



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 : Supply of Highly Skilled, Skilled, Semi-Skilled and Un-Skilled Contractual workers for horticulture operation/related Lab. activities and sanitation at CSIR-IIIM, Jammu

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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



**CSIR-INDIAN INSTITUTE OF INTEGRATIVE MEDICINE
CANAL ROAD JAMMU-180001**

NIT No.01/CW/2020

Dated: 08.06.2020

NOTICE INVITING e-TENDERS

Director, *Indian Institute of Integrative Medicine, Canal Road, Jammu* invites tenders through the e-tendering portal, for the below mentioned work from the agencies/Contractors who have satisfactorily executed 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 ending 31.12.2019:-

| Sr. No. | Description of the job | Estimated Cost (Rs.) | Tender Cost (Rs.) | Duration | Earnest Money (Rs.) |
|---------|--|----------------------|-------------------|----------|---------------------|
| 1 | Supply of Highly Skilled, Skilled, Semi-Skilled, Un-Skilled contractual workers , unskilled gang labour at CSIR-IIIM, Jammu & IIIM (Br.) Srinagar and its associated farms | 3,45,99,593/- | 1180=00 | One year | 6,91,992/- |

The tendering process is online at NIC CPPP e-portal URL address <http://etenders.gov.in/e procure/app>. For information, window NIT is also available in IIIM website (<http://www.iiim.res.in>). Interested and eligible contractors may download and go through the tender documents.

CRITICAL DATE SHEET

| | |
|---|--|
| Publishing Date | Date - 09.06.2020, 17.30 hrs |
| Bid document download/sale start date | Date - 09.06.2020, from 17.30 hrs. |
| Bid submission start | Date - 09.06.2020 from 17.30 hrs |
| Bid submission end date | Date - 30.06.2020 upto 17.00 hrs |
| Last date and time of submission of original Demand draft/banker's cheque against EMD and Proof/receipt depositing of tender fee in IIIM Bank Account | Date - 30.06.2020 upto 17.00 hrs. |
| Bid Opening date (e-Cover-1) | Date - 02.07.2020 at 15.30 hrs. |
| Bid Opening date (e-Cover-2) | To be intimated later on through CP Portal after the Technical Evaluation. |

Prospective tenderers are advised to get register themselves at NIC CPPP portal, obtain 'Login ID' & 'password' and go through the instruction available in the Home Page after log into the CPPP-portal <http://etender.gov.in/e procure/app>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their tender.

The tenderer shall submit their e-tender only at CPPP portal <https://tender.gov.in/e procure/app>. Tenderers/Contractors are advised to follow the instructions provided in the tender documents for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents alongwith scanned copy of bank receipt for depositing of Tender Fee and EMD in the form of CDR/TDR/FDR, pledged in favour of Director, IIIM, Jammu. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading of tender in location other than specified above shall not be considered. Hard copy of tender shall not be entertained in that case.

1. The tenderer shall be required to submit the bids in two bid system.

- A. **Cover-1:- Eligibility Criteria** – should contain digitally signed file of scanned document of the following:
- a) Work orders of similar nature with completion certificate/certified bills indicating the value of work specified as above.
 - b) Documents for Earnest Money in the form of CDR/TDR/FDR duly pledged in favour of Director, IIM, Jammu and proof of tender fee credited in IIM Bank Account No. **30186230982** at SBI, Hari Market, Jammu

The original TDR/CDR/FDR and receipt of bank against Earnest Money and Tender Fee should reach by post/courier/given in person to the concerned officials as mentioned in CRITICAL DATE SHEET before due date. Any postal delay will not be entertained.

The details of TDR/CDR/FDR and bank receipt physically sent, should tally with the details available in the scanned copy and data entered during bid submission time, failing which the tender shall be rejected.

