e. Reimbursement will be made by CSIR-IICT to the CONTRACTOR on monthly basis on submission of bills in duplicate along with the certificate of satisfactory performance of work from the concerned officer of the CSIR-IICT. The payment towards EPF, ESI contributions, Professional Tax and GST shall be claimed by the CONTRACTOR on submission of proof of remittance.
- f. The payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR-IICT to the CONTRACTOR.
- g. That the CSIR-IICT shall reimburse the amount of Goods & Service Tax (GST), if any, paid by the CONTRACTOR to the authorities on account of the services rendered by him/her. This reimbursement shall be admissible on production of proof of deposit of the same by the CONTRACTOR.
- h. The number of outsourced workers may increase/decrease depending upon the requirement as envisaged by the Director, CSIR-IICT. The list of all outsourced workers deployed in the CSIR-IICT, containing their residential address, age, educational qualifications shall be submitted to the office at the commencement of the Contract. The Contractor will further intimate any subsequent change about their particulars from time to time.

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 officers authorized by the Director, CSIR-IICT in this 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 shall come into force w.e.f and shall remain in force for a period of one year. This 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 expiry of the contract period as stated above
 - b. By giving one month's notice by the CSIR-IICT on account of:
 - i. Committing breach by the Contractor of any 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-IICT, Hyderabad; and
 - iii. 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 before till the expiry of notice period.

F. ARBITRATION

In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever, the same shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi whose decision thereon shall be final and binding on the parties thereto.

The entire Tender Documents Viz. NIT, Quotation etc., shall form part of the Agreement and the performance of the Contract shall be regulated accordingly.

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

Controller of Administration
For and on behalf of CSIR-IICT

Counter signature

Controller of Finance & Accounts

For and on behalf of Contractor

WITNESS

- 1.
- 2