



**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](http://www.iiim.res.in))

**Name of Work:** Security Services for IIIM (Br.) Srinagar & its Field stations at Bonera & Yarikha  
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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(b).   | Security Services For IIM (Br. Srinagar)/field stations | Rs.32.77 lakh        | Rs. 500/-         | One Year | Rs. 65,500/-        |

The tender document can be obtained in person from the office of Controller of Administration on all working days between **10.00 A.M. to 5.00 PM from 12.01.2017 to 25.01.2017. The last date for sale of tender is 25.01.2017.** In case tender documents are sought by post, a requisition indicating the details of tender documents along with demand draft for tender cost payable at Jammu drawn in favour of “**Director, IIM, 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 5.00 P.M. on any working day for further clarifications if any. Any one 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 **for which pre-bid meeting will be held on 20.01.2017 at 3.00 p.m. in Board Room of IIM, Jammu.**

The Tender/bid should be submitted in the prescribed proforma as given in the Appendix-IV Part ‘B’ 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 upto 1.00 PM** to the undersigned and the same will be opened at 3.00 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**
2. Last date/time for submission of tenders(s) : **Up to 1.00 P.M. on 27.07.2017**
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) : To be informed to technically selected parties only  
After giving opportunity to the technically rejected parties.
5. Offer by Fax/e-mail will be summarily rejected.

This advertisement and detailed tender documents are also available on IIM website [www.iim.res.in](http://www.iim.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 drawn in favour of the Director, IIM, Jammu. 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.iim.res.in](http://www.iim.res.in). Kindly note that a pre bid conference will be given to the interested parties for filling up of the tenders documents.

**CONTROLLER OF ADMINISTRATION**

## TENDER AGREEMENT

Date: \_\_\_\_\_

To

The Director  
*Indian Institute of Integrative Medicine,*  
*Canal Road, Jammu.*

Tender Ref. No. (NIT NO.02(b)/IIIM/2016)

Name of Work: 2 (b) **SECURITY SERVICES for IIIM (Br.) Srinagar and its Field Stations at Bonera and Yarikha**

Sir,

I/We understand the nature and quantum of work to be carried out and read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of **60 (Sixty)** days from the date fixed for opening the Part I and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted, I/We understand that my/our "Earnest Money Deposit" submitted along with the tender to Director, *Indian Institute of Integrative Medicine, Canal Road, Jammu* will be liable for forfeiture. The rate quoted is firm and I/we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the *Indian Institute of Integrative Medicine, Canal Road, Jammu*, general conditions of the contract as amended from time to time and to carry out the work according to the drawings, specifications and special conditions of the contract laid down by *Indian Institute of Integrative Medicine, Canal Road, Jammu*.

A sum of (b) **Rs.65,500/-** are hereby forwarded as Earnest Money in the form of Demand Draft /Bank's Pay Order drawn in favour of *Indian Institute of Integrative Medicine, Canal Road, Jammu* from a Scheduled bank. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if:-

- a) I/We do not execute the contract documents immediately after getting information from *Indian Institute of Integrative Medicine, Canal Road, Jammu*
- b) I / We do not commence the work within 15 days after issue of the letter/contract to that effect.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s) with Stamp  
Address: \_\_\_\_\_



**INDIAN INSTITUTE OF INTEGRATIVE MEDICINE(CSIR)  
CANAL ROAD JAMMU-18001**

**INSTRUCTIONS /GUIDELINES FOR TENDERER**

Tender No: (NIT NO.02(b)/IIIM/2017)

Name of work : (b )**Security Services for IIIM (Br.) Srinagar & its Field Stations at Bonera and Yarikha**

Sale of tender document : From 12.01.2017 to 25.01.2017

Submission of tender : on or before 27.01.2017 upto 1.00 PM

Tender(Part I) Opening date and time: on 27.01.2017 at 3.00 PM

**INSTRUCTION TO TENDERERS**

Tender should be submitted in two parts. Part I should consist of all the technical details including their previous experience, nature of work to be carried out, number of trained manpower to be provided for each work etc and other commercial points. Part II should contain only the charges(price). Signed and sealed Part I and Part II should be kept in separate sealed covers. The cover for Part I should be super scribed as (b) **Security Services for IIIM (Br.) Srinagar/ Field Station Part I (Techno-commercial)** and the cover for Part II should be super-scribed as (b )**Security Services for IIIM (Br.) Srinagar/ Field Station Part II (Price)**. EMD should be kept in a separate sealed cover super-scribed as “EMD - (b )**Security Services for IIIM (Br.) Srinagar & its Field Stations at Bonera & Yarikha**, and all the three covers should be kept in a big single sealed cover super-scribed as (b ) **Security Services for IIIM (Br.) Srinagar/ Field Station**.

