



सीएसआईआर-संरचनात्मक अभियांत्रिकी अनुसंधान केन्द्र
CSIR-STRUCTURAL ENGINEERING RESEARCH CENTRE
सीएसआईआर रोड, तरमणी, चेन्नै CSIR Road, Taramani, Chennai 600 113

E-TENDER DOCUMENT

2023-2024

**Providing Highly Skilled, Skilled, Semi-skilled
and Unskilled manpower at CSIR-SERC**



CSIR-SERC, CSIR Road, Taramani, Chennai – 600 113.

☎ 2254 9101 / 2254 9231 / 2254 4779

Website : www.serc.res.in

E-mail : admoff@serc.res.in



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निविदाकार का हस्ताक्षर Signature of the Tenderer
निविदाकार का नाम व पता, कार्यालय के मोहर सहित
Name & Address of the Tenderer with Office Seal

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CSIR-STRUCTURAL ENGINEERING RESEARCH CENTRE

(Council of Scientific & Industrial
Research) CSIR Campus, Taramani,
Chennai – 600 113.

☎ 2254 9101/ 2254 9231/ 2254 4779

No. A2(1574)/2023/GI

Date: 31/08/2023

NOTICE INVITING e-TENDER

CSIR-SERC solicits ONLINE bids under Two Bid System (Technical bid & Price bid) to awarding contract for Providing Highly Skilled, Skilled, Semi-Skilled & Unskilled manpower from registered and experienced contractors who have executed similar works satisfactorily during the last **three years** either in CSIR or in Government Departments/ Public Sectors Undertakings/ reputed private organizations for the following service contract at CSIR-SERC, Taramani, Chennai through ONLINE. **Offline quotations will not be accepted.**

S.No.	Name of Work	Estimated Value (Rs.)	Bid Security	Duration
1.	Providing Highly Skilled, Skilled, Semi-skilled & Unskilled man power for CSIR-SERC.	8.11 Crores/-	Bid Security Declaration to be submitted* (Annexure IV)	ONE YEAR

*** Bids without Bid Security declaration will be summarily rejected.**

The contractor should have office/branch located in Chennai. The bidder should submit annual turnover certificate from Chartered Accountant in Annexure-III. The Contractor should have executed at least **one work** of similar nature of annual value of Rs. 6.49 Crores (80% of EV) **or two works** of similar nature of annual value of Rs. 4.06 Crores each (50% of EV) **or three works** of similar nature of annual value of Rs. 3.25 Crore each (40% of EV) during last three years in major institutions like Scheduled Banks/ Insurance Companies/Central or State Government Departments/ Public Sector Undertakings/ CSIR Labs./Large Industrial/Educational Campuses/ reputed private bodies.

Works of similar nature includes providing Highly Skilled, Skilled, Semi-skilled and Unskilled towards manpower services who are capable of handling works as described in the Scope of Work. The works completed during last three years will be considered. **Last three years shall be defined as Financial year 2019-20, 2020-21 & 2021-22 respectively. Running contracts will not be considered.**

The prospective tenderers may satisfy themselves about the requirements by visiting the CSIR-SERC, Taramani, Chennai on any working day (Monday to Friday) between 10.00 am and 4.00 pm before the submission of bid.

Bidder should submit duly signed declaration in lieu of submission of Bid Security in the prescribed 'Proforma for Bid Security Declaration' (Annexure IV). **Bids without Bid Security declaration will be summarily rejected.**

The bid should be submitted in the e-procurement portal at <https://www.etenders.gov.in> only. **No manual bids will be accepted.**

CSIR-SERC, Chennai may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on CSIR-SERC website www.serc.res.in/ <https://www.etenders.gov.in> at least three days in advance of date fixed for opening of tender. The bidders must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s), if any, is also to be submitted, duly stamped and signed along with the submission of the tenders. Any tender submitted without the addendum(s)/corrigendum(s), if any, is liable to be rejected.

It may be noted that if any information furnished by the bidder is found to be incorrect at a later stage, he shall be liable to be debarred from tendering.

The Director, CSIR-SERC reserves the right to accept or reject any or all the tenders without assigning any reason thereof and his / her decision shall be final and binding.

