



# **CSIR-NATIONAL ENVIRONMENTAL ENGINEERING**

## **RESEARCH INSTITUTE (NEERI)**

**(Council of Scientific & Industrial Research)**

**NEHRU MARG, NAGPUR – 440 020**

## **E-TENDER FORM**



### **E-TENDER NOTICE (THROUGH CPPP)**

**Job Contract of**

**“Implementation of Waste management system**

**in CSIR-NEERI premises for two years”**

# E-TENDER NOTICE (THROUGH CPP-Portal) FOR JOB CONTRACT OF IMPLEMENTATION OF WASTE MANAGEMENT SYSTEM IN CSIR-NEERI PREMISES

Nehru Marg, Nagpur – 440 020  
(Council of Scientific & Industrial Research)

## Notice Inviting Tender

E-Tenders through CPP-Portal in two bid system, i.e. Technical Bid & Financial Bid **for Implementation of Waste Management System in CSIR-NEERI premises** are invited by the Director, CSIR-NEERI from agency/contractor having experience in carrying out similar work with Central Govt./State Govt./Autonomous bodies /Local bodies/PSUs etc., and holding valid License under the provision of Contract Labor (Regulation & Abolition) Act, 1970). The technical bid will be opened first and analyzed and evaluated by a committee. The technical bid should contain all the documents that will make the agency technically qualified as per the tender terms. The financial bids of only technically qualified bidders will be opened. The financial bid shall contain only the price bid as per prescribed proforma in the tender.

Jobs Title	Cost of Tender Document	EMD (in Rs.)  (The applicable benefits as per rule under MSME certificate will be extended )	Bid Submission start Date	Bid Submission end date	Bid opening date
<b>Tender for Outsourcing the jobs/activities of Implementation of Waste Management System in CSIR-NEERI premises</b>  <b>(Estimated cost - Rs.33,00,000/- for two years)</b>	Free through CPP Portal	Rs.66,000/-  The EMD may be deposited through Account Payee Demand Draft , in favour of Director, NEERI Nagpur	2.9.2022	26.9.2022	27.9.2022

The contractors/agencies shall make payment to workers deployed by him as per Minimum Wages Act, 1948 as notified by Ministry of Labor, Government of India from time to time. In addition to the wages, the contractor shall be liable to make payments of all the statutory benefits (viz. ESI, EPF, Bonus etc. and all other relevant applicable acts) admissible to his workers as per the law applicable. The Contractor shall be solely responsible for the compliance and observance of Contract Labour (Regulation & Abolition) Act, 1970).

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

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

**ADMINISTRATIVE OFFICER**

### **TECHNICAL BID**

#### **INSTRUCTIONS FOR THE CONTRACTOR/AGENCY**

##### **1. Essential Criteria for Qualification**

Tenders are invited from Firm/Company/ Agency/Contractor/NGO working in the field of work as described below :-

- i. The Agency should have minimum two years work experience on the work as defined under the scope of work.
- ii. The agency should have annual turnover of minimum of Rs.16,50,000/- per annum in the last 3 financial years 2019-2020, 2020-2021 & 2021-22. Turnover certificate from a Chartered Accountant may be submitted for the same.
- iii. Registration with PT, GST, Income Tax, EPF & ESIC( Submit the documents in support.)
- iv. Income Tax Return for the year 2019-2020, 2020-2021 & 2021-22 to be submitted.
- v. Attested copy of Labour Licence under contract labour (Regulation & Abolition Act, 1970).
- vi. Status: Whether Proprietor / Firm / Company/Partnership Firm. Certificate to be attached with the technical bid.
- vii. The Agency should have experience of working with one or more government agencies or society with 250 or more homes, for Solid Waste Management.
- viii. The Agency should submit details about the past experience of waste collection and transportation to Solid Waste management site or carrying out similar assignments. Certificate to be attached with the technical bid.

- ix. Declaration showing all works of similar types and magnitude carried out and on hand along with certificate of satisfaction from the institution to whom the Agency has provided services should also be submitted.
- x. All necessary documents shall be submitted on portal by the tenderers.
- xi. The Agency should have permission from Nagpur Municipal Corporation (NMC) to dump waste at NMC designated site at the time of submission of bid. In case they do not have permission, they are required to submit undertaking that permission will be in place within one month of receiving work order, failing which the contract is liable to be cancelled without notice.
- xii. EMD of Rs. 66,000/- may be accepted in the form of Account Payee Demand Draft from any of the Commercial Banks safeguarding the purchaser's interest in all respects, in favour of Director, NEERI Nagpur. The applicable benefits as per rule under MSME certificate will be extended.
- xiii. Tenders received after the due date and the scheduled time will be rejected summarily.