a. Submission of EMD of Rs.65,500/- is a must and should be submitted along with the tender. The EMD is to be furnished only in the form of DD/Banker’s cheque from any schedule bank drawn in favour of **Indian Institute of Integrative Medicine, Canal Road, Jammu** payable at JAMMU. EMD in any other form including cheque/Banker’s Guarantee etc. will not be accepted as valid. EMD in respect of the successful bidder, this EMD will be adjusted as part of security deposit. EMD submitted by other bidders will be returned after finalization of the contract. Tenders received without valid EMD will be summarily rejected.

b. For due performance of his/their obligations under the contract, during the validity, the successful tenderers shall have to deposit 10% of the contract value as Security Deposit which will be free of interest, immediately after conclusion of the contract. This security deposit is to be furnished in the form of CDR/TDR/FDR from any of the Nationalised Banks. The security deposit will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit will be refunded after adjusting dues if any to the **Indian Institute of Integrative Medicine, Canal Road, Jammu** from the Contractor.

- c. The tenderer should read the '**General Terms and Conditions**' & '**Note**' of the Lab annexed hereto and give their acceptance at the end. The tenderer is advised to visit the Lab **on any working day between 10.00 A.M. to 5.00 P.M.** to assess the nature and quantum of work before tendering and ascertain details from the office.
- d. The tender should be clearly filled and signed in ink legibly or type written giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
- e. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
- f. Failure to fulfill any of the conditions given above shall render the tender liable for rejection.
- g. The Director, *Indian Institute of Integrative Medicine, Canal Road, Jammu* does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

**PART –A**

**Part –I (TECHNICAL BID)      APPENDIX-I**

*Technical Details should be provided in the prescribed format i.e. Annexure “A” which should inter alia contain the following:*

a. The tenderer should furnish the proof of his experience of providing Man power for (b )**Security Services for IIM (Br.) Srinagar/ Field Station** in large research institute or reputed organization. The contractor should furnish the details of staff strength, qualification & experience of his supervisory staff, office address for correspondence, contact telephone numbers etc.

Work done certificate for having successfully executed/completed similar works during the last 5 years ending last day of March of the current year, should be either of the following

i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost  
OR

ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost OR

iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

“Similar work” means Supply of Man Power and must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the date of commencement and date of completion of the work.

b. An Earnest Money Deposit of (a) Rs.65,500/-will have to be furnished along with tender documents in the form of DD / Bankers cheque from any one of the Scheduled banks drawn in favour of **Indian Institute of Integrative Medicine, Canal Road, Jammu** and payable at JAMMU, which will be adjusted towards the Security Deposit, if the contract is awarded to him/her/firm.

c. The tenderer must have annual financial turnover during the last 3 years ending 31<sup>st</sup> March of the previous financial year not less than 30% the amount to tender (estimated cost) in each financial year which shall be duly certified by a Chartered Accountant/banker.

d. PAN details of the firm has to be indicated along with a certified copy.

e. An affidavit duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black listed or changed the name of the firm. The persons deployed for work should not be involved in any police case or any case should be pending against them. Police verification certificate for the persons deployed for work to be submitted.

f. An affidavit duly certified by a Notary that there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that has never been punished by any Hon’ble Court.

g. The entire tender document should be duly signed & sealed by the tenderer.

h. The tenderer shall submit the information regarding his firm in the format enclosed as Annexure “A” as part of Technical bid along with terms & conditions (duly signed) of (c) **for providing security guards for IIM**

(Br.) Srinagar/ Field Stations. The Tenderer must have E.P.F. /E.S.I.C Registration number as per the rules to contribute to E.P.F./E.S.I.C failing which tenders will not be considered.

j. The workers must be provided with uniform/shoes and other materials for safety and safe handling of chemicals, etc. by the contractor. They should maintain personal hygiene. They should behave politely and amenable to discipline.

k. If in the opinion of the *Indian Institute of Integrative Medicine, Canal Road, Jammu* authorities that the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behaviour is not conducive to retain them for the work, he/she should be replaced immediately.

l All copies of documents submitted by the tenderer should be attested by a Gazetted Officer or a Notary, otherwise the bids are liable for disqualification. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which, the bids are liable for disqualification.

