



CSIR - INDIAN INSTITUTE OF INTEGRATIVE MEDICINE, JAMMU
(Council of Scientific and Industrial Research)

Canal Road, Jammu
 Ph. No. 0191-2585006- 13
 (website : www.iiim.res.in)

Name of Work : “Providing of (a) unskilled/semi-skilled/skilled workers for execution of various short term, maintenance of experimental, laboratory work, other miscellaneous lab. activities of various projects, (b) horticulture operation and (c) sanitation work at CSIR-IIIM (Br.), Srinagar”

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Note : Party downloading the tender should confirm that they have received all the above documents. Tender fee Paid Rs. 500/- (Rupees Five hundred only) into A/c of Director, IIIM, Jammu SBI **Bank A/c No. 30186230982** vide challan No/ D.D. /Pay order No..... dated towards cost of tender document.

SIGNATURE OF THE TENDERER

DETAILS OF EARNEST MONEY DEPOSITED BY TENDERER

D.D./Pay Order/FDR No. or Cash Receipt No.
 Date of Issue: Dated :
 Amount : Rs..... Amount : Rs.....
 Drawn on :

Signature of Tenderer



INDIAN INSTITUTE OF INTEGRATIVE MEDICINE (CSIR)
CANAL ROAD JAMMU-180001

NOTICE INVITING TENDERS

Director, *Indian Institute of Integrative Medicine, Canal Road, Jammu* invites sealed tender for the following work:

Sr. No.	Description of the job	Estimated Cost (Rs.)	Tender Cost (Rs.)	Duration	Earnest Money (Rs.)
2(a)	(a) Providing of (a) unskilled/semi-skilled/skilled workers for execution of various short term, maintenance of experimental, laboratory work, other miscellaneous lab.activities of various projects, (b) horticulture operation and (c) sanitation work at CSIR-IIIM(Br.), Srinagar	33.38 *Lacs.	500=00	One year	0.67 lakhs

*This approximate estimate may vary depending upon the requirement of the Institute.

*The tender document can be obtained in person from the Controller of Administration on all working days between **10.00 A.M. to 3.00 PM from 12.01.2017 to 25.01.2017. The last date for sale of tender is 25.01.2017 upto 3.00 PM.** In case tender documents are sought by post, a requisition indicating the details of tender documents along with demand draft for tender cost drawn in favour of "Director, IIIM, Jammu" payable at Jammu to be forwarded to the Controller of Administration at the above address well in advance. The *Indian Institute of Integrative Medicine, Canal Road, Jammu* is not responsible for any postal delay. The Controller of Administration or an Officer authorized by him may be contacted between 10.00 A.M. to 3.00 P.M. on any working day for further clarifications if any. Anyone who desires to tender is advised to visit the *Indian Institute of Integrative Medicine, Canal Road, Jammu* premises and ascertain the nature and quantum of work before tendering.

The Tender/bid should be submitted in the prescribed proforma as given in the Form I, II & III of Tender Document. EMD to be submitted in the form of demand draft/bankers cheque payable at Jammu, drawn in favour of Director *Indian Institute of Integrative Medicine, Canal Road, Jammu* from any one of the scheduled bank. **EMD in any other form is not acceptable.** Please note that tender received without EMD will be summarily rejected.

The tenders are to be submitted in two parts in sealed envelopes super-scribing the name of the work clearly so as to reach on or before **27.01.2017 at 1.00 PM** to the undersigned and the same will be opened at **3.30 PM** on the same day in the presence of tenderers or their authorized representatives, who would like to be present. Late and delayed tenders will not be opened and summarily rejected. Details of submission & opening (in presence of tenderers) of tenders are as under:-

1. Date of sale of tender documents(s) : **From 12.01.2017 to 25.01.2017 (10.00 AM to 3.00 PM)**
2. Last date/time for submission of tenders(s) : **Up to 1.00 P.M. on 27.01.2017**
3. Date/time of opening of Technical Bid(s) : **At 3.00 P.M. on 27.01.2017**
4. Date/time of opening of Price Bid(s) :
5. Offer by Fax/e-mail will be summarily ignored.

This advertisement and detailed tender documents are also available on IIIM website www.iiim.res.in". If the tender document is downloaded from the website, please enclose the cost of the tender document in the form of Demand Draft. Incomplete tender or tenders received without EMD shall be summarily rejected. Canvassing in connection with tender/quotation is strictly prohibited. *The Director, Indian Institute of Integrative Medicine, Canal Road, Jammu* reserves the right to reject any or all the quotations or allot part of the work to different agencies without assigning any reason whatsoever. Tender can be viewed & downloaded from our website www.iiim.res.in.

CONTROLLER OF ADMINISTRATION

Note:- Pre-bid meeting will be held on 20.01.2017 at 3.00 PM in Board Room/conference room of Institute. All interested parties are requested to ensure their attendance in the said meeting.



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No.2/31/(5)/L.Q./2017-Works.

Dated : 12.01.2017

NOTICE INVITING TENDER

Sealed tenders in two bid system are invited from financially sound parties in the prescribed format by the Director, CSIR-IIIM, Jammu for awarding of work **Providing of unskilled/semi-skilled/skilled /highly skilled workers for (a) execution of various short term, maintenance of experimental, laboratory work, other miscellaneous lab.activities of various projects, (b) horticulture operation and (c) sanitation work at CSIR-IIIM (Br.), Srinagar** an initial trial period of 03 months which will be extended for a period of 09 months subject to satisfactory performance of the work under trial period on the same terms & conditions. The Contract/Agreement may be further extended upto a period of one year on such terms & conditions as are mutually agreed upon. The estimated cost of the work is **Rs. 33.38 lac. Approximately, (the estimate may vary depending upon the requirement of workers).**

The number of unskilled/semi-skilled/skilled/highly skilled workers to be supplied may vary from time to time. Workers possessing skill sets and experience as per demand of CSIR-IIIM need to be supplied as per satisfaction of Scientists/Officers authorised by Director, IIIM.