## 2. Scope of Work

Implementation of municipal solid waste management system in CSIR-NEERI premises

- i. Collection of waste from designated places in CSIR-NEERI premises once a day. The waste will consist of wet waste, dry waste and leaf / biomass waste.
- ii. The dry & wet wastes must be collected separately and transported to the designated waste management site within the premises. The waste transportation vehicle must be provided by the agency. The vehicle should have compartments for segregation of waste as described below.
- iii. Segregation of the collected waste into different categories are as follows:
  - Wet waste i.e. biodegradable waste such as food waste
  - Recyclable dry waste such as paper, plastic, metal, glass, textiles etc
  - Hazardous wastes like sanitary napkins, mosquito repellents, cleaning agents, paints etc.
  - E-waste
  - Leaf/ biomass waste
  - Residual waste (other than above)
- iv. The agency should dispose the recyclable materials to suitable recyclers. The non-recyclable waste should be disposed as per Nagpur Municipal Corporation (NMC) guidelines, which are subject to revision from time to time. The agency should obtain permission from NMC for disposal of such waste at the NMC identified site. The permission must be obtained within 1 month from award of contract. The charges for the same, if any, will be borne by the agency. The transportation of waste to the NMC site will also be carried out by the agency.
- v. The agency will also carry out shredding of paper waste and its disposal to authorized recyclers. The paper shredder will be provided by NEERI.

- vi. The agency will be responsible for processing of the wet waste as follows. The processing will include transportation of wet waste to waste management site, its drying, shredding and filling in waste management units. The waste should then be turned and mixed at regular intervals for a period of about 15-30 days. The resulting processed waste should then be removed from the waste management units and transported to designated sites within the campus. Waste management units (tumbler composters, compost pits and activator culture) for this purpose will be provided by NEERI.
- vii. The agency will also process the plant biomass and leaf waste as follows. The processing will include transportation to waste management site, its drying, shredding and filling in waste management pits. The waste should then be turned and mixed at regular intervals for a period of about 15-30 days. The processed waste should then be removed from the waste management pits and transported to designated sites within the campus. Wood chipper, leaf shredder, waste management pits and activator culture for this purpose will be provided by NEERI.
- viii. Resource personnel, personal protective equipments and any other material/tool required for the above activity should be provided by your agency.

### **NEERI's contribution**

- i. Provision of space to store the waste in segregated form before recycling/ processing.
- ii. Tumbler composters, compost pits and activator culture
- iii. Provision of paper shredder, leaf shredder and wood chipper with electricity.
- iv. The above facilities provided by NEERI must be carefully used by the agency. Appropriate penalty will be charged to make good any damage arising out of mis-handling by the agency.

### **Working hours for Activity**

The agency shall have to complete the above activities of waste collection, segregation, transportation and processing as per above guidelines in 8 hrs duration per day excluding lunch hours, seven days a week. The collection of waste should start at 7.00 AM and complete by 11 AM every day.

### **3. Contract Price**

The quoted contract price shall be inclusive of all services of the work and all the applicable state and central taxes, labour charges, etc.

### **4. Payment terms**

- i. The Agency shall raise monthly bills to the NEERI for above activity at the rate quoted in Annexure 1 and as finally agreed and approved under the contract which shall be paid within 15 days of submission of the bill. Agency has to submit his monthly bill

during 1<sup>st</sup> week of next month with complete details to the NEERI with duly certified attendance sheet of labourers. Agency will be paid on monthly basis subject to his satisfactory performance.

- ii. Income Tax as per statutory provision shall be borne by the Agency. The NEERI shall deduct all statutory taxes like Income Tax, TDS on GST, etc. from monthly payments being made to the Agency. GST will be paid on reimbursement basis as per actual on the basis challans enclosed. Corporate Tax/any tax assessed on the income of the Agency shall be the responsibility and payable by the Agency.

## **5. Inspection**

The Director, CSIR-NEERI reserves the right to carry out inspection, as and when required, of the various locations where work is in progress, without intimating the Agency. Any shortcoming found during inspection shall have to be attended immediately by the Agency or his supervisor.