### **Part – II (PRICE-BID)**

a. Price bid should be in the format enclosed with tender at Annexure “B” (Schedule of quantities) in separate sealed cover. **Failure to provide price bid in a sealed separate cover will result in invalidation of the offer.**

b. Tender envelope should be sealed by sealing wax. **The envelopes containing Technical Bid, Price Bid & EMD should be in separate sealed covers and all the three covers should be put in one sealed cover as indicated above.**

c. The tender should be clearly filled and signed in ink legibly or type written giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature shall invalidate the tender. The tenderer should duly sign the entire tender documents personally.

d. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.

e. Failure to fulfill any of the conditions given above shall render the tender liable for rejection.

| S. No. | Particulars  | Fill in the details                | Page No. |
|--------|--|------------------------------------|----------|
| 1.     | Name of Firm/Tenderer/Company (in block letters)   |                                    |          |
| 2.     | Permanent Address & Telephone No.  |                                    |          |
| 3.     | Year of incorporation of the Firm/Company  |                                    |          |
| 4.     | Full Postal Address: Telephone/Fax No./E-mail:   |                                    |          |
| 5.     | Details of experience of providing manpower Services in Large Hospital / R&D / Large scale Educational institution / reputed organizations for the last five years (separate sheet may be attached). Names of the major clients with their addresses, telephone numbers(enclose certificates/credentials issued by such clients)   | [Attach as enclosure & refer here] |          |
|        | i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost arrives to Rs. 13.11 Lakhs)OR<br>ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost arrives to 16.39 Lakhs each) OR<br>iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost arrives to Rs. 26.22 Lakhs) |                                    |          |
| 6.     | Details of infrastructure, persons employed, number of offices/branches available (attach separate sheet)  | [Attach as enclosure & refer here] |          |
| 7.     | Details of persons exclusively to be deployed for this work.   | [Attach as enclosure & refer here] |          |
| 8.     | Earnest Money Rs. Bank Draft No & Date, Banker's Name & Branch   |                                    |          |
| 9.     | Proof of Financial Capacity from his bankers or Chartered Accountant   | [Attach as enclosure & refer here] |          |



|     |  |                                    |  |
|-----|--|------------------------------------|--|
|     |  |                                    |  |
| 10. | An affidavit duly certified by a Notary that the Partners of the firm sole Proprietor or Company has never been black listed/ not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court. | [Attach as enclosure & refer here] |  |
| 11. | Latest Income Tax (with TAN/PAN No.) Professional Tax, Sales Tax, Service Tax, Regn. no. & Clearance (last three years) (enclose photo copies) Last year's income tax return will be treated as income tax clearance.                | [Attach as enclosure & refer here] |  |
| 12. | Details of establishment Registration with date obtained from the various authorities (enclose photo copies) / Registration Number and date under Contract Labour (Regulation & Abolition) Act, 1970                                 | [Attach as enclosure & refer here] |  |
| 13. | Details of E.S.I.C. Registration with Date   |                                    |  |
| 14. | Details of E.P.F. Registration with date   |                                    |  |
| 15. | Audited balance sheet and profit /loss A/C for the last 3 years (enclose photo copies)   | (Attach as enclosure & refer here) |  |

**Date:**

**Signature of Tenderer  
Seal & address**

## GENERAL TERMS & CONDITIONS

“APPENDIX-II”

(Please read the following carefully and give acceptance for the same at the end)

### GENERAL INSTRUCTIONS

1. The tenderer submitting tender would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. The ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** reserves the right to cancel or reject in full or part any or all tenders received, without assigning any reasons.
3. Any action on the part of the tenderer to influence any officer of the ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** or canvassing in any form shall make the tender liable for rejection.
4. After award of work to successful bidder, they have to open a bank account in local bank and establish a local office.
5. The contract will be for a period of one year initially, which can be extended for one more year on satisfactory performance of the initial period of the contract. The ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** may renew /extend the contract to such further period (s)., as it may deem proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.
6. All works shall be executed as per detailed specifications and as directed by an officer/official nominated by the Director.
7. Time is the essence of this contract. In case the Contractor fails in fulfilling the obligations fully and in time, the ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** shall have the absolute right to take up the work at the Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit. The Institute shall have right to impose penalty commensurate with the fault and amount towards damages if any, shall be recovered from the bill.
8. The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** from any claims in this regard.
9. The Contractor will be required to post trained workers w.r.t. security point of view as may be needed to supervise and guide the Security Guards for proper execution of the work as per directions of the Officer-in-charge nominated by Director of the Institute to administer the contract.
10. All letters posted to Contractor at the address given by him will be considered to have been delivered in time.

11. If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated and Security deposit forfeited. The Contractor will have no claims what so ever on the ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** .

12. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Institute for the inferior works as determined by the ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** and in case all payments have been made to the Contractor for this work, this amount may be deducted from any sum due to the Contractor on any other work within the Institute.

13. Water and Electricity required for the work may be used free of cost from the ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** after obtaining written approval from the Officer In-charge.

14. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made by these victims. The Contractor shall indemnify the ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The contractor will fully indemnify ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** against all claims in this regard.

