



**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 :** Supply of Manpower, i.e., Highly Skilled, Skilled, Semi-Skilled and Un-Skilled Contractual workers and Un-skilled Gang Labour (need based) for the smooth running of CSIR-IIIM Office at Jammu and Branch Laboratory, Srinagar, Laboratory and Office Maintenance, Agriculture Activities, Horticulture Practices and also for sanitation and housekeeping works at CSIR-IIIM, Jammu and IIIM (Branch Laboratory) Srinagar and its associated Farms at Chatha Farm, (District Jammu), Field station, Bonera Farm, (District Pulwama), Yarikha Farm, (District Baramulla), Field Station, Verinag, (District Anantnag) and experimental farm at Sanat Nagar, Srinagar.

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**SIGNATURE OF THE TENDERER**

**DETAILS OF EARNEST MONEY DEPOSITED BY TENDERER**

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

**Signature of Tenderer**



## CSIR-INDIAN INSTITUTE OF INTEGRATIVE MEDICINE

CANAL ROAD JAMMU-180001

NIT No. Manpower/2022

Dated: 13.10.2022

### 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 /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 three years ending 31.03.2022 and the current financial year:-

Sr. No.	Description of the job	Estimated Cost (Rs.)	Tender Cost (Rs.)	Duration
1	Supply of Manpower, i.e., Highly Skilled, Skilled, Semi-Skilled, Un-Skilled contractual workers , unskilled gang labour at CSIR-IIIM, Jammu & IIIM (Br.) Srinagar and its associated farms	7,36,72,722/-	1000=00	One year, extendable by 1 more year subject to satisfactory performance of work.

The tendering process is online at NIC CPPP e-portal URL address <http://etenders.gov.in/eprocure/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 - 14.10.2022
Bid document download/sale start date	Date - 14.10.2022
Bid submission start	Date - 14.10.2022
Bid submission end date	Date - 03.11.2022 upto 15.00 hrs
Last date and time of submission of Proof/receipt for depositing of tender fee in IIIM Bank Account	Date - 03.11.2022 upto 15.00 hrs.
Bid Opening date (e-Cover-I)	Date - 04.11.2022 at 15.30 hrs.
Bid Opening date (e-Cover-2)	To be intimated later on through CPP Portal after the Technical Evaluation.

Prospective tenderers are advised to get register themselves at NIC CPPPP portal, obtain 'Login ID' & 'password' and go through the instruction available in the Home Page after log into the CPPPP-portal <http://etender.gov.in/eprocure/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 CPPPP portal <https://tender.gov.in/eprocure/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/ bank statement for depositing of Tender Fee. 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 scanned documents 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, IIIM, Jammu and proof of tender fee credited in IIIM 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. The bidder must have at least three years experience (ending 31.03.2022) of providing similar type of labour services to Central/State Govt./Autonomous Bodies/Public Sector Undertaking/ Govt. Institutions/Nationalised Banks/CSIR Institutes/Laboratories. Services rendered with list of such Central/State Govt./Autonomous Bodies/Public Sector Undertaking/ Govt. Institutions/ Nationalised Banks/ CSIR Institutes/Laboratories with duration of service shall be furnished.
2. Experience in providing Labour services to Central/State Govt./Autonomous Bodies/Public Sector Undertaking/ Govt. Institutions/CSIR Institutes/Laboratories to the tune of at least Rs 5.89 crore (approx.) (80%) per annum in a single contract or two works worth at least Rs 3.68 crore (approx.) (50%) each in a year or three works worth at least Rs.2.95 crore (approx.) (40%) each in a year over the last three years i.e. the current financial year and the last three financial years: for supply of manpower for running of Office/Institute, Housekeeping and Agricultural related activities in Central Government offices/State Government offices/PSUs/Nationalised Banks/Laboratories/Institutes of CSIR.
3. Registration with the Central/Regional Labour Commissioner.
4. Registration Certificates from EPF/ESI authorities.
5. GST registration certificate and PAN Card.
6. The tenderer should have a fully functional local Office in the UT of Jammu and Kashmir, capable of dealing with issues relating to financial as well as administrative matters and bank account in a Nationalised Bank having a Branch in the UT of Jammu and Kashmir. A team from IIIM Jammu will inspect the office before issue of award letter.
7. Income Tax returns filed for the last 3 years(2019-20, 2020-21, 2021-22)
8. Average annual financial turnover of related services during the last three years, ending 31-03-2022, should be atleast of Rs.3.68 crore (50% of the estimated cost).
9. EPF/ESI Confirmation Slip/Returns filed in with the concerned authorities along with proof of its receipt/submission of EPF/ESI in respect of workers deployed during the last three years.
10. Since the manpower is to be deployed at various locations in Jammu, Srinagar and its associated farms at Bonera, Yarikha, Verinag , the number of manpower contracts and the annual turnover would be considered for only manpower related contracts (Security related contracts/work shall not be included) in the technical bids submitted by the tenderers.
11. Submission and signing of the Integrity Pact in the prescribed format(Annexure “A”) is mandatory. Bids received without Integrity Pact duly signed by the authorized signatory of bidders along with official seals shall be rejected forthwith. Integrity pact binds both buyers and Sellers to ethical conduct and transparency in all activities from pre-conception of bidders, bidding and contracting, implementation, completion and operation related to the contract.