The Contractor should fulfil the following requirements:

1. Experience in providing Labour services to Central/State Govt./Autonomous Bodies/Public Sector Undertaking/ Govt. Institutions or CSIR Institutes/Laboratories to the tune of at least **Rs. 26.70 lac.** per annum in a single contract or two works worth at least **Rs 16.69 lac.** each in a year or three works worth at least **Rs.13.35 lac.** each in a year during last five years.
2. Registration with Regional Labour Commissioner (Central).
3. Registration Certificate from EPF/ESI/Service Tax authorities.
4. PAN Card holder
5. The Contractor should have local Office and bank account preferably in State Bank of India at Jammu for ensuring satisfactory fulfilment of contractual obligations.
6. EPF/ESI Confirmation Slip/Returns filed in form 3A & 6A with the concerned authorities along with proof of its receipt/submission.

Tender documents of contractors not producing proof of possessing item No. 1 to 6 are liable to be rejected.

The tender will be in two bids system. Cover-I shall be superscribed as **“Technical Bid”** and shall contain the following:

1. Particular of the Tenderer duly filled in the Form-I (Attached to this tender)
2. Tender Fee of Rs.500/- (Bank Draft) (Non refundable); or receipt if paid in cash.
3. EMD of Rs. **0.67 lac** (Bank Draft) --Separate Demand Drafts drawn in favour of Director, IIIM, Jammu.
4. Experience proof as provided at Form –II (Certificate with regard to satisfactory completion of work)
5. A copy of partnership deed, in case of partnership firms.
6. EPF, ESI and Service Tax Registration etc.
7. Registration Certificate with RLC (Central).
8. PAN Number.
9. Confirmation Slip vide which EPF and ESI return filed with the concerned authorities along with proof of its receipt/submission.
10. Duly filled /signed Tender document.
11. Character certificate from Tehsildar/D.M.
12. Upto date Income Tax & Service Tax return filed.

Cover-II should be superscribed as **“Financial Bid”** and should contain only the contractor's quoted rates in the enclosed format. Cover-II will be opened only if the Institute is satisfied with the

technical bid which will be opened first. Corrections, overwriting or erasing should be avoided in the financial bid. Such bids having erasing, corrections, overwriting, unsigned etc. will be summarily rejected. Both the Cover I and Cover II may be placed and submitted in another sealed cover superscribed **“Tender for Providing of (a) unskilled/semi-skilled/skilled workers for execution of various short term, maintenance of experimental, laboratory work, other miscellaneous lab.activities of various projects (b) horticulture operation and (c) sanitation work at CSIR-IIIM(Br.), Srinagar”** and addressed to the Director, Indian Institute Institute, Canal Road, Jammu – 180 001. Institute will not be responsible for any postal delays etc. The contractor shall execute an agreement on a stamp paper of required value for due performance of the contract within a week. He will deposit a sum of **Rs.3.34 lakhs** as Security Deposit by way of Fixed Deposit Receipt/TDR. Before submitting the tender please go through all the terms and conditions on which the work will be awarded and to be executed by the successful tenderer. Tender papers along with terms & conditions can be downloaded from the Institute website: www.iiim.res.in and the duly completed tenders may be submitted in the office of **Controller of Administration, IIIM, Jammu** in a sealed cover, superscribed **“Tender for providing of unskilled/semi-skilled/skilled /highly skilled workers for execution of various short term jobs” up to 01.00 PM on 27.01.2017.** Technical Bid will be opened on same day at 3.00 PM. The opening date of Financial Bids of the successful technical bidders will be intimated by post.

Director, IIIM reserves the right to accept or reject any tender bid without assigning any reasons whatsoever and his decision will be final and binding on all the parties.

Controller of Administration

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GENERAL INSTRUCTIONS

1. Sealed tenders in prescribed forms duly filled-in must be submitted to the Director, Indian Institute of Integrative Medicine, Canal Road, Jammu - 180001 latest by **27.01.2017 upto 01.00 PM sharp**.
2. The tenders will be opened on **27.01.2017 at 3.00 pm** in the Board Room of Indian Institute of Integrative Medicine, Canal Road, Jammu by the Tender Opening Committee in the presence of tenderers or their authorized representatives, if any present.
3. The tender should be clearly filled in ink legibly or typed. Any type of alteration will lead to disqualification of the tender. The tender form should be signed by the tenderers himself. Attested copies of the Registration Number of the Firm, License No. under Contract Labour Act, Provident Fund Account No. allotted by the Provident Fund Commissioner, ESI Number, PAN Number allotted by the Income Tax Deptt., satisfactory performance certificate issued by concerned agencies/ organizations where such type of works/jobs have been performed by the contractor earlier shall also be enclosed.
4. **Every paper of the tender should be signed by the tenderer with seal of Agency / Firm and forwarding letter should clearly indicate the list of enclosures.**
5. The following information should be indicated on the envelope cover of tender document:
 - a. Last date of receipt of tender **27.01.2017 upto 1.00 PM**
 - b. Tender for Providing of unskilled/semi-skilled/skilled /highly skilled workers for execution of various short term jobs.
 - c. Name of the Firm _____
6. The tenderer should take care that the rate should be written in percentage only (in words and figures) in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.
7. Security deposit in the shape of TDR/FDR (pledged to Director, Indian Institute of Integrative Medicine, Canal Road, Jammu, payable at Jammu in favour of Director, Indian Institute of Integrative Medicine, Canal Road, Jammu @ 10% of tendered value (including EMD) shall have to be deposited by the successful tenderer. The earnest money will be adjusted against Security Deposit. Security Deposit shall be released after six month of completion of work or after release of payment of final bill whichever is later. No interest shall be paid by the CSIR-IIIM, Jammu on earnest money or security deposit. The FDR shall only be accepted, if it is valid for six months beyond the period of contract to begin with and shall be extended along with period of extension of contract, if any.
 - 7a. The earnest money will be liable to be forfeited, if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the tender, which shall not be less than 90 days.
- 8 Tenders, which should always be placed in sealed envelope as per details given below, with the name of work and due date written on the envelopes, will be received in the Office of Controller of Administration, IIIM, Jammu upto 1.00 PM on **27.01.2017** and will be opened on the same day at **3.00 PM**.