15. The contractor shall identify the personnel to be deployed. In case of items/fixtures stolen/broken due to the fault of the contract personnel from the toilets, either the penalties to recover the cost shall be imposed or the contractor shall have a choice to replace these fixtures of the same quality & under approval from nodal officer appointed by the Director of the ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** .

16. It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:

- a. Employment of Children Act
- b. Workmen compensation Act
- c. Employment of Labour/Contract Labour Act
- d. Industrial Employment Act
- e. Contract Labour Abolition & Regulation Act 1970/J&K State Labour Department.
- f. Minimum Wages Act
- g. Employee Provident Fund Act
- h. ESI Act.
- i. Any other act or legislation, which may govern the nature of the contract.

17. Any liability arising on the ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** shall be deducted from the bills of the contractor and if the full amount is not recovered then the same shall be recovered from the security money of the contractor. There would be no liabilities towards the workers of

the contractor by the *Indian Institute of Integrative Medicine, Canal Road, Jammu* .

18. The *Indian Institute of Integrative Medicine, Canal Road, Jammu* through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.

19. The Contractor is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer (to be nominated by the Director of the Lab) from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.

20. In the event of the contractor failing to execute the supply of manpower surrounding premises under contract in whole or in part an alternative arrangement will be made by the *Indian Institute of Integrative Medicine, Canal Road, Jammu* totally at the cost & risk of contractor besides any suitable fine /penalty.

21. The contractor shall be liable to pay compensation for any loss & damage caused to the property of the *Indian Institute of Integrative Medicine, Canal Road, Jammu* or its Staff Members/Students/Visitors by the contractor or his workers.

22. The contractor shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff, the contractor will be under an obligation to change the worker concerned when instructed by *Indian Institute of Integrative Medicine, Canal Road, Jammu* authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The *Indian Institute of Integrative Medicine, Canal Road, Jammu* shall not and cannot hold any responsibility with regard to staff on the role of the contractor what so ever.

23. The contractor & his staff shall follow the rules & regulations of the *Indian Institute of Integrative Medicine, Canal Road, Jammu* in force and instructions issued from time-to-time. The *Indian Institute of Integrative Medicine, Canal Road, Jammu* will be free to take action against the contractor for violating the same.

24. The *Indian Institute of Integrative Medicine, Canal Road, Jammu* reserves the right to terminate the contract without assigning any reason by giving a notice of three months. The contractor will also have to serve a notice of 3 months, if he wishes to terminate the contract.

25. In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or there after the matter shall be referred to the Director. *Indian Institute of Integrative Medicine, Canal Road, Jammu* or any other officer nominated by the Director, *Indian Institute of Integrative Medicine, Canal Road, Jammu* for arbitration whose decision shall be final and binding on the parties. The contractor agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.

26. The personnel of Contractor should observe only **3 closed holidays in a calendar** year irrespective of number of the holidays observed by the Institute as per the list given by the Institute from time to time.

The 3 closed holidays normally cover Republic Day, Independence Day & Mahatma Gandhi Birth Day.

27. The services of employees of Contractor should be made available on all days on six day week basis in a month irrespective of holidays except on Sundays.

28. A verification report in respect of all the personnel of contractor from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the Officer-in-Charge of the *Indian Institute of Integrative Medicine, Canal Road, Jammu*. Any changes should be informed immediately.

29. The personnel engaged by the contractor should have minimum literacy level i.e. a pass in Standard VIII.

30. The Contractor shall be fully responsible for providing leave benefits, weekly offs, National & Festival holidays etc., to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.

#### **B. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

1. The *Indian Institute of Integrative Medicine, Canal Road, Jammu* with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.

#### **C. LAB OBLIGATIONS**

1. The *Indian Institute of Integrative Medicine, Canal Road, Jammu* will not charge any amount from the contractor for water or/and electricity supplied for (b ) **Security Services for IIM (Br.) Srinagar/ Field Station**.

#### **D. CONTRACTOR'S OBLIGATIONS**

The Contractors registered under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and possesses valid licenses are eligible to bid for this contract. It should be ensured that there should be no legal or any other bar for him in this respect. The contractor shall be solely liable for any violation of the provisions of the said Act or any other related Act.