*Note: Preference shall be given to bidders in respect of “Public Procurement (Preference to Make in India) Order, 2017-Revision (04.06.2020)” issued by DPIIT and “ Public Procurement*

*Policy for Micro and Small Enterprises (MSEs) Order, 2012” issued by MSME (wherever admissible).*

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 of the tenderers who qualify in the technical bid shall be opened.
- 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, Bonus, overtime etc.)
- d) 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/abnormally low. 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.
- e) L1 will be decided by the lowest service charges quoted by the CONTRACTOR. In case service charges quoted by two or more agencies are equal, L1 will be decided by considering the total contract amount of all the completed valid works executed by the CONTRACTOR during the last five financial years and the CONTRACTOR having highest total contract amount as furnished in Annexure II, will be considered as L-1 for the purpose of award of work.
- f) 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.

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

**Sr. CONTROLLER OF ADMINISTRATION**

**Earnest Money Deposit (EMD):** Earnest Money Deposit (EMD) of Rs.14,73,454/- (Rs Fourteen lakh Seventy Three thousand Four hundred and Fifty Four only) will be required to be paid in the form of Demand Draft/Banker's cheque from Scheduled/Nationalized Banks in favour of "The Director, CSIR-IIIM" payable at "Jammu" and the scanned copy of the same should be uploaded during the submission of Tender duly signed digitally. EMD must be valid for minimum 90 days from the date of publication of the tender. Since the bid is to be submitted online, the Original EMD should be sent by post to reach the office of the Sr.COA before bid submission end time. Tenders submitted without EMD and incomplete tenders will be summarily rejected. CSIR-IIIM will not be responsible for any postal delay. MSME/NSIC Registered firms shall be granted exemption for EMD only. The MSME units claiming exemption of EMD should enclose valid MSME/NSIC Registration certificate, otherwise they need to deposit EMD@2% as mentioned above.



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eNIT No.01/CW/2022

Dated: 13.10.2022

**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 Manpower , i.e., 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 Laboratory and Office Maintenance, Agriculture Activities, Horticulture Practices and also for sanitation and housekeeping works 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. 7,36,72,722- approximately.

The types of Workers which are required is mentioned in the schedule of quantities as per the functional requirements of CSIR-IIIM, Jammu (Total 208 workers). The number of workers to be supplied may vary from time to time. Unskilled Gang Labour may also be deployed on need basis.

**The Contractor should fulfil the following requirements:**

1. The bidder must have at least three years experience (ending 31.03.2022) of providing similar type of labour services to Central/State Govt./Autonomous Bodies/Public Sector Undertaking/ Govt. Institutions/Nationalised Banks/CSIR Institutes/Laboratories. Services rendered with list of such Central/State Govt./Autonomous Bodies/Public Sector Undertaking/ Govt. Institutions/ Nationalised Banks/ CSIR Institutes/Laboratories with duration of service shall be furnished.
2. Experience in providing Labour services to Central/State Govt./Autonomous Bodies/Public Sector Undertaking/ Govt. Institutions/CSIR Institutes/Laboratories to the tune of at least Rs 5.89 crore (approx.) (80%) per annum in a single contract or two works worth at least Rs 3.68 crore (approx.) (50%) each in a year or three works worth at least Rs.2.95 crore (approx.) (40%) each in a year over the last three years i.e. the current financial year and the last three financial years: for supply of manpower for running of Office/Institute, Housekeeping and Agricultural related activities in Central Government offices/State Government offices/PSUs/Nationalised Banks/Laboratories/Institutes of CSIR.
3. Registration with the Central/Regional Labour Commissioner.
4. Registration Certificates from EPF/ESI authorities.
5. GST registration certificate and PAN Card.
6. The tenderer should have a fully functional local Office in the UT of Jammu and Kashmir, capable of dealing with issues relating to financial as well as administrative matters and bank account in a Nationalised Bank having a Branch in the UT of Jammu and Kashmir. A team from IIIM Jammu will inspect the office before issue of award letter.
7. Income Tax returns filed for the last 3 years(2019-20, 2020-21, 2021-22)
8. EPF/ESI Confirmation Slip/Returns filed in with the concerned authorities along with proof of its receipt/submission of EPF/ESI in respect of workers deployed during the last three years.
9. Submission and signing of the Integrity Pact in the prescribed format(Annexure “A”) is mandatory. Bids received without Integrity Pact duly signed by the authorized signatory of bidders along with official seals shall be rejected forthwith.
12. Average annual financial turnover of related services during the last three years, ending 31-03-2022, should be atleast of Rs.3.68 crore (50% of the estimated cost).