Administrative Officer
CSIR - SERC

Schedule for Submission and Opening of Bids:-

Submission of e-Tenders	Due Date & Time
a) Technical Bid b) Price Bid (Prices to be filled online in separate BOQ file only)	21.09.2023 by 3.00 PM (Thursday)
Opening of Technical Bid	22.09.2023 at 3.00 PM (Friday)
Opening of Price Bid (BOQ) Price Bid (BOQ) will be opened for the technically successful bidders only.	To be informed later

SCOPE OF WORK

1. Manpower for Data Entry Operations.
2. Manpower for preparation of test set up in the Laboratories, assisting while testing, affixing strain gauges, arranging routing of data cables, connecting sensors to the DAQ system, application of loads, Displacement and acceleration sensors.
3. Manpower for Mixing of concrete, arrangements for casting of test specimens.
4. Manpower for Collecting materials, helping in casting specimens, demolding specimens, shifting specimens to curing tanks. Collecting from curing tank to the testing place, dismantle and cleaning of tested specimens and disposal after tests. Any other related work as assigned by the scientists / officers.
5. Number of manpower is likely to increase or decrease at any point of time. The numbers initially engaged shall not be the final numbers. No guarantee will be provided for the minimum number of manpower to be deployed.
6. The manpower engaged may be deployed at on-site away from the Headquarters depending upon the project needs. Cost of travel tickets, food, accommodation and insurance if any will be reimbursed to the contractor as per actuals / as per applicable rates whichever is less.
7. Special nature of work: Deployment of Electricians with 'B' license for operation and maintenance of Electrical Sub-station round the clock, plumbing & carpentry works etc.
8. **Festival Leave: The contractual manpower engaged in Electrical Sub-station and Guest-House functioning round the clock basis (24x7) identified by the office are coming under essential services for CSIR-SERC at present and are eligible to get nine days festival leave wages per annum per head as per rules.**

General Terms and Conditions for Providing Highly Skilled, Skilled, Semi-skilled & Unskilled man power at CSIR-SERC, CSIR campus, Taramani, Chennai- 600 113.

1. Sealed tenders under Two Bid System (Technical Bid and Price Bid (BOQ)) are invited from registered and experienced contractors who have executed at least one work of similar nature of annual value of Rs. 6.49 Crores (80% of EV) one or two works of similar nature of annual value of Rs. 4.06 Crores each (50% of EV) or three works of similar nature of annual value of Rs. 3.25 Crore each (40% of EV) during last three years in major institutions like Scheduled Banks/ Insurance Companies/ Central or State Government Departments/ Public Sector Undertakings/ CSIR Labs./Large Industrial/Educational Campuses/ reputed private (Proof of experiences of last three financial years i.e. 2019-2020, 2020-2021 & 2021-22 from the concerned employers should be enclosed – Annexure-I). Proof of average annual turnover for the last three years to be submitted by the bidder in the form of certificate from Chartered Accountant (Annexure – III).

** The works completed during last three years will be considered. Last three years shall be defined as Financial year 2019-2020, 2020-2021 & 2021-2022 respectively.*

2. The Contractor should have office/branch located in Chennai. **Proof of office address should be submitted by the contractor.**
3. The prospective tenderers may satisfy themselves about the requirements by visiting the CSIR-SERC, Taramani, Chennai on any working day (Monday to Friday) between 10.00 am to 4.00 pm before submitting their tender.
4. The Bids should be submitted in 'Technical Bid' and 'Price Bid (BOQ)' and should be submitted in the e-procurement portal at <https://www.etenders.gov.in> only. No manual bids will be accepted.
5. Tender shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 90 days from the date of opening shall be by mutual consent
6. Bidder should submit duly signed declaration in lieu of submission of Bid Security in the prescribed 'Proforma for Bid Security Declaration' (Annexure IV). **Bids without Bid Security declaration will be summarily rejected.**
7. On award of the contract, the contractor will be required to deposit an amount equivalent to 3% of the annual value of contract as Security Deposit in the form of Bank Guarantee/ Demand Draft/Fixed Deposit Receipts (conditions apply) in favour of the Director, CSIR-SERC, Chennai – 600 113 against loss/damage/unpaid wages, EPF subscription, bonus etc., to the workers of the contractor and for penalties for deficiency in service levied by CSIR-SERC, Chennai. Validity of the security deposit must be at-least for six months beyond the tenure of the contract.
8. The contractor will execute an agreement on a non-judicial stamp paper worth of Rs. 100/- (Rupees One Hundred only) **in the prescribed format enclosed** to abide by the terms and conditions of the contract before the commencement of the contract.