1(c) Scope of work for (b ) **Security Services at IIM (Br.), Sgr. & its fields stations at Yarikha & Bonera**

The Contractor will provide trained and experienced security guards in such a number as required by IIM from time to time for protection of:-

- i) IIM branch Srinagar land/Farm Houses, buildings, fittings and fixtures therein; plant & machineries, equipments installed (including out door), office records, moveable and immoveable items in the Institute.
- ii) Safety of trees, shrubs, electric overhead installations, water pipelines, boundary walls etc. in the Institute and fresh additions/ installations in the Institute from time to time during the contract period.
- iii) To permit the entry of Officers and Staff of the Institute only after verifying their identity:-

- a) To permit the entry of visitors only after confirming from the designated officers of IIIM that the entry is for the official purpose. A visitor's pass is required to be made after making entries in the register giving details of the visitor, purpose of visit and the officer with whom he is required to meet.
  - b) To permit Government employees of other departments having passes issued by Designated Officer-after verifying certificates from their office that they are required to perform duties in the premises of the IIIM.
  - c) To permit entry of the official vehicles of the IIIM and Private vehicles of the officers and staff of the IIIM after ensuring that only the authorized persons are inside the vehicle.
  - d) To permit entry of private vehicles bringing materials, stores for IIIM only after confirming from the designated officers of IIIM that the entry is for official purposes.
  - e) To make a temporary pass for the officers/ staff not having the Identity Card after consulting the designated officers of the IIIM branch Srinagar.
  - f) Entry of Officers/ Staff during the Holidays and before/ after working hours:
  - g) Officers/ Staff may not be permitted to enter on Holidays or before a specified time in the morning and remain in the office premises up to a specific time after working hours unless a special permission is available from the designated officers. The presence of officers/ staff during such period would be restricted for official purposes.
  - h) Security persons will be responsible to maintain a record of the incoming and outgoing staff cars after office hours in working days and in holidays. A register would be maintained for entry of the officers/ staff who are coming to office during holidays.
  - i) Entry would also be made in a register about the details of the official vehicles and their timings of entry/ exit during holidays and before and after working hours.
  - j) Issue of Gate passes for stores/ material coming in and going out of the premises.
  - k) The firm would provide and nine (9) security guards for IIIM Srinagar main campus and twenty one (25) security guards for Bonera and four(4) for Yarika Farm be deployed from eight hours shift on round the clock basis.
  - l) No part of the Government land measuring about .....(..... acres IIIM Br. Srinagar Campus + ..... Acres of Farms in Bonera/Pulwama +..... Acres of Farms in Yarika in trespassed, encroached or squatted upon or suffer from any unauthorized occupation or use.
2. The contractor shall pay his workers the minimum wages fixed by the Central Govt./State Govt. which will include Basic Pay, Special Allowance, EPF, M.L. Welfare charges, paid Holidays, etc. for Security Guards (without arms) from time-to-time, throughout the tenure of contract in the presence of the representative of the Director of the ***Indian Institute of Integrative Medicine, Canal Road, Jammu***. The contractor shall pay wages to multi-task workers employed by you not less than the minimum wages on 7<sup>th</sup> of every month along with payment slip as per Central Labour Enforcement Authority.
- In the event of local problems arising while discharging the functions at ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** the contractor will deal with them appropriately and he

not bring *Indian Institute of Integrative Medicine, Canal Road, Jammu* on the scene for such matters. The Administrative officer should be kept informed of any such occurrence and the solution found.

#### **E. THE CONTRACTOR WILL PROVIDE –**

##### **Identity Cards – Manpower Supply.**

The contractor will issue identity cards to his workers/supervisors after getting them verified by the *Indian Institute of Integrative Medicine, Canal Road, Jammu*. Any worker found without identity card will not be permitted to enter the premises. He will post a supervisor at a specific point to receive & manage complaints & instructions.

**Note:** All consumables, non-consumable materials should be approved by Officer-in-charge, the *Indian Institute of Integrative Medicine, Canal Road, Jammu* before actual use.

#### **F. REPORT**

1. The contractor or his representative shall daily report to Officer-in-charge, *Indian Institute of Integrative Medicine, Canal Road, Jammu* to supervise the work under the contract and take instructions every day from him for the work on a Book/Register maintained by the contractor exclusively for the purpose. He shall preserve the said book and produce the same as and when required.
2. The contractor will prepare a schedule on the works to be carried out in the areas of works allotted before commencement of actual works.
3. The contractor will prepare a list of protocol and daily check's for housekeeping works and displaying the same on all areas of work to be carried out.
4. The contractor/his representative should approach the supervisor/in-charge, if he needs any instructions/help or has any difficulties.
5. The contractor/ his representative should all the time be available at work site during the course of his work.

#### **G. PAYMENT CONDITIONS:**

1. The Contractor will submit the monthly pre-receipted bills in triplicate after satisfactory completion of the work to the Officer of the Institute for certification for pro-rata payment. The officer on the receipt of the bill, will check the work record and there after process the bill for payment.
2. All bills should be submitted on printed forms, duly signed and pre-receipted.
3. Payment will be made by the Institute to the contractor on monthly basis on submission of bills in triplicate along with the certificate of satisfactory performance of work from the concerned officer of the

*Indian Institute of Integrative Medicine, Canal Road, Jammu*. A certificate to the effect that all labour laws including EPF, ESIC payments, etc., are being followed has to be furnished with proof along with the bill for payment.

4. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.

5. In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its workers by 7<sup>th</sup> of every month and there should be no linkage between this payment and settlement of the contractor's bill from the *Indian Institute of Integrative Medicine, Canal Road, Jammu*.

6. *That the Contractor shall make payment of wages etc. to the persons so deployed and credit the the payment of wages in their respective bank account and shall on demand furnish copies of wages register/muster roll/bank statement, etc. to IIIM for having paid all the dues to the person deployed by him on 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 his duties of IIIM in this respect as per the provisions for 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, recovery of wages not paid and deductions unauthorisedly made, maintain of wages book, wage slip, publications of scale of wages, and terms of employment, inspection and submission of periodical returns.*

7. *That the contractor shall make the payment to the workers engaged by him on or before 7<sup>th</sup> day of the following month in presence of the persons authorized by the Director, IIIM and after making payments, shall submit the bills duly verified by the In charge or the person authorized by the director for reimbursement along with a copy of the muster roll and wage payment register.*

## **H. COMMENCEMENT OF WORK**

The Contractor is required to start the works of supply of Manpower with effect from the date of acceptance of the contract. In case it is found that the work has not been taken up from the above date, the *Indian Institute of Integrative Medicine, Canal Road, Jammu* at its sole discretion may cancel the work order and the EMD Security Deposit shall be forfeited without any further reference to the Contractor.

## **I. CANCELLATION OF CONTRACT**

1. Notwithstanding any other provisions made in the contract, the *Indian Institute of Integrative Medicine, Canal Road, Jammu* reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in Public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.

2. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the *Indian Institute of Integrative Medicine, Canal Road, Jammu* shall be forfeited without any claim whatsoever on *Indian Institute of Integrative Medicine, Canal Road, Jammu* and the contractor is liable for action as appropriate under the extant laws.



**APPENDIX- "III"**  
**LETTER OF ACCEPTANCE**

I have read the Tender conditions including the General Terms and Conditions of the contract given in the tender document. I agree to abide by the same.

**Signature of the Contractor & Seal:**

-----

Address for Correspondence: -----

**Date:** \_\_\_\_\_

**APPENDIX – “IV”**



**INDIAN INSTITUTE OF INTEGRATIVE MEDICINE(CSIR)**

**CANAL ROAD JAMMU-18001**

**TENDER DOCUMENTS (Non-transferable)**

(NIT NO.02/IIIM(b)/2016/Gen “(b) Security Services for IIIM (Br.) Srinagar”

**NAME OF WORK : (b) Security Services for IIIM (Br.) Srinagar**

**PART-B : PRICE BID(A)**

**Rate per person per month (Rates quoted as per the Minimum Wages Act of 1948 and as applicable –(as per Central / J&K State notification whichever is higher).**

| <b>Sr. No.</b> | <b>Particulars</b>                         | <b>Security Guard (per month) per person (‘B’ class city)</b> | <b>Security Guard (per month) per person for ‘C’ class city</b> |
|----------------|--|---|---|
| 1.             | Minimum wages per head as per Act.         | Rs.9178/- p.m. for ‘B’ class city                             | Rs.7618/- p.m. for ‘C’ class city                               |
| 2.             | EPF Contribution @ 12.00%                  |   |   |
| 3.             | ESI Contribution @ 4.75%                   |   |   |
| 4.             | Bonus (8.33% on Rs. 3500)                  |   |   |
| 5.             | Service Charges @ _____ % of minimum wages | _____ % (figure)<br>_____ percent (words)                     | _____ % (figure)<br>_____ percent (words)                       |
| 6.             | Total per person per month                 | Rs. _____ (figure)<br>(Rs. _____ (words)                      | Rs. _____ (figure)<br>(Rs. _____ (words)                        |
| 7.             | Total (per Month) for total manpower       | Rs. _____ for 09 No. Security Guards                          | Rs. _____ for 25 Security Guards                                |

**The Service charge will be paid only on basic wages.**

**Note :**

1. Please fill up all the columns 3, 4, 5, 6 and 7 otherwise the tender is liable to be rejected.
2. Service charges are payable on basic minimum wages without inclusive of any amount.
3. For service Tax, please refer to clause 17 of General Terms & Conditions at Pages 17&18 of the Tender Document and if applicable in J&K State
4. Rates quoted will include all statutory obligations of the contractor under the Minimum Wages Act, Contract Labour (R&A) Act, 1970/J&K State Labour Department, all kinds of taxes, service charges, etc. of the agency. If the minimum wages is revised by the Govt., the incremental wages, if applicable, will be provided.
5. The offer /bids which are not in compliance of Minimum Wages Act and any other Labour Laws will be treated as invalid.
6. The contract is initially for one year.
7. The number of manpower required shown above is indicative and the actual numbers may vary.
8. The bidders may quote the rates in Indian Rupees and provide details of various elements included in their quote on a separate sheet duly signed and dated and may be shown as annexure.
9. 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. Alternations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tenderer liable for rejection.