11. **Current solvency certificate of an amount not less than Rs. 1.00 crore issued by a Nationalised/Scheduled bank.**

**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.1000/- 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. **EMD @2 percent of the estimated cost i.e. Rs. 14,73,454/- (Rs Fourteen lakh Seventy Three thousand and four hundred and Fifty Four only)**
5. **Experience proof as provided at Form –II (Certificate with regard to satisfactory completion of work)**
6. **GST registration.**
7. **A copy of partnership deed, in case of partnership firms.**
8. **Copy of EPF, ESI Registration.**
9. **Registration Certificate with RLC (Central).**
10. **PAN Number.**
11. **Confirmation Slip vide which EPF and ESI returns filed with the concerned authorities along with proof of its receipt/submission of workers deployed during the last three years.**
12. **Income Tax return filed for last three 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.**
14. **Signed Integrity Pact in the prescribed format as per Annexure “A”.**
15. **Average annual financial turnover of related services during the last three years, ending 31-03-2022, should be atleast of Rs.3.68 crore (50% of the estimated cost).**
16. **Current solvency certificate of an amount not less than Rs. 1.00 crore issued by a Nationalised/Scheduled bank.**

**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](http://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, 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. On award of the contract, the firm will be required to deposit an amount equivalent to 3% of the contract value as Security Deposit / Performance Guarantee in the form of Demand Draft / Fixed Deposit from Scheduled Commercial Banks as per OM No.F.9/4/2020-PDD dated 12.11.2020 of Procurement Policy Division of Department of Expenditure under Ministry of Finance, in favour of "The Director, IIIM, Jammu" payable at Jammu which will be retained by the Authority for the due and faithful fulfilment of the contract. The S.D / P.G should remain valid for a period of 60 days beyond the date of completion of all contractual obligations by the firm. No interest shall be payable by the Authority on the amount of S.D / P.G so held. The Authority reserves the right to forfeit fully or partly the Performance Guarantee in the event of failure on the part of the contractor to execute the contract or observations of all or any of the terms & conditions. The decision of Director, CSIR-IIIM, Jammu in this regard shall be final & binding. In case the contract is further extended beyond the initial period, the Performance Guarantee will have to be accordingly renewed/extended by the successful tender(s).
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](http://www.iiim.res.in) . The tender documents shall only be opened subject to fulfillment of following conditions:
  - a) Tender Fee of Rs.1000/- (Non refundable) to be deposited into A/C of Director, IIIM, Jammu SBI Bank A/C No.30186230982;



**b). Earnest Money Deposit (EMD):** Earnest Money Deposit (EMD) of Rs.14,73,454/- (Rs Fourteen lakh Seventy Three thousand Four hundred and Fifty Four only) will be required to be paid in the form of Demand Draft/Banker's cheque from Scheduled/Nationalized Banks in favour of "The Director, CSIR-IIIM" payable at "Jammu" and the scanned copy of the same should be uploaded during the submission of Tender duly signed digitally. EMD must be valid for minimum 90 days from the date of publication of the tender. Since the bid is to be submitted online, the Original EMD should be sent by post to reach the office of the Sr.COA before bid submission end time. Tenders submitted without EMD and incomplete tenders will be summarily rejected. CSIR-IIIM will not be responsible for any postal delay. MSME/NSIC Registered firms shall be granted exemption for EMD only. The MSME units claiming exemption of EMD should enclose valid MSME/NSIC Registration certificate, otherwise they need to deposit EMD@2% as mentioned above.

**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/Nationalised Banks 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 three years ending 31.03.2022 and the current financial year. 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 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 without assigning any reason.**

14. Tenderers submitting tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance / rejection of the tender.
15. Any act on the part of tenderer to influence anybody in the CSIR-IIIM, Jammu shall result in rejection of his tender.
16. the requirement of manpower may be increased or decreased at any stage depending on the functional 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 supervisors/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, overtime etc. to eligible Labourers/Workers engaged by the contractor. He will also provide wage slip to their workers every month.
23. The contractor shall have to produce documentary proof in support of his firm/ Establishment.
24. Quotation/tender must be unconditional. Conditional tenders are liable to be rejected.
25. The CSIR-IIIM, Jammu shall have the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of his/ her duties.
26. The Contractor's staff shall carry out such other duties as are entrusted to them from time to time.
27. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
29. The tenders not 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 security agency should not be a defaulter in the matter of payment of wages to the manpower deployed by the agency in any working /past manpower contract including payment of other statutory charges such as EPF/ESI and other forms of payment such as Bonus etc.