- Envelop-I - Contains Technical Bid
- Envelop-II - Contains Financial / Price Bid
- Envelop-III - Contains Envelop –I & II

8.1 The tender documents consisting of above may be downloaded from the **website www.iiim.res.in** . The tender documents shall only be opened subject to fulfillment of following conditions:

- a) Separate Demand Draft/Pay Order for tender cost and EMD for the amount as mentioned above in favour of “**Director, Indian Institute of Integrative Medicine, Canal Road, Jammu**” of a Scheduled Bank or Nationalized Bank/State Bank guaranteed by Reserve Bank of India.
- b) Attested copy of all the documents required for eligibility. Original documents are to be produced at the time of opening of tender for verification by the Institute.

8.2 Incomplete tender documents shall be summarily rejected.

8.3 Tenderer shall submit the tender in sealed envelope. Tenderer shall submit the tender in three sealed envelopes marked as Envelope-I (technical bid) and Envelop-II (Financial / Price bid). The two envelopes should be closed in a common Envelope-III.

8.4 In case tenderer fails to produce original documents at the time of opening of technical bid then Envelope-II containing financial bid is liable not to be opened at all.

8.5 In case holiday is declared on the opening day, the tenders will be opened at the same time on the next working day.

9. Eligibility Criteria: The agencies/Contractor must have desired experience and should have satisfactorily executed three similar works in Central/State Govt./Autonomous Bodies/Public Sector Undertaking/ Govt. Institutions or CSIR Institutes/Laboratories, three works each of value 40% of estimated cost **or** two works each of 50% of estimated cost **or** one work of 80% of estimated cost in a year during last five years. The tenders not supported with requisite experience certificates shall not be entertained. These works experience must be supported by the proof of EPF and ESI return filed /Confirmation Slip vide which EPF and ESI return filed with the concerned authorities along with proof of its receipt/submission.

10. The Institute will deduct income tax at source under section 194-C of the Income Tax Act. 1961 and other taxes & levies under the relevant rules which are mandatory to be deducted at source as applicable from time to time.

11. Terms & Conditions given in tender document are to be abided by the tenderers in token of which he has to put his signature while submitting his tender, on the formats of terms & conditions on all pages.

12. In the event of any breach/ violation or contravention of any terms and conditions contained herein by the contractor, the contract will be terminated and the said security deposit shall be forfeited by the CSIR-IIIM, Jammu.

13. In case the tenderer do not fulfill the conditions stipulated in the tender, Director, IIIM, Jammu reserves the right to cancel /reject full or any part of the tender.

14. Tenderers submitting a tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance / rejection of the tender.

15. Any act on the part of tenderer to influence anybody in the CSIR-IIIM, Jammu shall result in rejection of his tender.

16. The requirement of manpower may be increased or decreased at any stage depending upon the actual requirement of CSIR-IIIM, Jammu.
17. The contractor shall execute an agreement on a non-judicial stamp paper of Rs.100/- . The matter for agreement will be provided by the CSIR-IIIM, Jammu.
18. The contractor shall comply with the legal requirement for obtaining License under Contract Labour (R&A) Act, 1970.
19. The contractor staff shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission of the supervisory Head of the Branch/Officer concerned of his place of duty.
20. The contractor shall be responsible to provide immediate replacement to take place of any worker/labourer, who is not available for duty at the duty point and such other additional staff as may be required for additional duty for which prior intimation will be given, failing which the suitable replacement shall be arranged by the Contractor.
21. The Contractor's staff shall work under the overall supervision of the contractor's representative.
22. The contractor shall also be responsible for compliance of all relevant provision of labour laws including payment of minimum wages and to provide all the benefits viz. P.F., ESI, etc. to eligible Labourers/Workers engaged by the contractor. He will also provide wage slip to their workers in every month.
23. The contractor shall have to produce documentary proof in support of his firm/ Establishment.
24. Quotation/tender must be unconditional. Conditional tenders are liable to be rejected.
25. The CSIR-IIIM, Jammu shall have the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of his/ her duties.
26. The Contractor's staff shall carry out such other duties as are entrusted to them from time to time.
27. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
29. The tenders not conforming to these requirement will be rejected and no correspondence there of shall be entertained whatsoever.
30. The antecedents of the staff as deployed by the Contractor shall be got verified by the contractor at his own cost from the Local Police and the photocopies of the related documents verifying the antecedents shall be submitted to the CSIR-IIIM (Br.), Srinagar while deputing the workers for duty.
31. The Tender not supported by requisite documentary evidence as desired above shall be rejected out rightly. The requisite satisfactory work performance certificate from the Principal Employer for the works stated to have executed in the eligibility criteria must be attached along with the application.
32. **The tender of such firms shall not be considered whose services have been terminated in the past by any Central/State Govt./Autonomous Bodies/Public Sector Undertaking/ Govt. Institutions or CSIR Institutes/Laboratories.**
33. Attested copies of each of the documentary proof may be supplied. **All the documents/certificates must be serially arranged and indexed lest the tender may be rejected.**

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Terms and conditions of the tender for “Providing of (a) unskilled/semi-skilled/skilled workers for execution of various short term, maintenance of experimental, laboratory work, other miscellaneous lab.activities of various projects (b) horticulture operation and (c) sanitation work at CSIR-IIIM(Br.), Srinagar” etc.

Sealed tenders should be submitted in the office of Controller of Administration, CSIR-IIIM, Canal Road, Jammu 180001. The envelope should be superscripted **providing of (a) unskilled/semi-skilled/skilled workers for execution of various short term, maintenance of experimental, laboratory work, other miscellaneous lab. activities of various projects (b) horticulture operation and (c) sanitation work at CSIR-IIIM(Br.), Srinagar”**.