9. The contractor shall be suspended for one year and shall not be eligible to bid for CSIR/CPWD tenders from the date of suspension order if the Contractor selected for the work fails to sign the formal agreement or fails to start the work on the date stipulated in the award letter. The contractor is expected to execute the required agreement, pay the security deposit and commence the work within five working days of issue of work order or as intimated by CSIR-SERC.
10. The security deposit will be refundable on expiry/termination of the contract period subject to payment of all dues including bonus etc. to the workers by the contractor. Any loss/damage caused to CSIR-SERC, Chennai property during the currency of agreement would be recovered from the security deposit.
11. Period of contract is for **ONE YEAR**.
12. The contractor shall have/ obtain necessary license under the Contract Labour (Regulation & Abolition) Act, 1970 issued by the competent authority
13. The persons deployed by the Contractor shall be the employees of the Contractor and in no case shall have a relationship of employee and employer between the said persons and the CSIR implicitly or explicitly.
14. The workers to be deployed shall possess good physique and be in the age of 18 years and above. Person deployed should be **neither below 18 years nor above 58 years of age**. They should be physically and mentally sound, without any criminal antecedence, well disciplined, polite with good behavior. The workers should be most reliable, trust worthy, alert and efficient.
15. The classification of Highly Skilled / Skilled / Semi skilled / Unskilled should be in accordance with Government of India Notification.
16. The contractor should supply the manpower within seven working days on receipt of the work order by email.
17. The contractor should make an earnest effort to engage/hire the manpower by giving suitable advertisement in popular dailies and cost of advertisement will be borne by the contractor.
18. For the purpose of proper identification of the personnel of the Contractor, they will issue identity cards / identification documents and the said personnel shall be duty bound to display them at the time of duty.
19. The Director, CSIR-SERC or any person authorized by him / her shall be at liberty to carry out surprise checks on the persons so deployed by the Contractor in order to ensure that required number of persons are deployed and that they are doing their assigned task.

20. The personnel of the Contractor shall be subjected to the security checks and restrictions of the CSIR-SERC. No staff deployed by the contractor should smoke, chew paan / Gutka or consume Liquor or be found in an inebriated state within the Campus. Non-compliance may lead to suitable penalty/termination of contract.
21. The persons deployed by the Contractor shall remain under the control and supervision of the Contractor and the Contractor shall be liable for payment of their wages and all other dues which the Contractor is liable to pay under various Labour Regulations and other statutory provisions.
22. The Contractor shall ensure that all the employees get minimum wages and other benefits as are admissible under various Labour laws in force in Chennai. The contractor shall provide full information in respect of wages, etc. paid to his employees so deployed in conformity with the provisions of Contract Labour (Regulation & Abolition) Act, 1970.
23. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under Law, namely, the Minimum Wages Act, Provident Fund Act, Bonus Act, Maternity Benefit Act, Shops and Establishment Act, **ESI Act**, etc. as applicable and amended from time to time. They should have EPF and ESI registration / code Nos and submit a copy each of the annual returns filed in respect of EPF/ESI and provide a copy of the statement of EPF account of workers employed by him to the office for verification. **The bidder should take insurance for their contract workers who are not covered by ESI scheme during the currency of the contract period.**
24. Bidders who do not meet the eligibility criteria or who submit bids not substantially responsive (service charges less than to 3.85%) to the bidding documents will be rejected.
25. The Technical Bid and Price Bid (BoQ) must only be in the response format enclosed.
26. The tenderers should have EPF, ESI and GST Registration/Code numbers and enclose proof of the same duly indicating the PAN for Income Tax purpose.
27. Labour Identification No. (LIN) as being allocated by Shram Suvidha Portal of Ministry of Labour & Employment may also be provided.
28. The Contractor shall communicate to the CSIR-SERC the name, parentage, residential address, age, etc. of each of the worker deployed by him with a passport size photograph affixed against the name of each person.
29. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under various Laws, namely,
 - (i) Minimum Wages Act,
 - (ii) Contract Labour (Regulation & Abolition) Act, 1970.
 - (iii) Bonus Act
 - (iv) Shops and Establishment Act
 - (v) Maternity Benefit Act.
 - (vi) ESI Act