**32. 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.**

**33. 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.**

**34. 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.**

**35. FORCE MAJEURE: If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, act of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable, after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by the reason of the event beyond a period mutually agreed to, if any, or thirty days, whichever is more, either party may at its opinion terminate the contract.**

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Terms and conditions of the tender for “Supply of Manpower i.e., Highly Skilled, Skilled, Semi-Skilled and UnSkilled Contractual workers and unskilled gang-labour at CSIR-IIIM, Jammu and IIIM (B) Srinagar & its associated farms for Laboratory and Office Maintenance, Agriculture Activities, Horticulture Practices and also for sanitation and housekeeping works.

The tenderer shall submit their e-tender only at CPP portal <https://tender.gov.in/eprocure/app>. for “Supply of Manpower i.e., Highly Skilled, Skilled, Semi-Skilled and Un-Skilled Contractual workers and unskilled Ganglabour ( on mandays basis) at CSIR-IIIM, Jammu & IIIM (Br.), Srinagar & its associated farms for Laboratory and Office Maintenance, Agriculture Activities, Horticulture Practices and also for sanitation and housekeeping works.

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.1000/- (Non refundable) into A/C of Director, IIIM, Jammu SBI Bank A/C No.30186230982;
3. Experience proof as provided at Form –II Certificate with regard to satisfactory completion of work upto 31-03-2022.
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 of minimum 500 workers
10. Income Tax return filed for last three years.
11. 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.
12. Average annual financial turnover of related services during the last three years, ending 31-03-2022, should be atleast of Rs.3.68 crore (50% of the estimated cost).
13. Current solvency certificate of an amount not less than Rs. 1.00 crore issued by a Nationalised/Scheduled bank.
14. Signed Integrity Pact in the prescribed format as per Annexure “A”.

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 Central Government/State Government/PSU office 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 IIIM/CSIR against any claim arising out of or connected with the Tender.**
5. **Earnest Money Deposit (EMD): Earnest Money Deposit (EMD) of Rs.14,73,454/- (Rs Fourteen lakh Seventy Three thousand Four hundred and Fifty Four only) will be required to be paid in the form of Demand Draft/Banker's cheque from Scheduled/Nationalized Banks in favour of "The Director, CSIR-IIIM" payable at "Jammu" and the scanned copy of the same should be uploaded during the submission of Tender duly signed digitally. EMD must be valid for minimum 90 days from the date of publication of the tender. Since the bid is to be submitted online, the Original EMD should be sent by post to reach the office of the Sr.COA before bid submission end time. Tenders submitted without EMD and incomplete tenders will be summarily rejected. CSIR-IIIM will not be responsible for any postal delay. MSME/NSIC Registered firms shall be granted exemption for EMD only. The MSME units claiming exemption of EMD should enclose valid MSME/NSIC Registration certificate, otherwise they need to deposit EMD@2% as mentioned above.**
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, Bonus, overtime etc.)**
8. **A Character Certificate signed by the concerned authorities 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-IIIM, Jammu absolved from all acts and omissions falls breaches and/or claims, demands, loss, injury and expenses to which CSIR-IIIM, Jammu may be put or involved as a result the contractor's failure to fulfill any of the above obligations and CSIR-IIIM, 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-IIIM, 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 laws namely Contract Labour (Regulations & Abolition) Act, 1970; Minimum Wages Act, 1948; Payment of wages Act, 1936; Employees State Insurance Act, 1948; Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; The Payment of Bonus Act, 1965; Employer's Liability Act, 1938; Employment of Children Act, 1938; 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 **unskilled gang-labour** 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. That the firm shall submit every month the proof of having deposited the amount of contribution claimed by him on account of EPF and ESI towards the persons deployed at IIIM in their respective names. In case the firm fails to do so, the amount claimed towards EPF and ESI contributions shall be withheld till submission of required documents.
22. The payment of wages by the Firm/Agency to its employees shall be made by ECS/Cheque. The payment will be released by the service provider to its employees before the submission of claim to IIIM, Jammu.
23. 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.
24. The contract can be extended beyond one year at the discretion of the Director, CSIR-IIIM, Jammu.
25. 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 58 years having requisite qualifications for the said work.
26. The contractor will engage daily an effective strength of labours for carrying out the work under contract.
27. 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.
28. 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.
29. 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.
30. The Contractor shall engage only physically fit labourers for the works at his sole and own risk.
31. 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.
32. 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 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.
33. The Contractor shall be bound to replace such workers whose conduct and services are not found satisfactory by CSIR-IIIM, Jammu
34. 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 IIIM, Jammu. He shall ensure that no such persons shall create any disruption/hinderance/problem of any nature in IIIM, Jammu, either explicitly or implicitly.