Tender should be submitted in sealed cover as mentioned below:-

Envelop-I should contain the following:-

1. Particular of the Tenderer duly filled in the Form-I (Attached to this tender)
2. Tender Fee of Rs.500/- (Bank Draft) (Non refundable);
3. EMD of Rs.**0.67 lakhs** (Bank Draft) --Separate Demand Drafts drawn in favour of Director, CSIR-IIIM, Jammu.
4. Experience proof as provided at Form –II (Certificate with regard to satisfactory completion of work)
5. A copy of partnership deed, in case of partnership firms.
6. EPF, ESI and Service Tax Registration etc.
7. Registration Certificate with RLC (Central).
8. PAN Number.
9. Confirmation Slip vide which EPF and ESI return filed with the concerned authorities along with proof of its receipt/submission.
10. Duly filled /signed Tender document.
11. Character certificate from Tehsildar/D.M.
12. Upto date Income Tax & Service Tax return filed.

Envelop II should contain Form III (Financial / Price bid) only.

1. Attested copies of performance/experience certificates given by organizations that the contractor had undertaken similar works during previous five years and completed the works satisfactorily should be enclosed. The work experience certificate must be supported by the statements of ESI and EPF return filed for the workers engaged in the said amount of work. The certificate should be signed by the Head of Office/Administrative Officer of the Institute/organization concerned. If the signatures are not legible his name may be indicated along with telephone number. The original certificate should be produced before award of the contract.
2. For partnership firms, a copy of the partnership deed may be furnished.
3. In case of Co-operative Society a copy of each of article of association and the latest certificate from the Registrar, Co-operative Societies mentioning that the Co-operative Society is functioning satisfactorily for the last two years as per latest Audit Reports and other relevant record of the Society.
4. The Contractor shall Indemnify the Department against all other damages/charges and expenses for which the Government may be held liable or pay on account of the negligence of the

contractor or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof. The contractor shall furnish the indemnity bond from the General Insurance Company at his own cost to indemnify IIM/CSIR against any claim arising out of or connected with the Tender.

5. **Earnest Money of Rs. 0.67 lakhs** in the form of D.D./Bankers Cheque drawn on a Nationalized Bank in favour of Director, CSIR-IIM, Jammu should be submitted.
6. If any information furnished by contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the Principal Employer.
7. The contractor should submit the quotes in Form III (Financial / price bid) clearly without any cutting.
8. **A Character Certificate signed by Tehsildar/District Magistrate of the Tehsil/District to the effect that the Tenderer or in case of partnership, any of the partners and in case of Co-operative society, the Chairman or the Secretary of the Co-operative Society have no criminal record.**
9. The contractor shall have to carry out miscellaneous functions/activities as detailed in Form III as per our requirement.
10. The contractor shall comply with all the provisions of Contract labour laws including EPF, Employees State Insurance Act and shall keep CSIR-IIM, Jammu/(Br. Srinagar) absolved from all acts and omissions falls breaches and/or claims, demands, loss, injury and expenses to which CSIR-IIM, Jammu may be put or involved as a result the contractor's failure to fulfill any of the above obligations and CSIR-IIM, Jammu/(Br. Srinagar) shall be entitled to recover any such losses and expenses which may have to suffer on account of such claims demands loss or injury from the contractor's monthly bill or from security deposit or from any money due to contractor without prejudice to its any other rights under the law.
11. The persons employed by the contractor for the work shall be the employees of the contractor for all intents and purposes, and in no case shall relationship of employer and employee between the said person and CSIR-IIM, Jammu shall accrue implicitly or explicitly.
12. The labour engaged by the contractor shall remain under the control and supervision of the contractor and the contractor shall be liable for payment of their wages, etc. and all other dues as applicable and amended from time to time which the contractor is liable to pay under the Contract Labour (Regulation and Abolition) Act 1970 and other statutory provisions as notified by the Central Government from time to time.
13. The contractor shall ensure that all the workers shall get minimum wages and other benefits as admissible under various Labour Laws. The contractor shall provide full information in respect of the wages, etc. paid to its employees so deployed in conformity with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and give wage slip to all workers every month.
14. The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under law namely Minimum Wages Act, EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, service tax, shop & Establishment Act. etc. as applicable and amended from time to time and should produce a documentary evidence of payment having made to the concerned organizations as per rules with no obligations whatsoever on the part of CSIR-IIM, Jammu/Br.Srinagar either implicitly or explicitly.
15. The contract shall remain in force for an initial trial period of 03 months which may be extended for a period of 09 months subject to satisfactory performance of the work under trial period on the same

terms & conditions unless terminated earlier at the discretion of the Director, CSIR-IIIM, Jammu on happening of any of the circumstances as indicated below.