## **6. Termination of Contract**

The Contract shall stand terminated at the end of the Contract period unless extended by the CSIR-NEERI in writing. Either Party can terminate the Contract by giving prior written Notice of at least 60 days. Contract will also stand terminated automatically if the non-performance in operation facility waste collection, irregularities in work, or penalties imposed during more than one in a month or exceeds 10% bill amount. In such case, no prior notice will be required.

## **7. General Conditions of Contract**

- i. Tenders in two bid system, i.e. Technical Bid & Financial Bid **for Implementation of Waste Management System in CSIR-NEERI premises”** are invited by the Director, CSIR-NEERI from agency/contractor having experience in carrying out similar work with Central Govt./State Govt./Autonomous bodies under Central/State Govt./Local authorities and holding valid License under the provision of Contract Labour (Regulation & Abolition) Act, 1970 at CSIR-NEERI, Nagpur). The technical bid will be opened first and analyzed and evaluated by a committee. The technical bid should contain all the documents that will make the agency technically qualified as per the tender terms. The financial bids of only technically qualified bidders will be opened. The financial bid shall contain only the price bid as per prescribed proforma in the tender.
- ii. The contractors/agencies shall make payment to workers, deployed by him as per Minimum Wages Act, 1948 as notified by Ministry of Labour, Government of India from time to time. In addition to the wages, the contractor shall be liable to make payments of all the statutory benefits (viz. ESI, EPF, Bonus etc. and all other relevant applicable acts) admissible to his workers as per

the law applicable. The Contractor shall be solely responsible for the compliance and observance of Contract Labour (Regulation & Abolition) Act, 1970 at CSIR-NEERI, Nagpur.

- iii. The validity period of the tender offer submitted for this work shall be of Ninety (90) calendar days from the date of opening of the offer for this work.
- iv. All financial arrangement for this project shall be arranged by the Agency. CSIR-NEERI shall not be responsible for the Financial Constraints during the work in progress, especially expenses and wages of the labourers deployed in compliance of Minimum Wages Act
- v. Agency shall engage skilled labourers and supervisor for operating the project during the period of contract. The salary of the staff and all other expenses shall be borne by the Agency.
- vi. The Agency shall be responsible for any damage occurring to the CSIR-NEERI's property and general public, in case the cause is attribute to the labourers/supervisors. The Agency shall have to get the same rectified at his own cost and risk. The Agency shall ensure that none of his cleaning staff indulges in any activity deemed illegal or unlawful, during the working hours. The supervisor/skilled labourers shall always be dressed in acceptable uniforms. The Agency shall ensure, at all times, that his supervisors/skilled labourers do not misbehave with the CSIR-NEERI's staff or general public while working. The personnel found misbehaving shall be immediately removed from the work at the risk of the Agency. The CSIR-NEERI shall not be responsible for any injury/death to the supervisors/skilled labourers deputed by the Agency. It is the responsibility of the Agency to ensure his personnel follow the safety regulations strictly, which are in force from time to time. The Agency shall obtain all necessary approvals, permits and licenses to operate the said service. The CSIR-NEERI shall in no way be responsible for the loss occurring to the Agency on this count.
- vii. The agency should ensure safe handling of facilities provided by CSIR-NEERI, such as shredders, compost units etc. If there is any loss to the Institute on account of mis-handling on the part of agency workers, the contractor shall make good on demand the loss to the Institute.
- viii. The Agency shall be responsible for providing any specialized equipment required for the execution of the contract. No areas shall be left unattended to, for the want of such equipments as per the plan given.
- ix. The Agency, in performing the obligations under the contract, shall use no harmful chemicals or reagents. If at all the same are to be used sparingly, prior approval from CSIR-NEERI is imminent, without which the loss arising out of the same shall debited to the Agency.
- x. The Director, CSIR-NEERI reserves the right to impose financial penalty not exceeding 10% of the monthly bill in a month in case the work is not found up to the mark, during the routine inspection carried out by the CSIR-NEERI staff. The decision

- on amount of penalty within the above limit is sole discretion of the Director, CSIR-NEERI and shall be binding on the Agency.
- ix. The Agency shall maintain a First Aid Kit and other necessary medicines including bandages, antiseptic creams/liquid, anti-burn cream/powder as required to attend to any emergency situations.
  - x. The successful Agency shall have to enter into an Agreement with CSIR-NEERI after approval of Director, CSIR-NEERI on the bids so received.
  - xi. A security deposit of 3% of the approved amount (financial quote) shall be pledged in the name of Director, CSIR- NEERI, it is interest-free and shall be released after expiry of the Contract after necessary adjustments, if required.
  - xii. The applicants /Bidders shall understand the aforementioned Terms & conditions & other information provided before quoting their rates.
  - xiii. That the CONTRACTOR shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of the aforesaid statutory provisions. CONTRACTOR's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, CSIR shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the CONTRACTOR's monthly payments.