35. The security deposit will be refunded to the Contractor after 60 days of the expiry of the contract only on the satisfactory performance of the contractor and discharge all of his liabilities.
36. 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.
37. The contractor will have to execute an agreement after the award of the work but before the commencement of work.
38. The last month payment of the contract shall be paid only after receiving the satisfactory completion certificate.
39. 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.
40. 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.
41. 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.
42. The contractor shall within 01 month 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.
43. Specialized tools and implements, machines required for carrying out different work shall be provided by the institute.
44. 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.
45. 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.
46. 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.
47. 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.
48. 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.
49. 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% Administrative Charges 0.5%
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 (excluding EPF, ESI, GST, Bonus, Overtime etc.)

50. 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 abnormally low/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.
51. L1 will be decided by the lowest service charges quoted by the CONTRACTOR. In case service charges quoted by two or more agencies are equal, L1 will be decided by considering the total contract amount of all the completed valid works executed by the CONTRACTOR during the last five financial years and the CONTRACTOR having highest total contract amount as furnished in Annexure II, will be considered as L-1 for the purpose of award of work.
52. No service charge will be paid to the manpower agency on account of Bonus paid to the contractual workers.
53. 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 :	

54. The Contractor shall furnish the last six months Bank statement of his account.
55. 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.

56. **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.**
57. **Local office/ proper location and its existence will be inspected by the CSIR-IIIM, Jammu on given address.**
58. **GST, EPF, ESI & other statutory charges etc. will be paid by the manpower agency along with the wages and will be subsequently reimbursed to the manpower agency by CSIR-IIIM, Jammu.**

**Signature of Contractor**

## **SCOPE OF WORK**

### **1. Agricultural/Horticultural Services**

- i) Maintenance of all the lawns/plants/trees of CSIR-IIIM, Jammu and IIIM (Br.), Srinagar and its associated Farms.
- ii). The maintenance shall be provided by proper soil, landscapes, bed management, watering, weeding, manuring, moving, cutting of grass, shrubs, trees, hedges, edges creepers etc., pruning, spraying pesticides, replacing dead plants, re-developing or improvising landscapes wherever required. The maintenance shall mean and include water, preparation of beds, weeding, mulching, forking the soil, trimming, pruning, supporting, mowing lawns/grass, sweeping, disposal of materials, application of manures like cake dung, insecticides, pesticides etc. The interval for spraying insecticides, applying fertilizer/manure etc., will be as per site conditions and requirements. It also means and includes, replacement of plants and shrubs, to fill in the gaps during the operational period.
- iii) Plantation of sapling, trees, flower plants, their maintenance and trimming from time to time, changing pots etc.
- iv) Watering plants and grass in the lawns to ensure that greenery is maintained in the CSIR- IIIM premises.
- v) Pest control use and spray of pesticides.
- vi) Arrangement of flower vases as per the requirement of CSIR-IIIM.
- vii) Maintain and enhance beauty of the premises at all times.
- viii) The entire premises shall be kept in such a way that it always looks lush green. The maintenance contract is meant for total upkeep including development of the entire premises in lush green and healthy conditions in entire area including road sides, lawns, pathways, trees, hedges, bushes, herbs, shrubs, etc,
- ix) Land development and field preparation for area expansion under the crops.
- x) Land development and preparation of nursery beds for introduction of floriculture crops
- xi) Weeding, intercultural operation, distillation and processing, maintenance of germplasm.
- xii) Raising of nurseries, seed sowing, Pruning and Harvesting of seeds and Nursery production of floriculture crops at farm
- xiii) Transplanting of Clarysage and various floriculture crops.
- xiv) QPM generation of Medicinal and Aromatic Plants including Lavender, Rose and Rosemary etc.
- xv) Trimming and Pruning of Rose.
- xvi) Cleaning, weeding, hoeing of land overall maintenance of the Farm.
- xvii) Management of Nurseries under open field and poly Houses.
- xviii) Development and Maintenance of Plant Gene bank, Land and Ornamental pot Plants at Farm.
- xix) Irrigation of the crops at the Farm
- xx) Application of Fertilisers on various crops at the Farm.

## **2. HOUSEKEEPING ACTIVITIES**

Providing cleanliness/housekeeping services which include cleaning work of complete CSIR-IIIM buildings, toilets, glass panes, mopping and general cleaning of whole area consisting of main Laboratory, Pilot Plant, Cafeteria, Library, Engg.Services Division, Animal House, New Animal House, cGMP Plant, Guest House, Student Hostel etc in CSIR-IIIM Jammu and IIIM (Br.), Srinagar and sweeping of Roads in the Institute. The quantum of work is such that for cleanliness, it will be sufficient to handle the job depending upon the increase or decrease in manpower as per actual requirement of the Institute from time to time and the contract manpower will also be proportionately increased or decreased as the case may be.