- i. On the expiry of the contract period as stated above.
 - ii. By giving one month notice by CSIR-IIIM without assigning any reason.
 - iii. Committing breach by the contractor of any of the terms and conditions of the agreement.
 - iv. On assigning the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third party / person.
 - v. The Contractor being declared insolvent by competent court of law.
16. This agreement may be further extended upto a period of one year on such terms & conditions as are mutually agreed upon.
17. The Contractor shall keep on discharging his duties as before till the last date of expiry of the notice period as stipulated above.
18. The contractor shall remove all workers deployed by him on termination of the contract or any ground whatsoever from the premises of the, **CSIR-IIIM(Br.), Srinagar and its associated farms** and ensure that no person shall create any disruption/hindrance/problem of any nature to CSIR-IIIM, Jammu).
19. The contractor has to supply skilled/semi-skilled/unskilled workers for a short period, if required for specific technical/experimental works. The wages for the same will be reimbursed to the Contractor on actual minimum wages basis after the contractor made the payments to the workers.
20. **EPF/ESIC Contribution:** Contractors taking part in this tender process must be registered with the EPF & ESIC authorities. In support of this a copy of the EPF and ESIC registration Certificate must be submitted with the Tender without which the tender/offer will not be considered along with the accounts statements & return filed to the EPF & ESI authorities for the workers engaged in the work claimed forbid as work experience certificate with their satisfactory completion certificate. It shall be the sole responsibility of the contractor to deposit EPF & ESI contribution to the concerned authorities and in the local bank authorized for the purpose, within the stipulated time as per rule. In addition to this the contractor shall produce EPF /ESIC account no. of its individual contract workers within one month from the date of payment, failing which appropriate action will be initiated by the Institute. Further deductions on account of EPF & ESI will not be allowed till the account details of the workers is provided by the contractor and a six monthly statement of EPF & ESI return filed by the firm for the workers engaged in this contract.
21. The contractor must be registered under the Contract Labour (Regulation and Abolition) Act 1970 as amended. Any obligations and/or formalities which for the purpose of entering into, and/or execution of the contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the CSIR-IIIM, Jammu/Br.,Srinagar. The contractor shall be solely liable for any violation of provisions of the said Act or any other Act.
22. The contract can be extended beyond one year at the discretion of the Director, CSIR-IIIM, Jammu.
23. In connection with the services to be provided, the contractor will deploy all the labourers for work between the age of minimum 21 years and maximum 50 years having requisite qualifications for the said work.
24. The contractor will engage daily an effective strength of labours for carrying out the work under contract.

25. The contractor shall be paid on monthly basis by cheque on satisfying that he has complied with all statutory provisions/ Contract Labour laws including EPF & ESI and furnished payment sheets concerning to the labours.
26. Workers engaged by the contractor for executing the work contracted out shall be employees of the Contractor and will be on his payroll and shall receive instructions from him for the work to be carried out by them and for effective discharge of the work. The work will be supervised by the authorized Representative of Contractor under instructions of the authorized representative of Director CSIR-IIIM, Jammu.
27. The contractor shall provide identity card to the staff employed by him showing name of the worker, father's name, date of birth and residential address which shall be produced by the worker on demand of any officer or staff of CSIR-IIIM (Br.), Srinagar authorized for this purpose.
28. The Contractor shall engage only physically fit labourers for the works at his sole and own risk.
29. The Contractor shall be responsible for any loss or damage caused by him or his worker by theft or otherwise to the property of the CSIR-IIIM (Br.), Srinagar and shall pay to CSIR-IIIM, Jammu/(Br.), Srinagar on demand at the current value of such properties.
30. In the event of any question or dispute/differences arising in this regard in respect of any matter and during the continuance of the contract or thereafter the same shall be referred to the sole arbitration to DG, CSIR or his nominee. The decision of the arbitrator shall be final and binding on both the parties.
31. The Contractor shall be bound to replace such workers whose conduct and services are not found satisfactory by CSIR-IIIM (Br.), Srinagar
32. On award of the contract, the contractor shall deposit in CSIR-IIIM, Jammu a sum of **Rs. 3.34 lakhs (Three lakhs and Thirty Four thousand only)** in the form of TDR/FDR drawn in favour of Director, CSIR-IIIM, Jammu as security money which shall be valid for one year from the date of commencement of contract period. The security money so deposited will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss or damage if any sustained by the institute on account of failure or negligence on his part/ or the part of any of his workers. The security deposit shall be 10% of the contract offered value of work by the bidders.
33. The security will be refunded to the Contractor after the satisfactory performance of the contractor and expiry of the contract period and discharge all of his liabilities.
34. The Contractor will have to execute the work under the Contract successfully as per daily requirements of the work/experiments in consultation with the Scientist in charge/ Farm Manager/Authorized representative of Director, CSIR-IIIM, Jammu.
35. The contractor will have to execute an agreement after the award of the work but before the commencement of work.
36. The last month payment of the contract shall be paid only after receiving the satisfactory completion certificate.
37. The Director, CSIR-IIIM, Jammu reserves the right to accept the tender in part or reject any or all the tenders without assigning any reasons thereof.
38. The contractor shall have to maintain at his own expense attendance register throughout the contract period in which the daily attendance of the workers shall be recorded and monthly payment to the workers will also be recorded as per rules.

39. The contractor shall employ a supervisor who shall call the worker(s) to record their attendance/ allot the work and supervise the execution as per instructions of the authorized representative of the Director, CSIR-IIIM, Jammu.
40. The contractor shall within fifteen days of the award of work to him produce a license/permission from the Labour Commissioner, Ministry of Labour, Govt. of India, for undertaking the work. If the licence /permission is not received by the stipulated time, the award of work to him shall be liable to be cancelled. Income Tax shall be deducted at source @ applicable to be remitted to Income Tax Department.
41. Specialized tools and implements, machines required for carrying out different work shall be provided by the institute.
42. The Contractor or his authorized representative shall have to be present on the site of work and will be responsible for execution of job satisfactorily.
43. The Contractor shall put a notice at the Gates of various sites indicating number of workers on duty, their wage rate, scheduled date of payment, nature of work daily with a copy to Director CSIR-IIIM, Jammu.
44. If there will be any increase in labour rate as notified by Ministry of Labour and Employment by Govt. of India the rate/ value of contract shall be raised proportionally.
45. Payments to all the workers/labours shall have to be made **through cheque by 7th of each month by the contractor**, before the authorized persons, not withstanding any situation in which CSIR-IIIM, Jammu/Br. Srinagar due to administrative reasons does not release the payment by the stipulated date, failing which a penalty will be imposed by the Institute as per rules. If cheques issued to the employees by the contractor are bounced, on presentation to the Banks by the payee/employee, owing to insufficient funds and a complaint to this effect is received by the Institute a **penalty of Rs 1000/- per case/default** will be levied and payments if any due to the contractor will be released only on payment of penalty amount to the Institute
46. Tender submitted shall be valid for 90 days from the date of opening for purpose of acceptance and award of work, validity beyond 90 days from the date of opening shall be extended mutual consent.
- 47. (The rates are inclusive of all statutory payments like EPF/ESI etc. and service charges only on basic wages should be mentioned. The rates should also be mentioned in words).**