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 2.77 crore (approx.) per annum in a single contract or two works worth at least Rs 1.73 crore (approx.) each in a year or three works worth at least Rs.1.38 crore (approx.) each in a year during last five years ending 31.12.2019 for supply of workers for horticulture operation/related lab activities and sanitation.**
2. **Registration with Regional Labour Commissioner (Central).**
3. **Registration Certificates from EPF/ESI authorities.**
4. **GST registration certificate and PAN Card.**
5. **The Contractor should have fully functional local Office capable of dealing issues relating to financial as well as administrative matters and bank account preferably in State Bank of India at Jammu for ensuring satisfactory fulfilment of contractual obligations.**
6. **Income Tax returns filed for the last 5 years.**
7. **EPF/ESI Confirmation Slip/Returns filed in with the concerned authorities along with proof of its receipt/submission.**

The financial bids of the contractors/firms found to be meeting the qualifying requirements (Eligibility criteria) shall be as per CRITICAL DATE SHEET. (Depending on Technical Bid evaluation, the date shall be intimated through CPP Portal). Financial bid/Price bid of tenders will not be opened and offer/tender will be treated as Null and Void in case cover-I (Technical Bids) are not found in order.

B. Cover-2: Financial e-bid through CPP Portal:-

- a) Financial Bids will be opened only of those Firms/Agencies who fulfil conditions of qualifying Technical Bids.
- b) Bidders are required to download the format, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). Once the details have been completed, the bidder should save it and submit online, without changing the file name.
- c) Service charges should be quoted in percentage (%) both in figure and words on basic wages only (i.e. exclusive of GST, EPF, ESI etc.)
- d) Tenderer must ensure that all the uploaded documents should be of good quality. Vague/poor quality of printed documents and incomplete document will not be accepted.
- e) The technically qualified bidders quoting the lowest rate in percent (%) will be taken into consideration in deciding the lowest bidder.
- f) In case of a tie in quoted rate in percent (%) quoted between two or more bidders, the lowest bidder will be decided on the basis of highest value credential of the bidder which carried out similar nature of work during the last five years.

The Director, CSIR-IIM, Jammu reserves the right of accepting or rejecting any or all tenders or any part thereof without assigning any reason.

CONTROLLER OF ADMINISTRATION

CSIR - INDIAN INSTITUTE OF INTEGRATIVE MEDICINE, JAMMU
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Ph. No. 0191-25850000- 11
(website : www.iiim.res.in)

eNIT No.01/CW/2020

Dated: 08.06.2020

NOTICE INVITING e-TENDER

etenders are invited from financially sound parties in the prescribed format by the Director, IIIM, Jammu for awarding of work “Supply of Highly Skilled, Skilled, Semi-Skilled and Un-Skilled Contractual workers and unskilled ganglabour (mandays basis) at CSIR-IIIM, Jammu and IIIM (branch), Srinagar and its farms for horticulture operation/related lab. Activities and sanitation 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. The estimated cost of the work is Rs.3,45,99,593/- approximately for supply of manpower for horticulture/related lab activities and sanitation.

The number of 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 Horticulture Incharge 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 2.77 crore (approx.) per annum in a single contract or two works worth at least Rs 1.73 crore (approx.) each in a year or three works worth at least Rs. 1.38 crore (approx.)each during last five years ending 31.12.2019 for supply of manpower for horticulture/related lab. activities and sanitation.
2. Registration with Regional Labour Commissioner (Central).
3. Registration Certificate from EPF/ESI authorities.
4. GST registration certificate and copy of PAN Card.
5. The Contractor should have fully functional local Office capable of dealing issues relating to financial as well as administrative matters and bank account preferably in State Bank of India at Jammu for ensuring satisfactory fulfilment of contractual obligations.
6. Income Tax returns filed for the last 5 years
7. EPF/ESI Confirmation Slip/Income tax Returns filed in with the concerned authorities along with proof of its receipt/submission.

e-tender documents of contractors not producing proof of possessing item No. 1 to 7 are liable to be rejected.