1. In brief, the job function is to maintain the aesthetic looks in the lab and Guest House premises by maintaining pleasant odour and cleanliness, keeping the building & the surrounding area neat, clean & tidy every day keeping them in hygienic & sanitary conditions of high standard as per contract.
2. Effective cleaning of rooms and bathrooms has to be ensured during the morning shift taking into account the convenience of the occupant. Unoccupied rooms should be cleaned everyday.
3. The Housekeeping staff will be present in the premises and carry out duty for entire eight hours excluding meals / tea hrs./ staggered duties as assigned by competent authorities.
4. The workers should maintain highest discipline and behave politely and proper manner with the students and guests. They should not argue with the students and guests.
5. The guidelines of cleaning process are as under:-

### **(i) DAILY – House Keeping.**

1. Proper sweeping & mopping of all floors in the building twice daily. Cleaning of walls, railings, corridors & lifts, entry roads of various buildings etc. covering the entire constructed areas, no betel stains or cob webs etc. should be visible anywhere.
2. Proper sweeping and mopping cleaning of lifts. Cleaning of main staircases at least three times. Cleaning entrance lobby area frequently.
3. Cleaning of Waste Paper Baskets, Sanitation Bin & Spittoon set & disposing of garbage/refuse as directed.
4. Dusting Guest House furniture, almirahs, Cupboards, phones, Partition walls Doors Windows, Notice Boards, Flower Vases & pieces of decoration and other materials available in CSIR-IIIM..
5. Cleaning glasses of windows, doors, partitions etc.
6. Common Toilets & urinals including floors to be cleaned regularly and continuously at every two hours throughout the day with phenyl and other disinfectants. **Suitable number of female cleaners should be deployed for taking care of cleaning works of ladies toilets and ladies rooms in Students Hostel.** Only male cleaners should be deployed to clean the Gent's toilets in the premises. The toilets in the Guest House should be cleaned every day with utmost care.
7. Porcelain fixtures to be cleaned with Vim. To provide Naphthalene balls, Toilet rolls & Liquid soap etc.
8. To spray space with room fresheners/ perfume to maintain pleasant odour as & when required at Guest House when under occupation.

9. Spray of Gammexine, bleaching powder & Finit /Hit or good insecticide on regular basis to prevent breeding of flies/ mosquitoes, cockroaches, lizards and big ants all kinds of pests.
10. To attend & clean and remove chocking of drains including CI pipes, sanitary fixtures, manholes & sewer lines, whenever required for smooth functioning and as directed by Officer-in-charge.
11. To clean the vertical Marble & Mosaic surfaces wherever required or as instructed by the supervisor/Officer-in-Charge.
12. Thorough cleaning of rooms with, Odorex, dettol/ carbolic acid / disinfectant etc. as required and as directed by Supervisor/ Officer-in-charge.
13. Thorough cleaning of dirty passages, approach road, entrances of buildings.
14. Daily collection of infectious and non-infectious waste from the CSIR-IIIM and proper disposal of the same as per instruction of the Supervisor/ Officer-in-Charge.
15. Supervisor of housekeeping will inspect the toilets & maintain the daily cleaning roster in all toilets.

**(ii) WEEKLY – House Keeping:**

1. Cleaning of Carpets, Curtains, Venetian/vertical blinds Phones and Electrical fittings on walls in rooms, passage and corridors in the building.
2. Cleaning of fans, tube-lights, false ceiling, ceiling, walls, O2 and CO2 pipes.
3. Cleaning false ceiling sheets, polishing of steel body.
4. Cleaning of terraces in all buildings.
5. Washing of bed linen, towels etc. on as and when required basis and at least twice a week.
6. Cob-webs in all the walls and ceilings to be removed as often as necessary and at least once a week.
7. Mosquito repellent, chemical spray to be done in all the rooms.

**(iii) FORTNIGHTLY – House Keeping:**

- a) Cleaning of ceiling with electrical fitting & roofs.
- b) Washing & Scrubbing of floor with automatic (as described earlier) machines with required cleaning material.
- c) Cleaning storm water drains, water pipes & over head tanks.

**(iv) MONTHLY – House Keeping:**

1. Wax Polishing of floor & polishing the furniture, if required as per agreed extra cost.
2. Sweeping & cleaning of service ducts, Service Rooms, Service Shafts & all drainage pipes including those of toilets.
3. Cleaning of drains and manhole lines connected from all type of building to the main drains and sewer line.
4. Washing of building from outside with prior permission from Supervisor/ Officer –in-charge.
5. Carpet shampooing on quarterly basis.

**3. FOR GUEST HOUSE MANAGEMENT SERVICES**

**Inclusions:**

**Food Services:** Breakfast, Lunch/Dinner will be prepared at the Guest House and charged on actual consumption

**Exclusions:**

- **Infrastructure:** All room furnishing and fittings, infrastructure like A/C(Air Condition unit) &

Water Geyser, Washing Machine, TV, Bed Linen, bath linens, mats, etc. to be provided by the Institute.