The break-up of the amount is as under for **Providing of (a) unskilled/semi-skilled/skilled /highly skilled workers for execution of various short term, maintenance of experimental, laboratory work, other miscellaneous lab. activities of various projects at IIIM (Br.), Srinagar falling under 'B' & 'C Class City Area**

Minimum wages Per day	Area 'B' (Srinagar)				Area 'C' (Yarikha & Bonera)			
	Unskilled	Semi-skilled	Skilled	Highly skilled	Un-skilled	Semi-skilled	Skilled	Highly Skilled
	Rs.312.00 per day	Rs.353.00 Per day	Rs.414.00 per day	Rs.456.00 per day	Rs.250.00 per day	Rs.293.00 Per day	Rs.353.00 per day	Rs.414.00 per day
EPF- Employers Shares 12.00%								
ESI - Employers Shares 4.75%								
*Service Charges @ _____% of minimum wages (to be quoted in percentage)	___% (figure) Rs. _____ In words)	___% (figure) Rs. _____ In words)	___% (figure) Rs. _____ In words)	___% (figure) Rs. _____ in words)	___% (figure) Rs. _____ in words)	___% (figure) Rs. _____ in words)	___% (figure) Rs. _____ in words)	___% (figure) Rs. _____ in words)
total (per month for total manpower	Rs._____ for 01 Un-Skilled	Rs._____ For 05 Semi-Skilled	Rs._____ for 09 Skilled	Rs._____for Nil highly skilled	Rs._____ for Nil un skilled	Rs._____ for 01 semi-skilled	Rs._____ for 02 Skilled	Rs._____ for Nil highly skilled

(b) unskilled/semi-skilled/skilled/Highly Skilled workers for horticulture/agriculture/field operation at IIM (Br.), Srinagar & its field stations falling under 'B' & 'C' Class City Area

Area 'B' (Srinagar)					Area 'C' (Yarikha & Bonera)			
Minimum wages Per day	Unskilled	Semi-skilled	Skilled	Highly skilled	Un-skilled	Semi-skilled	Skilled	Highly Skilled
	Rs.216.00 per day	Rs.239.00 Per day	Rs.259.00 per day	Rs.289.00 per day	Rs.214.00 per day	Rs.219.00 Per day	Rs.238.00 per day	Rs.259.00 per day
EPF- Employers Shares 12.00%								
ESI - Employers Shares 4.75%								
*Service Charges @ _____% of minimum wages (to be quoted in percentage)	___ % (figure) Rs. _____ In words)	___ % (figure) Rs. _____ In words)	___ % (figure) Rs. _____ In words)	___ % (figure) Rs. _____ in words)	___ % (figure) Rs. _____ in words)	___ % (figure) Rs. _____ in words)	___ % (figure) Rs. _____ in words)	___ % (figure) Rs. _____ in words)
total (per month for total manpower)	Rs. _____ for nil un-Skilled	Rs. _____ Nil Semi-skilled	Rs. _____ for nil skilled	Rs. _____ for 02 highly skilled	Rs. _____ for Nil un skilled	Rs. _____ for Nil skilled	Rs. _____ for Nil Skilled	Rs. _____ for 08 Highly skilled

(c) Providing Workers for sanitation/cleaning/field operation at IIM (Br.), Srinagar & its field stations falling under 'B' & 'C' Class City Area

Minimum wages Per day	Area 'B' (Srinagar)	Area 'C' (Srinagar)
	Wages per days	Wages per days
	Rs.312.00 per day	Rs.250.00 per day
EPF- Employers Shares 12.00%		
ESI - Employers Shares 4.75%		
*Service Charges @ _____% of minimum wages (to be quoted in percentage)	___ % (figure) Rs. _____ In words)	___ % (figure) Rs. _____ in words)
total (per month for total manpower)	Rs. _____ for 04 manpower	Rs. _____ for nil

*Variable component to be quoted in the financial bid format enclosed along with this tender. The decision of the successful bidder will be normally based on amount/percentage quoted for Service charges

Note: The Service Charge shall be payable only on basic wages.

48. Previously it has been noted that due to very low figure of service charges contractors fail to provide good service, therefore, it must be ensured that service charge quoted should not be unreasonable. Contractors, before quoting for service charge must ensure that they should take into consideration various aspects such as deduction of Income tax at source, deployment of their own supervisor(s) responsible for effective control, other expenses to run the establishment effectively, payment of statutory charges to their contract persons as well as to the state Govt./statutory bodies.

49. At the time of submission of his offer in this tender the contractor must have well established office and a company's bank account at Jammu. The office address and the bank account details must be filled in the following blanks:-

(1) Office Address	(2) Bank Details
Name :	Name of Bank at Jammu
Address with Pin code No. :	Account Name :
Phone No. :	Type of Account :

Mobile No. :	Account No. :
E-mail :	

50. The Contractor shall furnish the last six months Bank statement of his account.
51. Before quoting rates, all prospective Contractor must inspect the Institute and its sites to fully acquaint himself about working condition and movement of labour, accessibility of the sites.
52. The Contractor shall specifically declare that he is related or not related to any officer in CSIR-IIIM, Jammu /or in any of the Lab./Instt. of the CSIR. If yes, than details of such relationship has to be furnished with technical bid.
53. Local office/ proper location and its existence will be inspected by the in CSIR-IIIM, Jammu on given address.