The e-tender will be in two bid system. e-cover-I shall be as “**Technical Bid**” and shall contain the scanned copies of the following documents while uploading the tender:

1. Tender documents
2. Tender Fee of Rs.1190/- for supply of workers (Non refundable) to be deposited into A/C No.30186230982 of Director, IIIM, Jammu at SBI Bank, Hari Market, Jammu.
3. EMDs of Rs. 6,91,992/- in the form of (separate) TDR/CDR/FDR in favour of Director, IIIM, Jammu .
4. Experience proof as provided at Form –II (Certificate with regard to satisfactory completion of work)
5. GST registration.
6. A copy of partnership deed, in case of partnership firms.
7. Copy of EPF, ESI Registration.

- 8. Registration Certificate with RLC (Central).**
- 9. PAN Number.**
- 10. Confirmation Slip vide which EPF and ESI return filed with the concerned authorities along with proof of its receipt/submission.**
- 11. Character certificate from Tehsildar/DM**
- 12. Income Tax return filed for last five years.**
- 13. Affidavit towards deposit of contribution of EPF, ESI, GST etc. in respect of workers engaged by the agency and not declared defaulter during the last three years.**

e-cover-II (“Financial Bid”) should contain only the contractor’s quoted rates in the format. e-cover-II will be opened in respect of those contractors/firms who qualify technical bid.

The contractor shall execute an agreement on a stamp paper of required value for due performance of the contract within a week. Before uploading 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. e-tender papers along with terms & conditions are also available on Institute website: www.iiim.res.in

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GENERAL INSTRUCTIONS

1. e-tenders must be downloaded from eportal as per **CRITICAL DATE SHEET**
2. The tender should be clearly filled in. Any type of alteration will lead to disqualification of the tender. 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., GST number, 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.
3. Tender for Providing of unskilled/semi-skilled/skilled /highly skilled workers for horticulture operation/related Lab. activities/sanitation and unskilled ganglabour (on mandays basis).
4. Name of the Firm _____
5. 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.
6. 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 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 one year beyond the period of contract to begin with and shall be extended along with period of extension of contract, if any.
7. 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.
- 8.1 The e-tender documents consisting of above may be downloaded from e-portal and website www.iiim.res.in . The tender documents shall only be opened subject to fulfillment of following conditions:
 - a) **Tender Fee of Rs.1180/- (Non refundable) to be deposited into A/C of Director, IIIM, Jammu SBI Bank A/C No.30186230982;**
 - b) **EMDs of Rs. 6,91,992/- in the form of (separate) TDR/CDR/FDR in favour of Director, IIIM, Jammu.**
 - c) **copy of all the documents required for eligibility criteria (technical bid). Original documents are to be produced at the time of opening of technical bid for verification by the Institute.**
- 8.2 Incomplete tender documents shall be summarily rejected.

8.3 Tenderer shall upload e-tender on CPP portal . Tenderer shall uploading of e-tender in location other than specified above shall not be considered. e-tender shall be of two bid system (e-cover-I contain Technical Bid) and (e-cover-II contain Financial (Price) bid).

8.4 In case tenderer fails to produce original documents as & when required by the office, then e-cover-II containing financial bid is liable not to be opened at all and liable for rejection of e-tender.

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 ending 31.12.2019. The tenders not supported with requisite experience certificates shall not be entertained. These work experience must be supported by the proof of EPF and ESI return filed.

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(2% Income tax and 2% GST-TDS shall be deducted from the bills of the CONTRACTOR at source/or at the rates as applicable from time to time, in accordance with the latest Govt. notification applicable in this regard.).

11. Terms & Conditions given in tender document are to be abided by the tenderers in token of which they have to digitally sign while submitting their tender, on the formats of terms & conditions.

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 etender 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, bonus 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 etenders not meeting 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, Jammu 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. Scanned copies of each of the documentary proof must be uploaded on e-portal URL address <http://etenders/gov.in/eprocure/app>. failing which tender will be rejected.