## **8. Dispute Resolution / Arbitration**

- 1. In the event of any question/ dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
- 2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.
- 3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

## **9. Termination for default:**

The CSIR-NEERI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or part.



- (a) If the Bidder fails to deliver any or all of the service within the period(s) specified in the contract, or within any extension thereof granted by the CSIR-NEERI pursuant to contract on Extension of Time ; or
- (b) If the Bidder fails to perform many other obligation(s) under the contract.
- (c) If the Bidder, in the judgement of the CSIR-NEERI has engaged in corrupt or fraudulent or collusive or coercive practices, etc. as defined in CONTRACT TERMS Clause on code of integrity in competing for or in executing the contract.

In the event the CSIR-NEERI terminates the contract in whole or in part, he may take recourse to any one or more of the following actions :

- (i) The CSIR-NEERI may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable for all available actions against it in terms of the contract.
- (ii) However, the Bidder shall continue to perform the contract to the extent not terminated.

#### 10. **Termination of Insolvency**

Either party can exit from the contract after giving notice of one month before the termination. The service that is complete and ready shall be accepted by the CSIR-NEERI at the contract terms and charge. For the remaining service, the CSIR-NEERI may elect.

- (a) To have any portion completed and delivered at the contract terms and prices ; and/or
- (b) To cancel the remainder and pay to the Bidder an agreed amount for partially completed service and any job previously procured by the Bidder.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### 11. **Discretion:**

The Director, CSIR-NEERI reserves the right to accept/reject any or all e-tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders. Director, CSIR-NEERI reserves the right to reduce / enhance the period of assignment without assigning any reasons.

### **UNDERTAKING**

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

Signature & Stamp of the Bidder/Consultant

**(For The Tenderer)**

I/We hereby undertake that:-

1. I am willing to provide services for outsourcing the jobs/activities for the NEERI Headquarters, Nagpur for the works indicated above.
2. I agree to the deduction of Income Tax at source at applicable rates and any other taxes applicable per month or at any modified rate notified under Income Tax Act by the Govt. of India, from time to time.
3. I agree to provide separate documentary evidence about the remittance of ESI, EPF etc. in respect of workers deployed by me at NEERI.
4. GST will be initially paid by me and got reimbursed by submitting the proof of remittance every month. I agree to provide separate receipt of GST deposited by me in respect of payments received from NEERI in the following month.
5. The rates as quoted would be applicable for entire period of the contract and I/we will not make any claim for additional charges under any circumstances.
6. The complete supervision over the work and the workers will be done by me/my representative.
7. Relationship with NEERI employee, if yes, please provide details: Yes / No

Name of Employee	Designation	Relationship

Accordingly, I am enclosing Crossed Demand Draft for an amount of Rs.66,000 /- towards EMD. The EMD may be accepted in the form of Account Payee Demand Draft safeguarding the purchaser's interest in all respects, vide No. ....dated..... drawn in favour of Director, CSIR-NEERI, Nagpur-20.

**NOTE :- The tenderer must submit his tender form in original only**

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

## **FINANCIAL BID**

**(To be submitted in separate sealed envelope)**

The lump sum monthly amount for undertaking Job contract of “**Implementation of Waste Management System**” at CSIR-NEERI premises, Nagpur is as under;

<b>Sr. No.</b>	<b>Description</b>	<b>Lump sum Rate per Annum</b>
1	Implementation of Waste Management System in CSIR-NEERI premises	Rs. .... per annum
2	GST ..... % (as applicable)	Rs.....
3	*Total	Rs. ....per annum

\*The lumpsum amount once quoted will not be altered under any circumstances.