**NOTE:- AS PER REVISED RATES OF GOVT. OF INDIA MINISTRY OF LABOUR & EMPLOYMENT  
VIDE ORDER NO. 1/43(7)/2016-LS-II dt. 30.09.2016**

Certified that I/We have read the instructions given in the tender documents. I/We undertake to supply the required categories and number of manpower on the rates mentioned above and shall be solely responsible to discharge the liabilities/ administrative charges, if any. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

SIGNATURE OF THE CONTRACTOR  
WITH RUBBER STAMP

PLACE:-

Address \_\_\_\_\_

DATE:-

\_\_\_\_\_

\_\_\_\_\_

Tel. No. /FAX./Mobile \_\_\_\_\_

E-mail address \_\_\_\_\_

Office Seal

---

## **UNDERTAKING BY CONTRACTOR**

I/We hereby certify that:

1. Full manpower will be engaged on daily basis for execution of desired work in the institute as per instructions of Officer-in-charge.
2. I/we have made the site visit in order to evaluate their level of services to be rendered and quoted accordingly.
3. I/We have specified the number of persons to be engaged daily (man-power) to execute all the works as mentioned above at *Indian Institute of Integrative Medicine, Canal Road, Jammu*.
4. We agree that the payment will not be made for the work not carried out by the contractor in any of the above areas.
5. I/We agree for the bills payment on monthly pro-rata basis.
6. I/We agree to pay minimum wages as per Labour Enforcement Authority.
7. The holiday list of the manpower should be approved by the Competent Authority.
8. I/We agree to pay minimum wages as per the Labor Enforcement Authority + PF + ESIC + Paid Holidays (3). Payment will be made on 7<sup>th</sup> day of every month.
9. Substitute will be made available as and when required. Extra man power if any called during conference / meetings etc. will be provided on 24 hour's notice.
10. Two sets of Uniforms + Identity Card + 1 Pair of Safety Shoes(whenever required) will be given to all the workers within 15 days of award of work and it will be replaced as and when required.

Place:

Date:

Contractor's Seal & Signature

## Agreement

### (b) Security Services for IIIM (Br.) Srinagar & its field stations at Yarikha & Bonera

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 Security Services at *Indian Institute of Integrative Medicine, Br Srinagar* which is a constituent unit of CSIR (hereinafter referred to as *Indian Institute of Integrative Medicine, Canal Road, Jammu* and whereas the Contractor has offered to provide Security Services 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/J&K State Labour Department and has further represented that he is eligible to get this contract and there is no legal or any other bar on 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/provisions.

WHEREAS CSIR has agreed to award the contract for providing Security Services i.e. Semi Skilled workers, hereinafter mentioned as work assigned details of which are given at Annexure 'A'.

AND WHEREAS the contractor has agreed to furnish to the *Indian Institute of Integrative Medicine, Canal Road, Jammu* a security deposit of Rs.----- (Rupees ----- only) by way of Fixed Deposit Receipt.

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

### **A GENERAL CONDITIONS**

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, a relationship of employer and employee between the said persons and the CSIR shall accrue/ arise implicitly or explicitly.
2. That the contractor shall make the payment to the workers engaged by him on or before 7<sup>th</sup> day of following months in presence of persons authorized by the Director, IIIM and after making payments, shall submit the bills duly verified by the Incharge of the persons authorized by the Director for reimbursement alongwith a copy of the muster roll and wage payment register.
3. 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 of the *Indian Institute of Integrative Medicine, Canal Road, Jammu* or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Director of the *Indian Institute of Integrative Medicine, Canal Road, 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 of the *Indian Institute of Integrative Medicine, Canal Road, Jammu* or the officer designated by the Director in this respect from time to time.
4. That the Director of the *Indian Institute of Integrative Medicine, Canal Road, 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.

5. 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 activity or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the ***Indian Institute of Integrative Medicine, Canal Road, Jammu/CSIR*** in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the ***Indian Institute of Integrative Medicine, Canal Road, Jammu/CSIR*** in case of any of the aforesaid misconduct on the part of the said person.