- **All Kitchen infrastructures: (crockery, cutleries, gas connection and fuel for gas etc.,) Cafeteria set up** to be provided by the Institute.
- **Water:** Drinking water will be provided by the Institute.
- **Utility Bills:** Payment of utility bills including electricity, water, repair and maintenance charges etc to be borne by the Institute.

#### **As and when required:**

The contractor shall supply manpower for rearranging of the material or furniture during working hours for which extra payment shall be made as per the minimum wages on daily basis.

#### **4. CANTEEN:-**

The contractor shall have to provide manpower for cooking of foods/tea in canteen as per the requirement of Institute at CSIR-IIIM premises.

#### **5. New Animal House**

The manpower to be deployed in the Animal House should have specialized skills in order to execute the following tasks:-

- a. Washing and cleaning of 300 cages on a daily basis.
- b. Washing of water bottle and refilling the same with drinking water and placing them back in their respective spot within the cages.
- c. Replacing bedding material for animals in cages daily.
- d. Running of autoclave machine for sterilization of cages, bedding material , water bottle of animals etc. The autoclave machine usually sterilization the material in two hours.
- e. One worker is responsible for upkeep/cleaning of animals, replacing of animal cages, bedding material water bottles etc. in each animal room.
- f. Manpower required for upkeep of separate animal rooms for mice, rats and rabbits.
- g. Manpower required for running of separate HVAC machines are to be operated for pumping fresh air into the animal rooms and for proper ventilation of animal rooms.
- h. Manpower required for running of the RO plant which needs to be operated by workers for softening of water.
- i. Manpower required for running of Autoclave equipment through steam boiler and electric motors.
- j. Putting animal feed in the hopper in each animal cage.
- k. Manpower required for smooth running of Water Treatment Plants, 03 Lifts, Autoclave Machines, IBR Steam Boiler, Air-Compressor, Effluent Treatment Plant, Ductable AC Plant, Window ACs and Split A/Cs, Humidifiers.

**6. Office Related Activities:**

Manpower required for performing office work such as operation of Photocopy machines, Scanners, Distribution of Dak/files, from one section to another etc.

**7. Laboratory Related work:**

The manpower required in the laboratories are to assist scientists in Laboratory related work such as operation of Laboratory equipment, Technical support and maintenance of machinery etc.

**Place:**

**Date:**

**Contractor's Seal & Signature**

## **Schedule of Quantities**

### **(A) Contractual Workers**

<b>Categories</b>	<b>IIIM, Jammu</b>	<b>IIIM, Srinagar</b>	<b>Associated Farms.</b>	<b>Total</b>
<b>Laboratory Boy (L&amp;B)</b>	60	-	03	63
<b>Assistant (L&amp;B)</b>	27	08	-	35
<b>Assistant Wireman</b>	01	-	-	01
<b>Cook (L&amp;B)</b>	07	01	-	08
<b>Attendant (L&amp;B)</b>	09	07	-	16
<b>Watchman (L&amp;B)</b>	03	-	-	03
<b>Highly Skilled (Agr.)</b>	10	10	-	20
<b>Skilled (Agr.)</b>	15	01	25	41
<b>Sanitation</b>	18	03	-	21
<b>Total</b>	150	58	-	208

**b. Unskilled Gang-labour (Need based) as per requirement.**



**Wages will be Central Wages paid to contractual workers engaged through manpower agency for Central Government Offices located in J&K both (B Class) under the Municipal limits and (C Class) for farms located outside municipal limits.**

	Area B					Area C	
	Laboratory Boy /Assistant/ Assistant Wireman/ Cook (in Rs.)	Attendant /Watchman (in Rs.)	Highly Skilled (Agr.) (in Rs.)	Skilled (Agr.) (in Rs.)	Sanitation (in Rs.)	Laboratory Boy	Skilled(Agr.)
Rates of Minimum wages(Basic plus VDA) per month							
ESI @ 3.25% of Basic plus VDA							
EPF @ 12% of Basic plus VDA							
EDLI @ 0.5% of Basic + VDA							
Adm. charges (EPF) @ 0.5% of Basic+VDA							
Bonus @ 8.33% on Basic plus VDA							
Expected Service Charges @----%on Basic wages plus VDA							
<b>TOTAL A</b>							
<b>GST@18%</b>							
<b>Grand Total</b>							

**GST, EPF, ESI & other statutory charges etc. will be paid by the manpower agency along with the wages and will be subsequently reimbursed to the manpower agency by CSIR-IIIM, Jammu.**



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

16. ESI registration Number :  
17. GST registration No. :  
18. P.A.N. No. :

19. Designation and address of the person to whom all references shall be made regarding this tender:

20. Shop & Establishment Registration No. :

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.