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Terms and conditions of the tender for “Supply of Highly Skilled, Skilled, Semi-Skilled and UnSkilled Contractual workers at CSIR-IIIM, Jammu and IIM (B) Srinagar & its associated farms for horticulture operation/related lab. activities and sanitation.

The tenderer shall submit their e-tender only at CPP portal <https://tender.gov.in/eprocure/app>. for “Supply of Highly Skilled, Skilled, Semi-Skilled and Un-Skilled Contractual workers and unskilled Ganglabour (on mandays basis) at CSIR-IIIM, Jammu & IIM (Br.), Srinagar & its associated farms for horticulture operation/related lab. activities and sanitation. tender should be submitted in two bid system (e-cover-I (Technical bid) and e-cover-II (financial (price) bid) as mentioned below:-

Cover-I (Technical Bid)

1. Scanned copy of tender documents
2. Receipt of bank regarding depositing of tender Fee of Rs.1180/- (Non refundable) into A/C of Director, IIIM, Jammu SBI Bank A/C No.30186230982;
3. EMDs of Rs.6,91,992/- in the form of (separate) TDR/CDR/FDR in favour of Director, IIIM, Jammu .
4. Experience proof as provided at Form –II (Certificate with regard to satisfactory completion of work)
5. GST registration Certificate.
5. A copy of partnership deed, in case of partnership firms.
6. Copy of EPF, ESI Registration.
7. Registration Certificate with RLC (Central).
8. GST registration and PAN Card.
9. Copy of form 3A & 6A/Confirmation Slip vide which EPF and ESI return filed with the concerned authorities along with proof of its receipt/submission.
10. Character certificate from Tehsildar/DM
12. Income Tax return filed for last five years.
13. Affidavit towards deposit of contribution of EPF, ESI, GST etc. in respect of workers engaged by the agency and not declared defaulter during the last three years.

e-cover-II (“Financial Bid”) and should contain only the contractor’s quoted rates in the enclosed format. Cover-II will be opened in respect of those contractors/firms who qualify technical bid.

1. 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 produced. The work experience certificate must be supported by the statements of ESI and EPF return filed in 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. **EMDs of Rs. 6,91,992/- in the form of (separate) TDR/CDR/FDR in favour of Director, IIM, Jammu .**
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 quote the service charge in percentage (%) only on basic wages (excluding of GST, EPF, ESI etc.)
8. A Character Certificate signed by the Tehsildar/DM 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 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 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, GST, 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-IIIM, Jammu 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, Jammu and ensure that no person shall create any disruption/hindrance/problem of any nature to CSIR-IIIM, Jammu).**

- 19. The contractor has to supply semi-skilled workers for a short period, if required for specific horticulture operations/related lab. activities and sanitation. 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 e-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 in the form of 3A & 6A forms 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. 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 through RTGS mode on satisfying that he has complied with all statutory provisions/ Contract Labour laws including EPF, ESI, GST and furnished payment sheets and bank statements (duly verified by bank) 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, Jammu 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, Jammu and shall pay to CSIR-IIIM, Jammu 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, Jammu
32. On award of the contract, the contractor shall deposit in CSIR-IIIM, Jammu a sum of Rs. 34,59,959/- (Thirty Four Lakh Fifty Nine Thousand Nine Hundred and Fifty Nine only) in the form of TDR/FDR/CDR 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 deploy 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@2% and GST@2% shall be deducted at source as applicable and shall be remitted to Income Tax Department and The Central Board of Indirect Taxes and Customs (CBIC) respectively.
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 credited in their respective bank account in each month by the contractor, not withstanding any situation in which CSIR-IIIM, Jammu 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 wages and other statutory payments i.e., EPF, ESI, EDLI, Bonus etc. shall be reimbursed to the contractors as per minimum wages Act/as per notifications issued from time to time by GOI, Ministry of Labour & Employment.

| |
|--|
| Minimum wages per day shall be as per Minimum Wages Act/as per notification issued by the Ministry of Labour & employment, Govt. of India. |
| EPF- Employers Shares 12.00% |
| ESI - Employers Shares 3.25% |
| EDLI @0.5% |
| Bonus @8.33% on basic wages (as applicable under Labour Act) |
| GST @18% (as applicable) shall be reimbursed on production of challan/receipt |
| Total No. of workers required (approximately) which may vary as per requirement. |

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 and GST 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.