30. The contractor shall on demand furnish wage register / copies of challans of EPF/ESI remitted in respect of workers engaged for CSIR-SERC for verification.
31. The tenderers / applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.
32. Not with standing anything to the contrary contained herein, CSIR-SERC may reject a tender without being liable in any manner whatsoever to the tenderer, if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
33. Without prejudice to the rights of CSIR-SERC under clause mentioned herein above, if, a tenderer is found by CSIR-SERC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such tenderer shall not be eligible to participate in any tender floated by CSIR-SERC.
34. Contractor has to submit the following documents within two months of award of contract:
- (i) List of outsourced staff with photograph, present & permanent address
 - (ii) Copies of proof of age in the form of AADHAR Card/SSLC Certificate/Voter ID/Birth certificate/Driving Licence etc. should be submitted before the manpower is supplied.
 - (iii) ID cards of staff
 - (iv) Copies of ESI Cards
 - (v) Maintenance of statutory registers under various labour laws
 - (vi) Deployment of field officer in campus at contractor's cost
 - (vii) Any other things as required by CSIR-SERC from time to time for the smooth and successful execution of contract etc.
35. The contractor is required to submit Information Security Policy undertaking form on behalf of their contractual employees before commencement of contract (Annexure VII).
36. The contractor has to submit Declaration about fraud and corrupt practices in the prescribed format (Annexure – II).
37. The contractor has to submit Integrity Pact Declaration in the prescribed format (Annexure VI).

Each page of Integrity Pact proforma should be duly signed by Procuring Entity's competent authority as per SOPP. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of your company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

The Integrity Pact will be effective from the date of inviting of bids to till complete execution of the contract.

This tender process has been communicated to IEM's (Independent External Monitors) appointed by CSIR for the transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

IEMs in CSIR

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

38. Payment Conditions

The contractor shall disburse the wages to the contractual employee deployed in the CSIR-SERC, TT&RS on or before 7th / 10th of every month. However, in case of ECS/Cheque payment documentary proof should be submitted to the satisfaction of CSIR-SERC. **Proof of total number of workers employed by the contractor should be submitted at the time of award of contract.**

The contractor will submit the monthly bills (in printed forms) duly signed and pre-receipted for payment, in duplicate, after satisfactory completion of the work and payment to the workers. CSIR-SERC will make payment within 10 working days from the date of receipt of the bill (complete in all respect & without any discrepancies) from the contractor.

Wages will be reimbursed only for actual days of work for which contract manpower is engaged. Copy of muster rolls should be submitted in this regard.

The office will deduct income tax and other statutory levies as applicable from time to time from the bills of the contractor.

In case, any lapse in the work is noticed, it will result in penal deduction from the bills / security deposit of the contractor upto 10% of the monthly bill value or higher value whichever is more as decided by the Director, CSIR-SERC in addition to deduction of minimum wages towards short supply of manpower.

No overtime shall be paid to contract workers without prior approval. For any extra duties, alternate standby persons shall have to be provided by the contractor. The manpower engaged may be deployed at on-site away from the Headquarters depending upon the project needs. Cost of travel tickets, food, accommodation and insurance if any will be reimbursed to the contractor as per actuals / as per applicable rates whichever is less.

39. The contractor would be liable for legal action if he or his workers directly or indirectly involved in any theft or pilferage. He shall be liable for losses due to theft or otherwise which are manifestly due to his conduct and such loss shall be made good by the contractor.
40. In case any of the workers deployed by the Contractor does not come up to the mark or does not perform his duties properly, or indulges in any unlawful act or disorderly

conduct, the Contractor shall immediately withdraw and take suitable action against such worker on the report of the CSIR-SERC in this respect. The Contractor shall replace within 48 hours the particular worker so deployed in case of any of the aforesaid acts on the part of the worker concerned on demand of the Director, CSIR-SERC.

41. CSIR-SERC, Chennai, is not responsible for any disability or casualty incurred by the workers employed by the contractor for doing the work for the contractor. The contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-SERC. It is the responsibility of the contractor to comply with the statutory requirements of safety and compensation.
42. Any compensation claims for injury/accident to the contractor or his worker while engaged in the work will be his own responsibility. The contractor should indemnify the CSIR-SERC against all claims arising out of action under the Employees State Insurance Act or the Workmen's Compensation Act or Criminal Law in force in so far as they relate to him or claims arising out of such employment.

43. Indemnification

The contractor shall be liable to pay compensation for any loss and damages caused to the property of the CSIR-SERC or its staff members/students/visitors by the contractor or his workers.

The Contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the workers deployed by him. In case any worker of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the Contractor to contest the same. In case CSIR-SERC is made party and is supposed to contest the case, the Contractor shall reimburse to CSIR-SERC the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR-SERC on demand. The Contractor shall ensure that no financial or other liability comes on CSIR-SERC in this respect of any nature whatsoever and shall keep **CSIR-SERC** indemnified in this respect.

CSIR-SERC shall have the right to adjust and or deduct the amount as aforesaid from the payments to the contractor.

The contractor shall not lease or sub lease the whole or any part of the contract to anybody without the prior permission of the Director, CSIR-SERC.