**Date:**  
**Contractor**

**Place:**

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

# Draft

## AGREEMENT

This Agreement, for the work of Job contract of **‘Implementation of Waste Management System in CSIR-NEERI premises’** made on this <> day of <> 2022.

BETWEEN

**This AGREEMENT** made on this <>day of <>, **2022** between COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act (XXI of 1860) having its Registered Office at “Anusandhan Bhawan”, Rafi Marg, New Delhi (hereinafter referred to as “CSIR”) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the ONE PART.

And

M/s \_\_\_\_\_ (hereinafter referred to as CONTRACTOR/Agency) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the OTHER PART.

**WHEREBY** it is agreed as follows:

1. The Contractor shall collect the garbage from designated places, sorting the solid waste as bio-degradable and non bio degradable garbage, and transportation of solid waste in the earmarked landfill area as per Municipal Solid Waste Rules 2000, processing of the biodegradable waste within CSIR-NEERI premises.
2. All terms & conditions mentioned in the work order no. \_\_\_\_\_ dt/- ..... has to be adhered to by both the Parties.
3. The Contractor agrees that in no case they will pay to workers engaged by them, wages less than the minimum wages prescribed by the Government for categories of the workmen employed to do the work as specified above.

4. The Contractor agrees to provide solid waste management facility to the satisfaction of the CSIR on all days throughout the year including national and other holidays including Sundays.
5. The Contractor will deploy and engage only such persons on the work, who are efficient, honest and diligent to undertake all the assignments.
6. The Contractor shall issue Identity Cards to all the employees and supervisors deployed CSIR-NEERI which will bear the photograph of the employee duly countersigned by the authorized officer of the CSIR. The employees shall also wear the uniform as provided by the contractor at their own cost.
7. If any liability arises due to any act of employees of the Contractor or on account of any statutory provision(s) and the CSIR makes the payment of such dues, the CSIR will be at liberty to recover the same from the bill of the Contractor or otherwise from their assets.
8. Be it clearly understood that and agreed upon that by this Agreement no relationship of employer and employee is created between the CSIR and the staff engaged by the Contractor. It will be the responsibility of the Contractor to pay the wages in time and to ensure compliance of the various labor laws under central/state government regulations in force from time to time.
9. The Contractor shall submit the personal bio-data of each and every worker deployed in CSIR-NEERI, Nagpur which shall contain the Name, Father's/Husband's Name, Local and permanent address, photograph, educational data, work experience etc.
10. This Agreement is valid for a period of **24** months from ..... 2022 to ..... 2024.
11. The Contractor shall be responsible to comply with the requirements of the Contractor Labor laws and the rules and regulations made by the Central and State Governments. Any noncompliance of the provisions of the Contract Labor Act and its rules and regulations shall be condition or giving a notice for termination of this Agreement by the CSIR to the Contractor.
12. The terms and conditions as stated in the work order no..... dated ..... shall be the integral part of this agreement as under.

### **(I)SCOPE OF WORK**

#### **Implementation of municipal solid waste management system in CSIR-NEERI premises**

- i. Collection of waste from designated places in CSIR-NEERI premises once a day on daily basis. The waste will consist of wet waste, dry waste and leaf / biomass waste.
- ii. Transportation of above wastes to the designated waste management site, which will be provided by NEERI within the premises. The waste transportation vehicle

should be provided by the agency. The vehicle should have compartments for segregation of waste as described below.

- iii. Segregation of the collected waste into different categories as follows:
- Wet waste i.e. biodegradable waste such as food waste
  - Recyclable dry waste such as paper, plastic, metal, glass, textiles etc
  - Hazardous wastes like sanitary napkins, mosquito repellents, cleaning agents, paints etc.
  - E-waste
  - Leaf/ biomass waste
  - Residual waste
- iv. The agency should dispose the recyclable materials to suitable recyclers. The non-recyclable waste should be disposed as per Nagpur Municipal Corporation (NMC) guidelines, which are subject to revision from time to time. The agency should obtain permission from NMC for disposal of such waste at the NMC identified site. The permission must be obtained within 1 month from award of contract. The charges for the same, if any, will be borne by the agency. The transportation of waste to the NMC site will also be carried out by the agency.
- v. The agency will also carry out shredding of paper waste and its disposal to authorized recyclers. The paper shredder will be provided by NEERI.
- vi. The agency will be responsible for processing of the wet waste as follows. The processing will include transportation of wet waste to waste management site, its drying, shredding and filling in waste management units. The waste should then be turned and mixed at regular intervals for a period of about 15-30 days. The resulting processed waste should then be removed from the waste management units and transported to designated sites within the campus. Waste management units (tumbler composters, compost pits and activator culture) for this purpose will be provided by NEERI.
- vii. The agency will also process the plant biomass and leaf waste as follows. The processing will include transportation to waste management site, its drying, shredding and filling in waste management pits. The waste should then be turned and mixed at regular intervals for a period of about 15-30 days. The processed waste should then be removed from the waste management pits and transported to designated sites within the campus. Wood chipper, leaf shredder, waste management pits and activator culture for this purpose will be provided by NEERI.
- viii. Resource personnel, personal protective equipments and any other material/tool required for the above activity should be provided by your agency.