**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)****DETAILS OF EXPERIENCE****Detail of the works completed satisfactorily during previous five years ending 31.03.2022.**

<b>S. No.</b>	<b>Name of the work</b>	<b>Site of Work</b>	<b>Period of Work</b>	<b>Value of Work/ Annual Turnover</b>	<b>Name of Organization</b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
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16.					
17.					
18.					
19.					
20.					

**Certificate of satisfactory completion of works signed by Head of Office/Authorized Signatory must be attached.****Signature of Tenderer**



**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))

NIT No.01/CW/2022

Dated: 12.10.2022

From:

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

Submission of Financial (Price) Bid for “Providing of Manpower i.e., (a) unskilled/semi-skilled/skilled /highly skilled workers and unskilled ganglabour for Laboratory and Office Maintenance, Agriculture Activities, Horticulture Practices and also for sanitation and housekeeping works 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
Supply of Manpower i.e., Un-skilled/Semi-skilled/Skilled/ Highly Skilled contractual workers/Sweepers/unskilled ganglabour	Service charges to be quoted in the BOQ

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, Bonus, overtime etc.)

**Note:** It must be ensured that rates quoted should not be abnormally low/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---- for supply of worker for horticulture operation/related Lab. activities and sanitation/- or 3% 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.<br>issued by the competent Authority.   | Yes/No |
| 5.  | ESI Registration No. issued by the competent authority.  | Yes/No |
| 6.  | The Firm/ Agency Registered under shop & Establishment Act   | Yes/No |
| 7.  | Receipt of bank regarding depositing of tender fee/ tender cost.   | Yes/No |
| 8.  | Detail of similar experience certificate along<br>with the satisfactory performance certificate/completion certificates<br>issued by the Principal Employers where such work was undertaken during the last three<br>five years alongwith copies of relevant labour license etc. and ESI EPF<br>return filed in the said amount of work. | Yes/No |
| 9.  | Registration with the RLC (Central)  | Yes/No |
| 10. | Signed Integrity Pact in the prescribed format as per Annexure "A".  | Yes/No |
| 11. | Average annual financial turnover of related services during the last three<br>years, ending 31-03-2022.   | Yes/No |
| 7.  | Earnest Money Deposit (EMD) of Rs.14,73,454/-  | Yes/No |
|     | (Rs Fourteen Lakh Seventy Three Thousand Four Hundred and Fifty Four only)   |        |
| 8.  | Income Tax returns filed for the last 3 years(2019-20, 2020-21, 2021-22)   | Yes/No |

Signature \_\_\_\_\_

Name & Address \_\_\_\_\_

With Rubber Stamp \_\_\_\_\_

**Format of Integrity Pact**

*(Refer para 5.1.2 (ix) (k) of the CSIR Manual)*

**INTEGRITY PACT**

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by \_\_\_\_\_ hereinafter referred to as “The Principal”.

And ..... herein referred to as “The Bidder/ Contractor.”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

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

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

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

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



- (3) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **Section 3 – Disqualification from tender process and exclusion from future Contracts**

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

### **Section 4 – Compensation for Damages**

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

### **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

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

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

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

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

## **Section 8 - Independent External Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A),CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word ‘Monitor’ would include both singular and plural.

## Section 9 – Pact Duration

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

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

## Section 10 – Other provisions

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

(For & on Behalf of the Principal Employer)  
(Office Seal )

(For & on Behalf of Contractor/Bidder)  
(Office Seal)

Place

Place

Date

Date

Witness 1:(Name & Address”)

Witness 1:(Name & Address”)

Witness 2:(Name & Address)

Witness 2:(Name & Address)

**Details of Independent External Monitor (IEM)**

- (i) **Shri Prabakaran Palaniappan**  
IAS (Retd.)  
New No. 9, (Old No. 4B/14),  
Venkateswara Nagar 3rd Street  
Adyar, Chennai 600020 (Tamil Nadu)  
Email: [pprabakaranias@gmail.com](mailto:pprabakaranias@gmail.com)

## 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/Manpower and unskilled ganglabour for Agriculture related activities, 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 **Rs--** for supply of workers for horticulture/related lab. activities and Sanitation by way of Fixed Deposit Receipt/TDR/CDR No. .... dated .....Name 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-IIIM, 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 10<sup>th</sup> 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/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 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 \_\_\_\_\_

1. Sr. Controller of Administration  
For and on behalf  
CSIR, Anusandhan Bhawan, 2, Rafi Marg,  
New Delhi – 110001.

2. Controller of Finance & Accounts  
For and on behalf  
CSIR, Anusandhan Bhawan, 2, Rafi Marg,  
New Delhi – 110001.

WITNESS

- 1.
- 2.

WITNESS

- 1.
- 2.