44. Cancellation of contract:

The contract may be terminated at any time by CSIR-SERC by giving one month's notice without assigning any reasons (or) on any of the following contingencies: -

- a) on the expiry of the contract period as stated above.
- b) by giving one month's notice by CSIR-SERC
 - o for committing breach by the contractor of any of the terms & conditions of this agreement
 - o on assigning the contract or any part thereof or any benefitor interest therein or

thereunder by the Contractor to any third person or sub-letting whole or part of the contract to any third person.

- If continuation of the contract is not in public interest.

c) On contractor being declared insolvent by competent Court of law.

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

It shall be the duty of the Contractor to remove all the workers deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption / hindrance / problem of any nature to CSIR- SERC, Chennai.

Breach of terms and conditions of the contract/agreement by the contractor will entail forfeiture of the Security Deposit/enforcement of Bank Guarantee.

45. ARBITRATION

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 **Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.**

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

46. Evaluation criteria:

The tenderer should quote service charge in percentage (%-upto two decimals only). Financial / price bids (BOQs) received with service charges less than to 3.85% (Three point eight five percent) will be treated as **UNRESPONSIVE BIDS** and shall be rejected. The bidders have to quote only service charge rate and the financial assessment shall be made on the basis of rate of service charge only. Service charges quoted will be applicable on wage only, exclusive of all other taxes etc. **In case service charges quoted by two or more agencies are same, L1 will be decided by highest average turnover for the last three financial years (2019-20, 2020-21 & 2021-22) submitted by the bidders in a separate sheet (Annexure III) duly certified by Chartered Accountant.**

47. Canvassing, in connection with the tender is strictly prohibited and the tender of anyone resorting to canvassing shall be liable for rejection on that ground alone.

48. The Director, CSIR-SERC, Chennai 600113 reserves the right to accept in full or in part or reject any tender without assigning any reason and his / her decision in this regard will be final and binding.

GENERAL INSTRUCTIONS TO BIDDERS

1. The Technical Bid and Price Bid (BOQ) must only be in the model response format enclosed.
2. The bidder shall submit full details of his ownership and control or, if the bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
3. If the agency is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the CSIR-SERC for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture / consortium / group / partnership shall not be altered without the approval of the CSIR-SERC.
4. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint ventures or any one of the members of the consortium participates in more than one bid, the bids are liable to be rejected.
5. If any relative of the tenderer is an employee of CSIR-SERC, Taramani, the name, designation and relationship of such employee shall be filled in the technical bid.
6. The bidder shall not make or cause to be made any alterations, deletions or obliterations to the text of the tender document.
7. In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification from the Administrative Officer, CSIR-SERC sufficiently well before submitting the bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidders and the Administrative Officer, CSIR-SERC shall be carried out in writing.
8. Except for any such written clarification by the Administrative Officer, CSIR-SERC before opening of technical bids which is expressly stated to be an addendum to the tender document issued by the office of the Administrative Officer, CSIR-SERC no written or oral communication, presentation or explanation by any other employee of CSIR-SERC shall be taken to bind CSIR-SERC, Chennai under the contract.
9. Bids and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.
10. Bidders shall quote the rates in Indian rupees for the entire contract on a single responsibility basis such that the tender price covers contractors all obligations mentioned in or to be reasonably inferred from the tender document in respect of the manpower

services at CSIR-SERC, Chennai. This includes all the liabilities of the contractor such as cost of the uniform and identity cards of the personnel deployed by the manpower agency and all other statutory liabilities like minimum wages, ESI, EPF contributions, service charges all kinds of taxes etc. which should be clearly stated by the manpower agency.

11. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him / them in figures and as well as in words. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No columns should be left blank which would otherwise make the tender liable for rejection.

DECLARATION BY THE TENDERER

I/We, declare that I/We have submitted tender for the work described in the tender after acquainting myself/ourselves fully with the details of work involved and after understanding the responsibility to be discharged by me/us under this contract and have read the complete tender very carefully.