#### **NEERI's contribution**

- 1) Provision of space to store the waste in segregated form before recycling/ processing.
- 2) Tumbler composters, compost pits and activator culture

- 3) Provision of paper shredder, leaf shredder and wood chipper with electricity.
- 4) The above facilities provided by NEERI must be carefully used by the agency. Appropriate penalty will be charged to make good any damage arising out of mishandling by the agency.

## **(II) WORKING HOURS FOR ACTIVITY**

- i. The agency shall have to complete the above activities of waste collection, segregation, transportation and processing as per above guidelines in 8 hrs duration per day excluding lunch hours, seven days a week. The collection of waste should start at 7.00 AM and complete by 11 AM every day.

## **(III) CONTRACT PRICE**

The quoted contract price shall be inclusive of all services of the work and all the applicable state and central taxes, labour charges, etc. The lumpsum contract value for one year is Rs. ....(Rupees .....only) as per your quotation. However the bills will be paid on equated monthly installments.

## **(IV) PAYMENTS TERMS**

- xi. The Agency shall raise monthly bills to the NEERI for above activity at the rate quoted as above, and CSIR-NEERI shall endeavour to pay the contractor within 15 days of submission of the bill. Agency has to submit his monthly bill, complete in all respects, during 1<sup>st</sup> week of next month with complete details to the NEERI with duly certified attendance sheet of labourers. Agency will be paid on monthly basis subject to his satisfactory performance.
- xii. Income Tax as per statutory provision shall be borne by the Agency. The NEERI shall deduct all statutory taxes like Income Tax, TDS on GST, etc. from monthly payments being made to the Agency. GST, EPF ESIC etc will be paid on reimbursement basis as per actual on the basis challans enclosed. Corporate Tax/any tax assessed on the income of the Agency shall be the responsibility and payable by the Agency.

## **(V) INSPECTION**

The Director, CSIR-NEERI reserves the right to carry out inspection, as and when required, of the various locations where work is in progress, without intimating the Agency. Any shortcoming found during inspection shall have to be attended immediately by the Agency or his supervisor.

## **(VI) TERMINATION OF CONTRACT**



The Contract shall stand terminated at the end of the Contract period unless extended by the CSIR-NEERI in writing. Either Party can terminate the Contract by giving prior written Notice of at least 60 days. Contract will also stand terminated automatically if the non-performance in operation facility waste collection, irregularities in work, or penalties imposed during more than one in a month or exceeds 10% bill amount. In such case, no prior notice will be required. The decision of the Director ,CSIR-NEERI shall be binding.