48. 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 : | |

- 49. The Contractor shall furnish the last six months Bank statement of his account.**
- 50. 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.**
- 51. 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, then details of such relationship have to be furnished with technical bid.**
- 52. Local office/ proper location and its existence will be inspected by the 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
UPLOADING THE TENDER

1. Name of the Tender :
2. Name of the Firm :
3. Address with Pin code No. and
Mobile No, Telephone number & Email Id :
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. GST 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, EPF AND GST return filed of 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 on basic wages. Nothing extra will be considered except income tax if applicable.



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DETAILS OF EXPERIENCE

Detail of the works completed satisfactorily during previous five years ending 31.12.2019.

| 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



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(Council of Scientific and Industrial Research)
Canal Road, Jammu, Ph. No. 0191-2585006-13
(website : www.iiim.res.in)

NIT No.01/CW/2020

Dated: 08.06.2020

From:

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

Submission of Financial (Price) Bid for “Providing of (a) unskilled/semi-skilled/skilled /highly skilled workers for horticulture operation/related lab. activities and for cleaning/sanitation falling under ‘B’ & ‘C’ Class City Areas at IIIM, Jammu and IIIM (Br.), Srinagar & its associated farms:-

| Category | Services Charges to be quoted in percentage (%) by the contractor/firm |
|--|--|
| Un-skilled/Semi-skilled/Skilled/ Highly Skilled/Sweepers/unskilled ganglabour | |

Minimum wages per day will be paid as per Notification issued by the Ministry of Labour Commission, Govt. of India from time to time.
Service charge shall be paid only on basic wages (i.e. exclusive of GST, EPF, ESI etc.)

Note: 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 and GST 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 GST/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 34,59,959/- for supply of worker for horticulture operation/related Lab. activities and sanitation/- 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. | GST 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. | Receipt of bank regarding depositing of tender fee/ tender cost. | Yes/No |
| 9. | Earnest Money Deposit in the form of TDR/CDR/FDR pledged in favour of Director, IIM, Jammu. | 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 "Supply of Highly Skilled, Skilled, Semi-Skilled and Un-Skilled Contractual workers and unskilled ganglabour for horticulture operation/related lab. activities and Sanitation at CSIR-IIIM, Jammu and IIM(Br.), Srinagar & its associated farms 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/ IIM, Jammu has agreed to award the contract of work of "Supply of Highly Skilled, Skilled, Semi-Skilled and Un-Skilled Contractual workers for horticulture operation/related lab. activities at CSIR-IIIM, Jammu and IIM (Br.), Srinagar & its associated farms." 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 Rs34,59,959/- (Rupees Thirty Four Lakh Fifty Nine Thousand Nine Hundred and Fifty Nine only) for supply of workers for horticulture/related lab. activities and Sanitation by way of Fixed Deposit Receipt/TDR/CDR No. datedName of Bank....., in the name of Director, CSIR- IIM, 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- IIM, Jammu or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director, CSIR- IIM, 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- IIM, 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; 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.
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 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 along with copies of wage register/muster roll, etc. to the CSIR/ IIM, Jammu 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, Jammu 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- IIM, 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 GST, 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- IIM, 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

In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever the same shall be referred to Delhi International Arbitration Centre (DIAC) set up under Arbitration and Conciliation (Amendment) Act, 2015 whose decision thereon shall be final and binding on the parties thereto.

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