SIGNATURE OF THE TENDERER

SEAL OF FIRM/COMPANY



CSIR-STRUCTURAL ENGINEERING RESEARCH CENTRE
(Council of Scientific & Industrial Research)

ELIGIBILITY CRITERIA FOR TECHNICAL BID

1	Proforma for Bid Security Declaration (Annexure IV)
2	Local Office (Chennai) address proof
3	Registration details with Labour licensing Officer / Labour Commissioner (for any single work or more already executed)
4	GST Registration SGST: CGST: IGST:
5	EPF Registration
6	ESI Registration
7	Income Tax PAN No.
8	Contractor should have executed at least one work of similar nature of annual value of Rs. 6.49 Crores (80% of EV) or two works of similar nature of annual value of Rs. 4.06 Crores each (50% of EV) or three works of similar nature of annual value of Rs. 3.25 Crore each (40% of EV) during last three years in major institutions like Scheduled Banks / Insurance Companies / Central or State Government Departments / Public Sector Undertakings / CSIR Labs. / Large Industrial / Educational Campuses / reputed private bodies (Annexure - I).
9	Proof of annual turnover for the last three years to be submitted by the bidder in the form of certificate from Chartered Accountant (Annexure - III).
10	Whether the Contractor had ever been debarred by any court of Law or penalized by any Govt. / CSIR/ Private Organizations? If yes, then the Agency will be disqualified in the Technical bidding stage.
11	Whether any of the relative of the contractor is working in CSIR-SERC? If yes 1. Name of the relative, Designation 2. Nature of the relationship
All the Bidders should meet all the above listed eligibility criteria. If anyone of the conditions is not satisfied, the bids are likely to be rejected ab initio. Annexures (I to V) will be compulsorily furnished by the bidders, failing which bids will be summarily rejected.	



CSIR-STRUCTURAL ENGINEERING RESEARCH CENTRE
(Council of Scientific & Industrial Research)

Format for Technical Bid

Contract for Providing Highly Skilled, Skilled, Semi-skilled & Unskilled manpower for CSIR-SERC, CSIR campus, Taramani, Chennai.

(This format is to be used in your letter head/stationery. The order in the format must be strictly adhered to. No rates must be quoted in the Technical bid. Bidder who quotes the rate in the Technical bid will be rejected as non-responsive.)

Sl. No	TECHNICAL REQUIREMENT	Compliance details of the Contractor Yes or No	Please write the corresponding Page Number(s) of your Technical Bid for reference by CSIR-SERC
1.	Proforma for Bid Security Declaration (Annexure IV)		
2.	Local Office Address Proof		
3.	Registration details with Labour Licensing Officer / Labour Commissioner (for any single work or more already executed)		
4.	GST Registration SGST: CGST: IGST:		
5.	EPF Registration No		
6.	ESI Registration No.		
7.	Income Tax PAN card Copy		

8.	Contractor should have executed at least one work of similar nature of annual value of Rs. 6.49 Crores (80% of EV) or two works of similar nature of annual value of Rs. 4.06 Crores each (50% of EV) or three works of similar nature of annual value of Rs. 3.25 Crore each (40% of EV) during last three years in major institutions like Scheduled Banks / Insurance Companies / Central or State Government Departments / Public Sector Undertakings / CSIR Labs. / Large Industrial / Educational Campuses / reputed private bodies (Annexure-I)		
9.	Proof of annual turnover for the last three years to be submitted by the bidder in the form of certificate from Chartered Accountant (Annexure - III).		
10.	Whether the Contractor had ever been debarred by any court of Law or penalized by any Govt. / CSIR/ Private Organizations?		
11.	Is any of the relative of the contractor working in CSIR-SERC? If yes 1. Name of the relative 2. Nature of the relationship 3. Designation		

Signature of the Tenderer
Name & Address of the Tenderer
with Office Stamp

Place:

Date:

AGREEMENT

This AGREEMENT made on this _____ between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act and having its 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 assigns of the ONE PART.

And

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

WHEREAS the CSIR is desirous of giving a job contract for Providing Highly Skilled, Skilled, Semi-skilled & Unskilled man power for CSIR-SERC at CSIR Campus, Taramani, Chennai - 600 113 and TTRS Campus, Tirusoolam, which is a constituent unit of CSIR (hereinafter referred to as Lab/Instt.) and whereas the Contractor has offered to provide Highly Skilled, Skilled & Unskilled man power for CSIR-SERC on the terms and conditions hereinafter stated. The classification of Highly Skilled / Skilled / Semi skilled / Unskilled should be in accordance with Government of India Notification.

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

WHEREAS CSIR has agreed to award the contract of work of Providing Highly Skilled, Skilled, Semi-skilled & Unskilled man power for CSIR-SERC hereinafter mentioned as work assigned details of which are given at Annexure 'A'

AND WHEREAS the contractor has agreed to furnish to the Lab./Instt. a security deposit of Rs. _____ (Rupees _____) by way of 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

That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.