## **B CONTRACTOR'S OBLIGATIONS**

1. That the contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure 'A' as deemed fit by him in consultation with the ***Indian Institute of Integrative Medicine, Canal Road, Jammu.***
2. That the contractor shall make the payment to the workers engaged by him on or before 7<sup>th</sup> day of following months in presence of persons authorized by the Director, IIIM and after making payments, shall submit the bills duly verified by the Incharge of the persons authorized by the Director for reimbursement alongwith a copy of the muster roll and wage payment register.
3. 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.
4. That the contractor shall submit details, such as, names, parentage, residential address, age, etc., of the persons deployed by him in the premises of the ***Indian Institute of Integrative Medicine, Canal Road, Jammu/CSIR*** 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 entering or leaving or while on duty.
5. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under applicable labour laws and other statutory provisions.

6. That the contractor shall at his own cost, if required take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of Contract Labour (Regulations & Abolition) Act. 1970/J&K State Labour Department; Employees State Insurance Act, Workman's Compensation Act, 1923; Payment of Wages Act 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938, maternity benefit act and/ or any other Rules/ regulations and/ or statutes that may be applicable to them.
7. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR 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 by-laws or rules framed under or any of these the CSIR shall be entitled to recover any losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
8. 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/ *Indian Institute of Integrative Medicine, Canal Road, Jammu/IIIM(Br.), Srinagar*
9. That the contractor shall credit the payment of wages, etc. to the bank account of persons so deployed at *Indian Institute of Integrative Medicine, Canal Road, Jammu/IIIM (Br.), Sgr./CSIR* and shall on demand furnish copies of wages register/ muster roll/Bank Statement etc. to the *Indian Institute of Integrative Medicine, Canal Road, Jammu/IIIM (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/J&K State Labour Department. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made,



maintenance of wages book, wages slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns

10. That the contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at CSIR/ ***Indian Institute of Integrative Medicine, Canal Road, Jammu/IIIM (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.
11. 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 ***Indian Institute of Integrative Medicine, Canal Road, Jammu/IIIM(Branch), Srinagar.***
12. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970/J&K State Labour Department as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability reimburse the Director of the ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** the sum incurred by the ***Indian Institute of Integrative Medicine, Canal Road, Jammu*** / CSIR, in this regard.
13. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the ***Indian Institute of Integrative Medicine, Canal Road, Jammu/IIIM, (Br.), Srinagar*** and ensure that no such person shall create any disruption/ hindrance/ problem of any nature in ***Indian Institute of Integrative Medicine, Canal Road, Jammu/IIIM (Br.), Srinagar*** either explicitly or implicitly.
14. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/ or loss/ damage if any

sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

15. The security money will be refunded to the Contractor within one month of the expiry of the contract upon the satisfactory performance of the contract.
16. That the Contractor shall keep the CSIR 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 a 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 or of any nature whatsoever and shall keep CSIR indemnified in this respect.
17. 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 after making the payment of wages to the workers and submission of bills, muster rolls, challans/receipts with respect to depositing of EPF/ESI of the workers, the contractor shall be reimbursed the payment of wages/EPF/ESI so paid to the workers and deposited in the EPF/ESI offices. Such payment shall be made by the 10<sup>th</sup> day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by *Indian Institute of Integrative Medicine, Canal Road, Jammu / IIM(Br.) Srinagar* in this regard.
2. That the aforesaid lump sum amount has been agreed to be paid by CSIR to the contractor after making the payment to the workers and submission of bills in this regard.
3. That the CSIR/ *Indian Institute of Integrative Medicine, Canal Road, Jammu* 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/ LIABILITIES**

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from any other agency at his risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any default 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 the bill for a particular month will be liviable.

#### **E COMMENCEMENT AND TERMINATION**

1. That this agreement shall come into force w.e.f. \_\_\_\_\_ and shall remain in force for a period of one year. **This agreement may be extended on such terms and conditions as are mutually agreed upon.**
2. That this agreement may be terminated on any of the following contingencies:-
  - a. On 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 contractor any part thereof to any sub-contractor by the contractor without written permission of the *Indian Institute of Integrative Medicine, Canal Road, 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 of 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 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. The arbitrator so appointed shall be entitled to proceed with the reference from the stage which it was left by his predecessor or afresh as the case may be.

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 of the Contractor

For and on behalf of  
Council of Scientific & Industrial Research  
Anusandhan Bhawan  
Rafi Marg, New Delhi-110001.  
IIIM Canal Road Jammu

Witness (1) \_\_\_\_\_  
(Address and Signature)

Witness (1) \_\_\_\_\_  
(Address and Signature)

Witness (2) \_\_\_\_\_  
(Address and Signature)

Witness (2) \_\_\_\_\_  
(Address and Signature)