#### **(VII) GENERAL CONDITIONS OF CONTRACT**

- i. The contractors/agencies shall make payment to workers, deployed by him as per Minimum Wages Act, 1948 as notified by Ministry of Labour, Government of India from time to time. In addition to the wages, the contractor shall be liable to make payments of all the statutory benefits (viz. ESI, EPF, Bonus etc. and all other relevant applicable acts) admissible to his workers as per the law applicable. The Contractor shall be solely responsible for the compliance and observance of Contract Labour (Regulation & Abolition) Act, 1970 at CSIR-NEERI, Nagpur.
- ii. You should submit the License issued by the Office of Assistant Labour Commissioner (Central), Nagpur, covering this contract under Contract Labour (Regulation & Abolition) Act, 1970, valid for the entire contract period.
- iii. NEERI shall not be responsible for the Financial Constraints during the work in progress, especially expenses and wages of the labourers deployed in compliance of Minimum Wages Act.
- iv. Agency shall engage suitable labourers and supervisor for operating the project during the period of contract. The salary of the staff and all other expenses shall be borne by the Agency.
- v. The Agency shall be responsible for any damage occurring to the NEERI's property and general public, in case the cause is attribute to the labourers/supervisors. The Agency shall have to get the same rectified at his own cost and risk. The Agency shall ensure that none of his cleaning staff indulges in any activity deemed illegal or unlawful, during the working hours. The supervisor/skilled labourers shall always be dressed in acceptable uniforms. The Agency shall ensure, at all times, that his supervisors/skilled labourers do not misbehave with the NEERI's staff or general public while working. The personnel found misbehaving shall be immediately removed from the work at the risk of the Agency. The NEERI shall not be responsible for any injury/death to the supervisors/skilled labourers deputed by the Agency. It is the responsibility of the Agency to ensure his personnel follow the safety regulations strictly, which are in force from time to time. The Agency shall obtain all necessary approvals, permits and licenses to operate the said service. The NEERI shall in no way be responsible for the loss occurring to the Agency on this count.

- vi. The agency should ensure safe handling of facilities provided by NEERI, such as shredders, compost units etc. If there is any loss to the Institute on account of mis-handling on the part of agency workers, the contractor shall make good on demand the loss to the Institute.
- vii. The Agency shall be responsible for providing any specialized equipment required for the execution of the contract. No areas shall be left unattended to, for the want of such equipments as per the plan given.
- viii. The Agency, in performing the obligations under the contract, shall use no harmful chemicals or reagents. If at all the same are to be used sparingly, prior approval from NEERI is imminent, without which the loss arising out of the same shall debited to the Agency.
- ix. The Director, NEERI reserves the right to impose financial penalty not exceeding 5% of the monthly bill in a month in case the work is not found up to the mark, during the routine inspection carried out by the NEERI staff. The decision on amount of penalty within the above limit is sole discretion of the Director, NEERI and shall be binding on the Agency.
- x. The Agency shall maintain a First Aid Kit and other necessary medicines including bandages, antiseptic creams/liquid, anti-burn cream/powder as required to attend to any emergency situations.
- xi. A security deposit of 3% of the approved amount (Rs. \_\_\_\_\_) i.e. Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) shall be furnished to CSIR-NEERI as in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt. Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects, in favour of Director, NEERI Nagpur from a Nationalized bank valid for a period of 30 months w.e.f. the date of award of contract. It is interest-free and shall be released after expiry of the Contract after necessary adjustments, if required.
- xii. That the CONTRACTOR shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of the aforesaid statutory provisions. CONTRACTOR's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, CSIR shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the CONTRACTOR's monthly payments.
- xiii. The Agency should obtain permission from Nagpur Municipal Corporation (NMC) to dump waste at NMC designated site within one month of receiving work order, failing which the contract is liable to be cancelled without notice.

- xiv. It shall be the duty and responsibility of the contractor to ensure that all the provisions of rules, regulations and laws are fully complied with and there is no breach thereof for the successful execution of the contract. The contractor shall obtain all necessary permits, licenses etc. under the law so that there is no penal action by the authorities. The contractor is also required to advise CSIR-NEERI to take all necessary steps, with a view to achieve the aforementioned. In the event of any penal action by any authority, it shall be duty and responsibility of the contractor to indemnify CSIR-NEERI against such penal actions at its own cost.
- xv. In the event of requirement of interpretation, clarification, arising of unforeseen circumstances, the contractor is required to sort out issues through joint discussion with the representatives of the Director, CSIR-NEERI whose decision shall be final and binding upon both the parties.
- xvi. The contractor should ensure that all necessary steps has been taken care of for the successful and timely completion of the contract.

#### **(VIII) ARBITRATION**

1. Any difference/dispute arising out of the agreement shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.
2. The Arbitrator may give interim award(s) and/or directions, as may be required.
3. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made there under and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
4. The other terms and conditions enumerated in the NIT and Tender document shall be the part of this agreement.

In WITNESS WHEREOF both the parties mentioned above append their signatures in having accepted the above terms and conditions.

For and on behalf of  
[CSIR]

the CONTRACTOR  
Research

For and on behalf of

Council of Scientific & Industrial

Anusandhan Bhavan, Rafi

Marg,

New Delhi – 110

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WITNESS

1.

F&AO 2.  
NAGPUR - 20

Countersigned by  
CSIR-NEERI,