Signature of Contractor



CSIR - INDIAN INSTITUTE OF INTEGRATIVE MEDICINE, JAMMU
(Council of Scientific and Industrial Research)

Canal Road, Jammu
Ph. No. 0191-2585006- 13
(website : www.iiim.res.in)

TENDERER MUST FILL THIS FORM BEFORE
SUBMITTING THE TENDER

1. Name of the Tender :
2. Name of the Firm :
3. Address with Pin code No. and
telephone number :
4. Residential Address with
Pin code No. :
5. Is the firm Registered? : Yes/No,
If yes, Regd. No.
6. Give name and address of partner
NAME ADDRESS WITH PIN CODE No.
(a)
(b)
(c)
7. Partnership Deed : Please enclose with tender
8. Name of Bankers : M/s
9. Power of Attorney : Enclose attested of Power of
Attorney in case of firm.
10. Name & address of the person(s)
Holding power of attorney. :
11. Specimen signature of the person
Holding power of attorney :
12. Particulars of Registration
(a) Registered with :
(b) Registration Number :
(c) Financial limit upto which :
registered
13. Contract Labour Licence No. :
14. EPF registration Number :

15. ESI registration Number :

16. Service Tax registration No. :

17. P.A.N. No. :

18. Shop & Establishment Registration No. :

19. The details of earnest money deposited :-

(a) Amount Rs. _____ (Rs. in words only).

(b) Bank draft / Pay order duly pledged to the Director, IIM, Jammu.

(c) Date of issue BD/PO _____

(d) Name of issuing authority _____

19. Tender :

I/we accept all the terms and conditions received with tender document.

20. Any other information

21. Declaration by the contractor –

This is to certify that I / we before signing this tender have read and fully understood all the terms and conditions contained herein and undertaken myself/ourselves to abide by the said terms and conditions along with ESI and EPF return filed in the form of 3A and 6A for the workers engaged in the said work.

Signature of Tenderer

Name

Designation

Address

with

Pin code No.

Phone No. (O)

(R)

E-mail :

1. Rates should be quoted in percentage basis only inclusive of all taxes. Nothing extra will be considered except service tax if applicable.
2. Rate should be mentioned both in words and figures.
3. Cutting/ overwriting is not allowed unless specifically attested by the tenderer.
4. Use of correction fluid in tender document is not allowed. Such tenders are liable to rejected.



CSIR - INDIAN INSTITUTE OF INTEGRATIVE MEDICINE, JAMMU
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DETAILS OF EXPERIENCE

Detail of the works completed satisfactorily during previous five years.

S. No.	Name of the work	Site of Work	Period of Work	Value of Work/ Annual Turnover	Name of Organization
1.					
2.					
3.					
4.					
5.					

Certificate of satisfactory completion of works signed by Head of Office/Administrative Officer must be attached.

Signature of Tenderer

(Financial / Price Bid)

FORM-III



CSIR - INDIAN INSTITUTE OF INTEGRATIVE MEDICINE, JAMMU
(Council of Scientific and Industrial Research)

Canal Road, Jammu
Ph. No. 0191-2585006-13
(website : www.iiim.res.in)

From:

To
The Director,
Indian Institute of Integrative Medicine,
Canal Road,
Jammu - 180001

Sub :- Submission of Financial Bid Form-III for “(a) unskilled/semi-skilled/skilled workers for execution of various short term, maintenance of experimental, laboratory work, other miscellaneous lab. activities of various projects at IIIM (Br.), Srinagar falling under ‘B’ &”C Class City Area”:-

	Particulars	Value
	Service Charge (refer point no. 47 (a)) (A) Unskilled ----- in % (B) Semi-skilled----- in % (C) Skilled ----- in % (% of Service charge only)	in %
	Lump Sum Rate (refer point no. 47(a) of the tender document) (A) Unskilled _____ in Rupees (B)Semi-skilled _____ in Rupees (C)Skilled _____ in Rupees (Rate of wages per day+Service charge)	in Rupees

(b) Unskilled/semi-skilled/skilled /highly skilled workers for horticulture/agriculture/field operation at IIIM (Br.), Srinagar & its field stations falling under ‘B’ &”C Class City Area.

	Particulars	Value
	Service Charge (refer point no. 47 (b)) (A) Unskilled ----- in % (B) Semi-skilled----- in % (C) Skilled ----- in % (D) Highly skilled ----- in % (% of Service charge only)	in %
	Lump Sum Rate (refer point no. 47(b) of the tender document) (A) Unskilled _____ in Rupees (B)Semi-skilled _____ in Rupees (C)Skilled _____ in Rupees (D)Highly Skilled _____ in Rupees (Rate of wages per day+Service charge)	in Rupees

(c) Providing Workers for sanitation/cleaning at IIIM (Br.), Srinagar & its field stations falling under 'B' & 'C' Class City Area

	Particulars	Value
	Service Charge (refer point no. 47 (c)) (A) Unskilled ----- in % (B) Semi-skilled----- in % (C) Skilled ----- in % (D) Highly skilled ----- in % (% of Service charge only)	in %
	Lump Sum Rate (refer point no. 47(c) of the tender document) (A) Unskilled _____ in Rupees (B)Semi-skilled _____ in Rupees (C)Skilled _____ in Rupees (D)Highly Skilled _____ in Rupees (Rate of wages per day+Service charge)	in Rupees

Note: 1. Service Tax shall be reimbursed as per rules .

2. It must be ensured that rates quoted should not be Unreasonable. Contractors, before quoting for rates must ensure that they should take into consideration various aspects such as deduction of Income tax at source, deployment of their own supervisor(s) responsible for effective control, other expenses to run the establishment effectively, payment of statutory charges to their contract persons as well as to the state Govt/statutory bodies.

CSIR-IIIM, Jammu shall reimburse the amount of Service Tax/EPF/ESI paid by me/us to the authorities on account of the services rendered by me/us. This reimbursement shall be admissible on production of proof of deposit of the same by me/us.

Please consider this offer and award the work to me/us at an early date. On receiving the award of contract, I/We will deposit a sum of **Rs 3.34 lakhs** or 10% of total value of contract whichever is higher as Security Deposit by way of Fixed Deposit Receipt/TDR.