That on taking over the responsibility of the work assigned the contractor shall formulate the mechanism and duty assignment to its personnel in consultation with Director, CSIR-SERC or his / her nominee. Subsequently, the contractor shall review the work assigned from time to time and inform the Director, CSIR-SERC for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Director, CSIR-SERC or the officer designated by the Director in this respect from time to time.

That the Director, CSIR-SERC or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.

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 commits misconduct or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the CSIR-SERC in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director, CSIR-SERC in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

That the contractor shall carefully and diligently perform the work assigned to him as mentioned in the scope of work and as deemed fit by him in consultation with the Lab.

That for performing the assigned work, the contractor shall deploy physically and mentally sound, without any criminal antecedence, well disciplined, polite with good behavior. The workers should be most reliable, trust worthy, alert and efficient. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Person deployed should be **neither below 18 years nor above 58 years of age**.

That the contractor shall submit details of the names, parentage, residential address, age, etc. of the persons deployed by, him in the premises of CSIR-SERC for the purpose of proper identification of the employees of the contractor deployed for the work points, he shall issue identity cards bearing their photographs/Identification, etc., and such employees shall display their identity cards at the time of duty.

That the contractor shall be liable for payment of wages and all other dues to the employees which they are entitled to receive under the various labors laws and other statutory provisions.

That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of Contract Labors (Regulation & Abolition Act, 1970,) Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938 Maternity benefit Act, ESI Act and/or any other Rules/regulations and/or statutes that may be applicable to them.

That the contractor shall be solely responsible for any violation of provisions of the labours laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omissions, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the CSIR shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments and/or from Security deposit.

That the contractor shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of CSIR-SERC.

That the contractor shall disburse the wages to the staff deployed in the CSIR-SERC on or before 7th / 10th of every month. However, in case of ECS / Cheque payment documentary proof should be submitted to the satisfaction of CSIR-SERC.

That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR-SERC and shall on demand furnish copies of wages register/muster roll, etc. to the Lab./Instt. 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 Labors 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 deductions unauthorizedly made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employments, inspection and submission of periodical returns.

That the contractor shall submit the proof of having deposited the amount of ESI & EPF towards the contribution's persons deployed at CSIR-SERC in their respective names before submitting the bill. In case, the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till the submission of required documents.

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.

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 Establishments 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 of furnishing any information, or submitting or in filing any statement under the provisions of the said

regulations and rules which is materially incorrect, he shall, without prejudice to any other liability, pay to the Director, CSIR-SERC a sum as may be claimed by CSIR-SERC.

It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, or any ground whatsoever, and ensure that no person creates disruption/hindrance/problem of any nature in CSIR-SERC.

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 Laboratory/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.

The security deposit will be refunded to the contractor within one month of the expiry of the contract only on satisfactory performance / completion of the contract.

That the contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fees and other expenses which shall be paid in advance by the contractor to CSIR on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.

The contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

C. CSIR'S OBLIGATIONS

That in consideration of the services rendered by the contractor as stated above, he shall be paid actual eligible / agreed wages on monthly basis. Such payment shall be made within 10 working days from the date of receiving the bills (**complete in all respect & without any discrepancies**) raised by the contractor and duly certified by the office designated by Lab./Instt. in this regard.

That the aforesaid amount has been agreed to be paid by CSIR to the contractor.

D. PENALTIES/LIABILITIES

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 their risk and cost.

That if the contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director, CSIR-SERC 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.

Wages will be reimbursed only **for actual days of work** for which contract manpower is engaged. Copy of muster roles should be submitted in this regard.

E. COMMENCEMENT AND TERMINATION

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.

That this agreement may be terminated on any of the following contingencies: -

- a) On the expiry of the contract period as state above.
- b) By giving one month's notice by CSIR on account of:
 - i) for committing breach by the contractor of any of the terms and conditions of this agreement.
 - ii) on assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Lab./Instt.
- c) On contractor being declared insolvent by competent Court of Law.

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

F. ARBITRATION

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 Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

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

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

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

For and on behalf of the contractor

WITNESS

- 1.
- 2.

Date:.....

CERTIFICATE TO BE PRODUCED BY THE TENDERER

This is to certify that M/s is associated with us from to

Name of the Service Provider :
Address :
Agreement / PO No & Dated :
Contract Period :
Nature of Service :
No. of manpower engaged : Unskilled –
Semi Skilled –
Skilled –
Highly skilled –
Contract Value (per Annum) :

This is issued based on the request dated by M/s for participating in the Manpower Tender of CSIR-SERC.