Yours faithfully,

Place :
Date :

Signature :
Name :
Seal :

CHECK LIST OF THE DOCUMENTS TO BE ATTACHED WITH TENDER FORM

Please check whether the attested copies of the following documents have been attached

- | | | |
|-----|--|--------|
| 1. | Registration No. of the Firm/ Agency | Yes/No |
| 2. | PAN no and Income Tax Clearance | Yes/No |
| 3. | Service Tax Registration No. | Yes/No |
| 4. | Provident Fund Account No./ Registration No.
issued by the competent Authority. | Yes/No |
| 5. | ESI Registration No. issued by the competent authority. | Yes/No |
| 6. | Contract License issued by the Labour Commissioner under Contract
labour (R & A) Act. | Yes/No |
| 7. | The Firm/ Agency Registered under shop & Establishment Act | Yes/No |
| 8. | Bank Draft / Pay order of tender cost. | Yes/No |
| 9. | Bank Draft / Pay order of earnest money | Yes/No |
| 10. | Detail of required similar experience certificate along
with the satisfactory performance certificate issued by the
Principal Employers where such work was undertaken during the last
five years alongwith copies of relevant labour license etc. <u>and ESI EPF
return filed in the said amount of work</u> | Yes/No |

Signature _____

Name & Address _____

With Rubber Stamp _____

AGREEMENT

This AGREEMENT made on this day of between the **COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH**, a Society registered under the Societies Registration Act and having its office 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

..... (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 of unskilled/semi-skilled/skilled /highly skilled workers for execution of (a) various short term, maintenance of experimental, laboratory work, other miscellaneous lab.activities of various projects,(b) horticulture operation and (c) sanitation work at CSIR-IIIM (Br.), Srinagar”**

which is a constituent unit of CSIR (hereinafter referred to as CSIR-IIIM) and whereas the Contractor has offered to provide manpower for the said job on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and 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 any or any other Act.

WHEREAS CSIR/ IIIM, Jammu has agreed to award the contract of work of **“Providing of (a) unskilled/semi- skilled/skilled /highly skilled workers for execution of various short term, maintenance of experimental, laboratory work, other miscellaneous lab.activities of various projects,(b)horticulture operation and (c)sanitation work at CSIR-IIIM(Br.),Srinagar on service charges @.....(description of the job hereinafter mentioned as work assigned details of which are given).**

AND WHEREAS the contractor has furnished a security deposit of **Rs.3.34 lakhs (Rupees Three Lakh & Thirty Four thousand Only)** by way of **Fixed Deposit Receipt/TDR No. datedName of Bank.....**, in the name of **Director, CSIR- IIIM, Jammu, issued by**

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

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director, CSIR-IIIM, Jammu or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director, CSIR- IIIM, Jammu 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- IIIM, Jammu or the officer designated by the Director in this respect from time to time.

3. That the Director, CSIR- IIM, Jammu or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the CSIR/ IIM, Jammu in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of the CSIR- IIM, Jammu in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the task that has been assigned to him as mentioned in tender documents as deemed fit by him in consultation with the Lab.
2. That for performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
3. That the contractor shall submit details of the names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the CSIR- IIM, Jammu for the purpose of proper identification of the employees of the contractor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
5. 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 Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952;, The Minimum Wages Act 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and/or any other Rules/Regulations and/or Statutes that may be applicable to them.
6. 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 expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the CSIR 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.
7. That the contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officers of CSIR- IIM, Jammu.
8. That the Contractor shall make the payment of wages, etc. to the persons so deployed before 7th of every month in the presence of representative of the CSIR/ IIM, Jammu and after making the payment of wages, the contractor shall submit bills for its reimbursement alongwith copies of wage register/muster roll/challans w.r.t. depositing of EPF/ESI of the workers, etc. to the CSIR/ IIM (Br), Srinagar for having paid all the dues to the persons deployed by him for the work

under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of CSIR in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act. 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

9. That the Contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at CSIR/ IIM (Br.), Srinagar in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.
10. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR.
11. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act. 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director of the Lab./Instt. a sum as may be claimed by CSIR/ IIM, Jammu.
12. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the CSIR- IIM, Jammu and ensure that no such person shall create any disruption/hindrance/problem of any nature in CSIR- IIM, Jammu either explicitly or implicitly.
13. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/damage if any sustained by the institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
14. The security will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.
15. 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 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 fee and other expenses which shall be paid in advance by the Contractor to CSIR on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.
16. 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

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid at the rates agreed under in price bid. Such payment shall be made by the 10th day of the month on the basis of the bills raised by the contractor and duly certified by the office designated by CSIR-IIIM, Jammu in this regard.
2. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR to the contractor.
3. That the CSIR/Lab./Instt. shall reimburse the amount of service tax, if any, paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.

D. PENALTIES/LIABILITES:

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director of the Lab. in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

E. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. and shall remain in force for an initial trial period of 03 months which may be extended for a period of 09 months subject to satisfactory performance of the work under trial period on the same terms & conditions. The Contract/Agreement may be further extended upto a period of one year on such terms & conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies:-
 - a) On the expiry of the contract period as stated above.
 - b) By giving one month's notice by CSIR on account of :
 - i) Committing breach by the Contractor of any of the terms and conditions of this agreement.
 - ii) Assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of the CSIR- IIIM, Jammu.
 - c) On Contractor being declared insolvent by competent Court of Law.

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

F. ARBITRATION

1. In the event of any question, dispute/difference arising under 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 sole arbitration to DG, CSIR or his nominee.

2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The Arbitrator may give interim award(s) and/or directions, as may be required.
4. 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 these present on the date, month and year first above written

For and on behalf
the Contractor _____

For and on behalf
Council of Scientific & Industrial Research
Anusandhan Bhawan, Rafi Marg,
New Delhi – 110001.

WITNESS

- 1.
- 2.

WITNESS

- 1.
- 2.

F&AO

For counter