* Note: Individual certificate to be produced for each client. Copy of work order and agreement to be enclosed along with this format.

Authorised Signatory (Client)

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

(To be executed by the bidder on Rs. 10/- Stamp paper & attested by Public
Notary/Executive Magistrate)

We certify that during the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public/private authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- (a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State;
- (b) We have taken steps to ensure that in conformity with the provisions against Corrupt Practices and no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the contract or which relates to a grave offence that outrages the moral sense of the community.
- (d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- (e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.
- (f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature of authorized person
Name & Designation with office Seal

CERTIFICATE OF TURNOVER

(In the letter head of Agency / firm)

This is to certify that M/s. _____ has registered following turnover and profit/loss during last three financial years:

Financial Year	Annual Turnover (In Rs)	Net Profit
2021-22		
2020-21		
2019-20		

Seal & signature of Chartered Accountant

Date:

The above information/figures are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage, besides liabilities towards prosecution under appropriate law.

Signature (with date) & seal of Bidder/Tenderer

Date:

(to be furnished in company/ tenderer letter head)

Annexure – IV

Proforma for Bid Security Declaration

Whereas, I/we (name of agency)
..... have submitted
bids for (name of
work)

I/We hereby submit following declaration in lieu of submitting Bid Security.

(1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents.

or

(2) If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for CSIR/CPWD tenders from date of issue of suspension order.

Signature of the tenderer(s)

NON-DISCLOSURE AGREEMENT

We hereby declare that we or our employees will not divulge or disclose any information sensitive or otherwise of any nature to anybody/third party.

We understand that we will be solely and wholly responsible for the legal damages arising out of such disclosure.

Signature of the tenderer(s)

FORMAT OF INTEGRITY PACT

INTEGRITY PACT

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

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal will, during the tender process treat all Bidder)s(with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder)s(the same information and will not provide to any Bidder)s(confidential/additional information through which the Bidder)s(could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

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

- (1) The Bidder)s(/Contractor)s(commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder)s(/Contractor)s(will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder)s(/Contractor)s(will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder)s(/Contractor)s(will not commit any offence under the relevant IPC/PC Act; further the Bidder)s(/Contractor)s(will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder)s(/Contractor)s(of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder)s(/Contractor)s(of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the

Bidder)s/(Contractor)s(. Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.

- (e) The Bidder)s/(Contractor)s(will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder)s/(Contractor)s(will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) 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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

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

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

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

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

Section 8 - Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS)A(, CSIR.
- (3) The Bidder)s(/Contractor)s(accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder)s(/Contractor)s(/ Subcontractor)s(with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the JS)A(, CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS)A(,CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS)A(, CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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



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

Place.....CHENNAI

Date.....31.08.23

प्रशासनिक अधिकारी/Administrative Officer
सीएसआईआर-संरचनात्मक अभियांत्रिकी अनुसंधान केन्द्र
CSIR-Structural Engineering Research Centre
सीएसआईआर रोड/CSIR Road, तारमणी/Taramani
चेन्नई/Chennai-600 113

Witness 1:)Name & Address(:

Witness 2:)Name & Address(:

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

Place.....

Date.....

UNDERTAKING BY THE CONTRACTOR

We hereby give undertaking that we are aware that CSIR-SERC Internet Access and Network Usage is covered by the guidelines which are in-line with the Indian IT Act 2000 & IT Amended Act 2008 and posted in Intranet. We are also aware that violation of the extant guidelines is an offence under National law.

We have read and accept the Internet Access and Network Usage Policy of CSIR-SERC, a copy of which is provided to us.

We are aware that legal cost if any, that arises out of any wrongful use of Internet Access and Network resources provided to our employees engaged at CSIR-SERC during the currency of the contract period shall be borne by us.

We understand that CSIR-SERC reserves the right to manage the use of the facilities and that the same may, in certain situations, be compelled to access and to disclose information such as e-mail and message content and data relating to the use of Internet facilities.

We, on behalf of our employees engaged at CSIR-SERC during the currency of the contract period, give an undertaking not to engage in any activity which:

- a) Disrupt the intended use of the Internet and software resources.
- b) Modify, damage or destroy computing resources or the data on them.
- c) Jeopardize, in any way, the integrity, performance or reliability of computing resources of CSIR-SERC by indulging in circumvent data protection schemes, to uncover security loopholes, to have into systems or to interfere with the intended operation of the computer resources.
- d) Involve usage of unauthorized copies of software or pirated media, which are in breach of copyright.

Signature of the contractor(s)
Office Seal

Date: