

CSIR-Institute of Integrative Medicine Jammu 180001

NIT through E-procurement

Director CSIR IIIM Jammu invites On-line Tenders under **Two Bid System** for House-keeping/Cleaning/Sweeping work under job contract at CSIR-IIIM Jammu from reputed Registered Contractors holding valid license under Contract Labour (Regulation & Abolition) Act 1970 as per work requirement detailed in Annexure having experience of executing same type of job work in any Govt.(Central/State), Semi-Govt. Public Sector Undertakings, CSIR Labs./Instts and having annual turnover of **Rs. 1,50,00,000** and above during each year of the preceding 3 financial years.

S.No	Description of Service	Estimated Cost(per Annum)	EMD
1	JOB CONTRACT FOR House-keeping/Cleaning/Sweeping as per requirement at CSIR-IIIM Jammu.	50,00,000/-+GST	1,00,000/-

Tender documents may be downloaded from e-Procurement website of CPPP <https://eprocure.gov.in/eprocure/app> or from Government-e- Marketplace Portal(GeM Portal) as per the schedule as given. Notice with the link is also available on CSIR-IIIM website <https://www.iiim.res.in>. Director, CSIR-IIIM, Jammu reserves the right to accept or reject any offer without assigning any reasons. **Manual bids shall not be entertained.**

CRITICAL DATE SHEET

Tender NIT No.	M-13011/1/2024
Date and Time for Issue/Publishing	02.02.2024
Document Download/Start Date and Time	02.02.2024
Bid Submission Start Date and Time	16.02.2024
Bid Submission End Date and Time	16.02.2024
Date and Time for opening of Bids	16.02.2024
Date and Time for Opening Financial of Bids	Will be intimated later on to firms which qualify technically
Address for Communication	Director CSIR-IIIM, Canal Road, Jammu 180001

SECTION 1: INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The tender from/bidder documents may be downloaded from the website: <https://www.etenders.gov.in> or from the Government-e- Marketplace Portal(GeM Portal). Online submission of Bids through Central Public Procurement Portal (<https://www.etenders.gov.in>) or Government-e- Marketplace Portal(GeM Portal) is mandatory. Bidders are advised to study the bid document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of all instructions, eligibility, forms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in the rejection of the bid. Manual/Offline bids shall not be accepted under any circumstances.
2. Tenders/bidders are requested to visit website <https://www.etenders.gov.in> or Government-e-Marketplace Portal (GeM Portal) regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only. **The tenders online at <https://etenders.gov.in> or Government-e- Marketplace Portal(GeM Portal) is invited in the prescribed format under two bid system, for the following work House-keeping/Cleaning/Sweeping as per requirement at CSIR-IIIM Jammu** from reputed Registered Contractors holding valid license under Contract Labor (Regulation & Abolition) Act 1970 for providing such services.
3. **JOB CONTRACT FOR House-keeping/Cleaning/Sweeping as per requirement at CSIR-IIIM Jammu** having experience of executing same type of work in any Govt.(Central/State), Semi-Govt. Public Sector Undertakings, CSIR Labs./Instts and (having annual turnover of **Rs. 1,50,00,000** for similar work and above during each year of the preceding 3 financial years).
2. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Institute reserves the right to accept or reject any or all the tenders.
3. The interested Agency may submit their tender document complete in all respects along with Bid Security/Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One lakh only). Since, the bid is to be submitted on-line, the Original Bid Security/EMD should be sent by post to reach this office before bid submission end time. Also, a copy of the same may be attached with the ONLINE bid. Without receipt of original BID Security in time, the tender will not be accepted. CSIR-IIIM will not be responsible for any postal delay. The EMDs will be refunded to the unsuccessful bidder.
4. The interested Firms are required to deposit (in original) Earnest Money Deposit (EMD) of **Rs.1,00,000/-** in the form of Demand Draft/Bank Guarantee/FDR from any of the Commercial Banks in favour of DIRECTOR, CSIR-IIIM Jammu on or before bid opening date and time as mentioned in the Critical Date Sheet.

5. The firm should send the original brochures of the product (if required) and may be addressed to the **DIRECTOR, CSIR-IIIM, Jammu 180001** on or before the bid opening date and time as mentioned in the Critical Date Sheet.
6. Bidders need not to come at the time of Technical as well as financial bid opening at CSIR-IIIM Jammu. They can view live bid opening after login on CPPP e-Procurement Portal or GeM Portal as applicable at their remote end. If bidder wants to join bid opening event at CSIR-IIIM, Jammu then they have to come with the bid acknowledgement slip generated after successful submission of the online bid.
7. Prospective tenderers are advised to get themselves registered at NIC CPP portal or GeM portal as applicable, obtain 'Login ID & Password' and go through the instructions available in the Home Page after login into the CPP Portal or GeM portal parallel which is essentially required for submission of their tender.
8. The tenderer shall be required to submit the bids in two bids systems and a hard copy of tender shall not be entertained.
9. Tenderers must ensure that all the uploaded documents should be of quality. Vague/poor quality of printed documents and incomplete documents will not be accepted.
10. The Successful bidder, after getting the LOI (Letter of Intent), has to sign in each and every page of contract documents(hard copies) with date and seal downloaded from <https://etenders.gov.in> or from Government-e-Marketplace(GeM) portal.
11. The Director, CSIR-IIIM reserves the right to not consider the tender document of such working agencies whose ongoing performance is below par and usually poor. The office also reserves the right to verify the credentials submitted by the agency at any stage (before or after the award of work). If at any stage, any information/documents submitted by the tenders is found to be incorrect/false or have some discrepancy which disqualifies the contractor then the following action are liable:
 - i.) Forfeit the entire amount of EMD submitted by the firm.
 - ii.) The agency shall be liable for debarment from tendering in CSIR-IIIM, Jammu apart from any other appropriate contractual/legal action.
12. The Director, CSIR-IIIM reserves the right of accepting or rejecting any or all tenders or any part thereof without assigning any reason.
13. The tenderers must ensure that the lumpsum amount quoted for the proposed job contract includes the component of wages and their service/administrative charge.

SECTION 2: SUBMISSION AND MODE OF THE EVALUATION OF BID

2.1 Bidders must ensure that all the uploaded documents should be of good quality. Vague/poor quality of printed documents and incomplete documents will not be accepted.

“The bidder has to submit their bid strictly as per the prescribed form for Technical Bid (Annexure “I”, “II”, “III”, “IV”) and Financial Bid (Annexure – “VII”) as per BOQ for Job Contract mentioned at Annexure “V” (V1 to V3) and cost of material as per Annexure “VI” separately.”

2.2 The Technical bid which will contain the details given under eligibility criteria above will be opened first (Annexure I to IV) and evaluated for qualification on receipt of

original DD for EMD. Thereafter, the financial bid will be opened only for those who qualified in the technical bid. The photocopy of DD for EMD should also be submitted in the technical bid.

2.3 The Financial bid is to be submitted strictly as per the prescribed form as given at Annexure-VII. The criteria for the evaluation of the Financial Bid will be decided by the Institute and the tenderer have to accept the same.

2.4 EVALUATION CRITERIA:

1. Total number of Bids received will be announced to bidders during Bid opening time.
2. Technical and financial Bid will be opened by Evaluation Committee.
3. Only Bidders who qualify Technical Bid will be considered for Financial Bid. Financial Bid of the unqualified bidders in Technical Bids will not be opened.
4. Price quoted in financial bid will be announced to bidders.
5. The lowest tenderer (L-1) on lumpsum quoted amount shall be awarded the job contract. In case, the lumpsum quoted amount quoted by two or more agencies are equal, L1 will be decided based on highest turnover (Average of 3 years) for the same job to be described in Annexure-I, as submitted by the bidders in a separate sheet or it may be automatically decided in the GeM portal.
6. On the approval of Competent Authority, Lowest One (L-1) bidder name will be declared.
7. The L1 bid should be a workable bid. That is after accounting for the minimum wages of the minimum indicative staff and deduction of TDS the bid should not become Zero or negative. Such bids shall be summarily rejected. For calculation of the minimum wages, the wages as prescribed for **Sanitation Category** shall be taken into consideration.

SECTION 3: Eligibility Criteria, mandatory documents etc. to be submitted for Technical Qualification:

- I. EMD shall be deposited in favor of Director, CSIR-IIIM, Jammu through RTGS/NEFT (Account No. **30186230982** & IFSC Code **SBIN0000657** of the Branch (Bank SBI) and attach copy of payment details.
- II. Certificate of Registration of firm or Partnership issued by the Appropriate Authority. *[Registration under shop & Establishment Act 1948/the Indian Companies Act, 2013/or any other Applicable Act].*
- III. Documentary evidence of last 3 years' experience of the firm in the field of providing the same services in Central Govt. establishments/Autonomous bodies of Govt. of India/Corporations of Govt. of India/reputed public or private organizations. Last 3 years will be determined from 01.04.2020.
- IV. Proof of registered main/branch office address at Jammu supported by duly certified proof (1.Jammu address mentioned in the incorporation of firms or Registered rent deed agreement registered with registrar/sub-registrar of the said area of branch office at Jammu prior to date of opening of tender **and/or** 2. telephone/electricity bill in case of own house being used as registered/branch office.
- V. Copy of Labor License under Central Labour (Regulation & Abolition Act, 1970) for same type of job contract for minimum 50 Nos. of Contract Labour.

- VI. Details of Bank Account of the firm (Name of Bank, Name of branch, Account No., Type of A/C) The bank account should be at least 3 (three) years old. A cancelled cheque of the account of the firm to be enclosed.
Copy of valid PAN Card.
- VII. GST Registration Number with last 3-month deposit challan.
- VIII. Provident Fund Registration Number with last 3-month deposit challan.
- IX. ESI Registration Number with last 3-month deposit challan.
- X. Certificate issued by a Chartered Accountant endorsing the **Annual Turnover** of Rs 1,50,00,000/- and above for same work during financial year (2020-21, 2021-22 & 2022-23).
- XI. IT Return and Audited Balance Sheet of the last 3 years.
- XII. Non-relation certificate with the employees of CSIR-IIIM, Jammu.
- XIII. Not blacklisted certificate as mentioned earlier in the form of affidavit.
- XIV. Satisfactory performance and proof of carrying out of One similar work for (providing job contract for House-keeping/Cleaning/Sweeping) costing not less than Rs 40,00,000/- or two similar work of not less than 25,00,000/- or three similar works of not less than 20,00,000/- in duration of 01 year within last three years in CSIR or in reputed Govt office/PSUs/Autonomous Bodies ending on last date of previous month. (Award letters & Completion certificates).
- XV. The firm must have registered office in Jammu with proof as mentioned at “V” above as the job requirement of the Institute is labour intensive and requires strict supervision of the manpower engaged and also sudden and emergent requirement of additional manpower on a short notice.

SECTION 4: Scope of Work and related Specific Conditions

1. The Contractor will arrange for House-keeping/Cleaning/Sweeping under Job Contract as per the requirement of CSIR-IIIM as mentioned at Annexure V (V1 to V3)

SECTION 5: GENERAL TERMS AND CONDITIONS

1. In order to be an eligible tenderer, the contractor must be holding valid registration and license under Contract Labor (Regulation & Abolition) Act, 1970 on or before date of opening of tender. ESI Act, 1948 and EPF Act, 1952 and having GST registration and have successfully executed/completed similar works as per NIT.
2. The duration of the contract for House-keeping/Cleaning/Sweeping for various works is for a period of **02 (two)** years subject to annual performance review from the date of commencement of work which may further be extended for a further period of one year after the satisfactory end of a two year period from the date of award of work at the same rates, terms and conditions depending upon the satisfactory performance and approval of the competent authority. However, the contract can also be terminated prematurely without payment of any compensation whatsoever other than the dues under the agreement by serving one month's written notice to do so. The Director, CSIR-Indian Institute of Integrative Medicine, Jammu will have the sole discretion to extend or terminate the contract at any time without assigning any reason.
3. The contractor should have a registered office at Jammu as the proposed job is labour Intensive and requires constant monitoring of the contracts and in case of any eventuality contractor should be approachable as and when required immediately.

4. The tenderer must ensure that wages to the workers against the contract should not be less than the minimum wages (Sanitation category) as per the minimum wages Act, 1948 amended from time to time by the Govt of India.
5. The contractor should obtain a valid licence under the Contract Labour(R&A) Act. 1970. The contractor shall also maintain all statutory records as may be required from time to time under the said Act and furnish the same for verification by the Employer/Labour Authority as and when required. He shall have a valid licence before commencement of work, and continue to have the same till completion of the contract. The Contractor shall also abide by the provisions of the child Labour (Prohibition and Regulation) Act, 1986.
6. That the contractor shall at his own cost take necessary insurance cover in respect of the workers provided by him and such insurance shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act. 1970; Employees State Insurance Act; Workman's compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The Payment of Bonus Act, 1965; The Minimum Wages Act. 1948; Employer's Liability Act.1938; Employment of Children Act. 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expenses arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfil 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 CSIR-IIIM shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
7. Payment of wages to the workers must be disbursed **through their respective Bank account latest by 07th day of the subsequent month without waiting for his bill to be cleared/paid by the Institute and the Bank statement should be enclosed along with the bill.** The contractor/tenderer should issue monthly pay slip to all contract workers deployed at CSIR-IIIM, Jammu within three days after the disbursal of salary to the contractual workers.
8. The persons employed through the Contractor for all purposes are the employees of the Contractor and cannot claim employment and other benefits from CSIR. The persons provided by the Contractor should be physically fit and healthy and below the age of 50 years. Any contractual worker deployed if found to be unfit for work assigned shall be immediately withdrawn by the Contractor. The contractor must employ adult labour only. Employment of child labour will lead to the termination of the contract.
9. That contractor/tenderer shall submit details such as names, parentage, residential address, age etc. of the persons provided by him in the premises of the Lab./Instt./CSIR for the purpose of proper identification of the employees of the contractor engaged for providing manpower for various works at CSIR-IIIM, Jammu. Identity cards bearing their photographs/identification, etc. should be issued to all contract workers deployed at CSIR-IIIM, Jammu while on duty. The Uniforms

alongwith safety gear including belts/Harness/boots/gloves etc. as required would be supplied by the Contractor at his own cost to the persons deployed for this work. The contractor/tenderer should issue monthly pay slip to all the workers deployed at CSIR-IIIM, Jammu under the present work contract.

10. That the Contractor shall submit the proof of having deposited the amount and number of ESI & EPF contributions towards the persons deployed at CSIR IIIM, Jammu and in their respective names before submitting the bill for the subsequent month. **The amount should be deposited individually and should not be mixed up with any other contract. The reimbursement shall be as per actual deposits of amount. In case, the Contractor fails to do so the amount towards ESI & EPF contribution will be withheld till submission of required documents.**
11. **The Service Charge should be inclusive in the lumpsum quote submitted by the bidder for the proposed Job Contract and will be for (02) two years initially from the date of award of contract and in case of extension, the same terms and condition will continue till expiry of the contract. No escalation of any kind of monthly lumpsum payable amount during the currency of the contract shall be entertained.**
12. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour laws including the provisions of Contract Labour (Regulation and Abolition) Act. 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Director of the Lab./Instt. a sum equivalent to 10% of the monthly invoice value as penalty.
13. The contractor shall be required to maintain permanent attendance register/roll within CSIR- IIIM premises which will be open for inspection and checking by the authorized officers of CSIR-IIIM.
14. The contractor shall also be responsible to provide other benefits to the workers engaged by him under the Social Welfare Legislation Acts like Bonus, gratuity etc. as admissible under the rules and CSIR-IIIM shall not be responsible for any claims of staff engaged by the contractor. Bonus payable shall be reimbursed to the contractor upon production of the proof of payment.
15. Any compensation for disengagement on account of death, disability of any worker deployed at CSIR IIIM, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability.
16. The contractors shall provide adequate manpower during the period of contract as per the provided scope of work at Annexure 'V' ”.

17. If necessary, the Contractor will have to arrange accommodation for his staff at his own cost. CSIR- IIM will not provide any accommodation under ordinary circumstances.
18. The contractor or his workers shall not misuse the CSIR- IIM premises for any purpose other than for which contract is awarded.
19. The Contractor shall not lease or sub-contract the whole or any part of the contract to anybody. Such act will lead to cancellation of Contract along with forfeiture of EMD and/or Performance Security.
20. The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR. The employees of the contractor shall not be allowed to participate in any trade union activities nor enter in any private work during working hours. Any complain on such account will be immediately brought to the notice of contractor for necessary action if required the contractor should replace the person. Internal organizational problems of the Contractor and the deployed staff will be resolved by the Contractor at his own end without disturbing the peace & tranquillity and involvement of the CSIR-IIM. Occurrence of such incident(s) will lead to termination of the Contract along with forfeiting of Contract along with Security Deposit.
21. At any time during the continuation of the contract, if it is observed that the contractor is not complying with the provisions of the contract or other provisions of various Labour and other Acts. applicable, the contract may be terminated by the Director, CSIR-IIM, Jammu by giving one month 's notice.
22. The contractor shall give the permanent Income Tax number for deduction of Income Tax at the prevailing rate on the total value of payment to be deposited with Income Tax Department.
23. The contract agreement is to be signed by the contractor on a Non Judicial stamp paper of Rs.100/- within 01 (one) week of issuing Work order which will be taken as the date of commencement of the work.
24. The Director, CSIR-IIM does not bind himself to accept the lowest tender or any tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reasons and the tenderer shall be bound to comply with the same at the rates quoted.
25. Canvassing in any forms in connection with the tender is prohibited and the tenders submitted by the contractor(s) who resort to canvassing are liable for rejection.
26. Tenders submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work, validity beyond 90 days from the date of opening shall be by mutual consent.
27. The tenderer shall quote rate both in figures and words. He shall also work out the amount for each item of work and write in both figures and words on check if

there are any difference between the rates quoted by the tenderer in words and in figures or in the amount worked out by him the following procedure shall be followed:

- i) When the amount of an item is not worked out by the tenderer or if does not corresponds with the rate written either in figures or in word, the rates quoted by the tenderer in words shall be taken as correct.
 - ii) When the rate quoted by the tenderer in figures and in words tallied but the amount is not worked out correctly, the rate quoted by the tenderer shall be taken as correct and not the amount.
 - iii) All over-writings/corrections should be duly signed by the tenderer.
28. The tenderer should see the area/location and no claim whatsoever will be entertained for any alleged ignorance thereof.
 29. Except writing rates and amount the tenderer should not write any conditions or make any charges, additions alterations and modifications in the tender which may result in cancellation of the tender. Tenderers who are desirous to offer rebate the same should be brought out separately in the covering letter and submitted along with the Bid.
 30. The Contractor/Bidders shall declare in writing that neither he/she nor any of them in any way are related to any officer of the rank of Section Officer or above in the Council or in the Laboratory/Institute where the work is to be carried out.
 31. The Contractors/Bidders should certify that there are no any legal proceedings/disputes against him in any court of law and the Contractor or his agency is not black listed either by Central Govt., State Govt. or by any public/private organization.
 32. Income tax or any other tax as applicable in whatsoever form in respect of this contract will be deducted from the contractor's monthly bill.
 33. The successful bidder should produce original documents for verification.
 34. Tenders which do not fulfil any or all of the above conditions or are incomplete in any respect are liable to be rejected.
 35. The personnel so deployed under this contract through the contractor cannot claim regularization and other benefits of pay and allowances from CSIR and shall remain the employees of the contractor for all intents and purposes.
 36. Tenderers must submit satisfactory work completion certificate of the contract carried out at CSIR-IIIM if any.
 37. The Tenderers must submit last three years of financial statement duly certified by the CA and copy of the Agency's IT return of last three years (2020-21, 2021-22 & 2022-23).

38. The tenderers are advised to submit only relevant papers/documents, as per NIT, do not upload irrelevant/unwanted paper which may lead to rejection of the tender and no further correspondence will be entertained in this regard.
39. The Earnest Money (EMD) will be forfeited in the following circumstances;
 - a. If the contractor fails to commence the work as per the letter of award and the award letter will be cancelled.
 - b. If the Tenderer withdraws his Tender during the period of Tender validity.
 - c. If the successful Tenderer fails to:
 - i. Sign the contract or to furnish the performance security in accordance with General terms and conditions of contract.
 - ii. Comply with all the terms and conditions of the agreement.
 - iii. Comply with the rules and regulations as set forth by Govt. and applicable to the Contract for the supply of contractual manpower.
40. All the pages of this tender document need to be duly signed and stamped by the Contractor with date as a token of having accepted the same.
41. Return/refund of EMD to the unsuccessful/non-responsive Tenderers will be made normally within 30 days after the successful award of tender. No interest shall be payable on it under any circumstances.
42. Director, CSIR-IIIM further reserves the rights to accept one or more Tenders in part or in full or reject any or all Tenders in part or full without assigning any reasons thereof.
43. Director, CSIR-IIIM also reserves the right to disqualify such Tenderers who have a record of not meeting the contractual obligations against earlier contracts entered into with CSIR, or with any central or state government agencies.
44. The Contractors/Bidders should certify that there are no any legal proceedings/disputes against him in any court of law and the Contractor or his agency is not black listed in last 05 (five) years either by Central Govt., State Govt. or by any public/private organization.
45. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the contract shall be cancelled and Performance Security shall be forfeited without any claim whatsoever and the contractor will be liable for action as appropriate under the extant laws.
46. The Director, CSIR-IIIM will award the contract to the successful evaluated Contractor whose tender is found to be responsive enough and who is eligible and qualified to perform the contract satisfactorily as per terms and conditions incorporated in the bidding document and communicate to the successful bidder by **“Registered Post/Speed Post”**.

47. The successful Tenderer shall be required to furnish a performance security of 5% of the awarded value of the contract within 14 days after receipt of Award Letter in the form of a Bank Guarantee/FDR from any Scheduled Bank in favour of "The Director, IIM and valid for a period of 60 days beyond the expiry of the contract from the date of start of work.
48. Any sum of money due or payable to the Contractor, including the performance security refundable to him under the contract, may be apportioned by CSIR-IIM against any amount of loss caused/penalty imposed on the Contractor, which the Contractor may owe to CSIR-IIM under this contract or any other contract or transaction.
49. **E-Payment** - The Contractor will be required to furnish all relevant details of his Bank Account to facilitate e-payment [i.e. ECS – Electronic Clearance System / National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS) / Net Banking] by crediting the payment directly to the account of Contractor by CSIR-IIM.
50. **Signing of contract** - The successful Tenderer shall present himself for signing the contract within 07 days after receipt of Award Letter from CSIR-IIM. Commencement of the Contract shall be effective from the date of the signing of Contract agreement.
51. THE RATES HAVE TO BE QUOTED for JOB CONTRACT BASIS WHICH WILL NOT BE LESS THAN MINIMUM WAGES INCLUDING all the statutory liabilities like EPF/ESI/WC/TDS AND APPLICABLE GST/SERVICE TAX FOR THE ENGAGED MANPOWER FOR JOB WORK.
52. GST extra as applicable should be indicated separately in the column provided.
53. In case of extra outsourced manpower requirement in any circumstances, the proportionate wages on hourly basis will be paid.
54. The Contractor shall start providing the services within 7 (seven) days of the signing of the contract.
55. CSIR-IIM shall reimburse the amount of GST deposited by the contractor with the appropriate authorities. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.
56. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
57. Medical fitness of the employees has to be provided/ascertained by the contractor at the time of deployment.
58. For any point not covered in this tender document or under the agreement, the decision of the Director, CSIR-IIM shall be final and binding on the contractor. In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement the same shall be **referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.**

59. LIQUIDATED DAMAGES CLAUSE / PENALTY CLAUSE:

1. If the allotted work is not done properly as per the satisfaction of the office by the contractor and there is no improvement in the work even after giving written order by institute then tender/contract will be cancelled after giving fifteen days' notice to the contractor. The security deposit of the firm will also be forfeited. The defaulter firm will be debarred from applying in any of tender of the Institute for the next one year.
2. An amount equivalent to one day of contract amount, subject to a minimum of Rs.5000/- will be levied as liquidated damages per day whenever and wherever it is found that the work is not up to the mark in any section. It will be brought to the notice of the supervisory staff of the firm by CSIR-IIIM and if no remedial action is taken within 4 hours, liquidated damages clause will be invoked.
3. Any misconduct / misbehaviour on the part of manpower deployed by the agency will not be accepted and such person(s) will have to be replaced immediately.

SECTION:6 Other terms & Conditions:

In the tender involving labor/manpower, compliance by contractors regarding compliance of EPF & MP Act' 1952 needs to be specified along with other labor laws, names of contractors covered under the EPF & MP Act. The same can be searched and downloaded from the website – www.epfindia.gov.in

Under the statutory provision, employee wise details of PF dues deducted from the salary/ wages of the employees along with employer's share should be submitted in the form of electronic challan cum return (ECR), thereafter, the generated e- challan from the EPF website is to be submitted. Since the consolidated ECR of the contractor regarding manpower supplied to all public and private sectors will be very bulky and will create confusion/ excessive time and energy consumption at the level of DDOs, **hence separate ECR's and a separate e- challan as stated above with respect to the manpower deployed in this particular office is required to be submitted before releasing the payments to the contractor.**

At the end of the year, EPFO generates statement of accounts of individual members' account reflecting opening balance, contributions, withdrawals, interest and closing balance etc. The contractor has to submit these annual statements of accounts in the office/ Department.

Workers may be guided to obtain e- passbooks from EPFO website.

If the tenderer requires interpretation of any clause, the decision of the Director, CSIR-IIIM, Jammu shall be final and abiding.

The contractor will ensure timely payment of wages strictly as per Minimum Wages Act to the deployed labourers. Contractor should deposit the wages directly into the bank account of deployed workers. The stamped copy of the advice sent to bank should be attached with the bill. Contractor shall maintain the record of their attendance, deposition of ESI (if applicable), EPF etc. and submit such record to the authorized Officer of the Institute regularly every month along with the bill.

The contractor shall issue a monthly wage slip to the workers with the details of payment and deductions.

The contractor will provide and maintain specified FIRST AID BOX at the premises and observe rules and laws as required by Contract Labor (R&A) Act, 1970 and contract Labor (R&A), Rules 1971 and as amended from time to time.

SECTION:7 PAYMENT TERMS:

The Agency will raise invoice in triplicate in respect of a particular month in the subsequent month to the attention of the following:

The Director, CSIR IIIM, Jammu. 180001.

The payment will normally be released within 7 (seven) days from the date of receipt of invoice after statutory deductions at source.

On the basis of duly certified work completion certificates by IIIM, the Agency will first release salary of their deployed staff and then raise the invoice for payment along with the following documents :

- a) Proof of wages payment details of deployed workers.
- b) Duly certified work completion certificates collected from IIIM, Jammu for that particular month.
- c) Documentary evidence from PF, ESI and GST authorities regarding deposit of PF, ESI and GST of the previous month against the name of deployed workers.

If the Agency has failed to submit the above-mentioned documents or has submitted any false documents/wrong information with the invoice the payment may get delayed/withheld.

SECTION 8: SPECIAL CONDITION OF CONTRACT:

8.1 The contractor/agency must have a sound financial position as the job contract would require sustainable funds availability with the contractor to release the wages & other statutory liabilities in advance.

8.2 Any discrepancies/delays in release of wages to the outsourced manpower would be dealt as per NIT condition which may lead to termination of contract by forfeited the security money deposited with the institute.

8.3 The work in the institute is very labor intensive and sudden requirement for additional labour may arise many a times and the contractor should be in a position to provide the urgent required manpower at a short notice. The tentative indicated manpower requirement for the current job contract is taken to be 20. The contractor may deploy more than the minimum indicated number based on scope of work as per his lumpsum quote.

8.4 The contractor/agency should have a registered office at Jammu.

8.5 All toilets and rooms mentioned at Annexure "V" should be cleaned and mopped before 8:30 A.M. and included in the scope of Job Contract.

8.6 All toilets should be cleaned 4 (four) times a day in 2/2½ hour interval starting from 8 A.M. and last cleaning of the toilets should be carried out at 5:30/6:00 P.M. from Monday to Saturday.

TECHNICAL BID

Annexure-I

**JOB CONTRACT for House-keeping/Cleaning/Sweeping AT csir-IIIM, Jammu.
Performa for eligibility**

1. Name and full address of the firm/agency _____
2. WHETHER PROPRIETY OR PARTNERSHIP FIRM _____ (ATTACH COMPANY PROFILE)
3. PAN NO. _____
4. EMD DETAIL
 - A. AMOUNT _____
 - B. NEFT/RTGS DETAILS _____
 - C. BANK _____
5. LABOUR LICENSE NO. (UNDER CLRA ACT, WITH VALIDITY DATE) _____
6. EPF REGISTRATION NO. _____
7. ESIC REGISTRATION NO. _____
8. G.S.T _____ REGISTRATION _____ NO. _____

9. Details & Copies of award letters and performance certificates in respect of Job Contract for House Keeping/cleaning/sweeping Similar each costing not less than **Rs.40,00,000.00** in a single contract of duration 01 year within last three years or two similar works of not less than 25,00,000/- or three similar works of not less than Rs. 20,00,000 in duration of 01 year within last three years, ending on last date of previous month. In case the contract prevailed for duration is more than one year, the average value of work done in a year may be worked out accordingly. The contract for duration less than one year shall not be considered.

1. _____
2. _____
3. _____

10. TURN OVER (CERTIFICATE FROM CA IS REQUIRED TO BE SUBMITTED)
- 1ST YEAR (2020-21) _____
- 2ND YEAR (2021-22) _____
- 3RD YEAR (2022-23) _____ AVERAGE OF 3 YEARS _____

11. IT Return and Audited Balance Sheet of the last 3 years.
12. Non-relation certificate with the employees of CSIR-IIIM, Jammu.
13. Not blacklisted certificate as mentioned earlier in the form of affidavit.
14. An Undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender above which should be clearly mentioned that the Job Contract Manpower supplying Agency will be fully liable for all Statutory/any relevant Obligation to the Principal Employer during and after the period of contract.

SIGNATURE OF THE CONTRACTOR

TECHNICAL BID

ANNEXURE-II

JOB CONTRACT for House-keeping/Cleaning/Sweeping AT csir-IIM, Jammu.

PROOF OF SIMILAR WORKS

1.Satisfactory performance and proof of carrying out of One similar work costing not less than Rs 40,00,000/- or two similar work of not less than 25,00,000/- or three similar work of not less than 20,00,000/- in duration of 01 year within last three years in CSIR or in reputed Govt office/PSUs/Autonomous Bodies ending on last date of previous month. (Award letters & Completion certificates).

2. Clearly give following details in brief in respect of each of the contracts indicated under point

(1) **above (please** use separate pages for each contract, one page should have brief details of only one contract): -

Name of the Work

Address & contact details of the organization and officer concerned;

Start Date

Completion Date

Total Contractual Value of the Job Work

3. Kindly provide above details in r/o similar current contract(s), if any, on a separate page.

4. An undertaking to the effect that the firm has never defaulted in remitting ESI, EPF & GST to the concerned govt. agencies/authorities.

5. Proof of registered office at Jammu as per Section 3 Clause(IV).

6. Proof of registration of atleast 50 manpower registered under ESI & EPF.

7. Any non-conformity as per general & special condition of contract will disqualify the bidder at technical evaluation.

(FAILURE TO COMPLY WITH THE ABOVE STIPULATIONS, 1, 2, 3, 4, 5, 6 & 7 WILL DISQUALIFY THE TENDERER FROM FURTHER EVALUATION AT HIS/HER OWN RISK.)

Signature AND STAMP of the Contractor

With date

TECHNICAL BID

ANNEXURE-III

No relation certificate with any CSIR-IIIM, Jammu employee

I, _____ S/o

Resident of _____

_____ hereby certify that none of my relative (s) as mentioned in **Clause No. 5.30** of General terms and condition of the tender document is/are employed in CSIR-IIIM, as per details given in tender document. In case at any stage, if it is found that the information given by me is false/incorrect, CSIR-IIIM shall have the absolute right to take any action as deemed fit.

Signature AND STAMP of the Contractor with date

TECHNICAL BID

Annexure –IV

**TENDER ACCEPTANCE LETTER
(To be given on company letter head)**

To,
The Director CSIR IIIM
Jammu 180001

Date

Tender No.

Name of tender/Work:

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/work' from the website(s) namely e-tendering portal <https://etenders.gov.in/eprocure/app> or from Government-e- Marketplace Portal(GeM Portal)as per advertisement given in the above website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (including all documents like GCC, Scope of work, Annexure(s), Schedule(s), Undertaking letter etc., which form, part of the contract agreement and I/We shall abide hereby the terms/conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization to has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/ corrigendum(s) in its totality/entirely.
5. I/We do hereby declare that our firm has not defaulted in remittance of ESI, EPF and not blacklisted/debarred by any Govt. Deptt./Public sector undertaking.

6. I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder, with official seal)

ANNEXURE - V

(Reference for BOQ) (To be quoted in format provided on CPP Portal/GeM Portal) along with details of Job Contract mentioned from Annexure V1 to V3 and VI

V-1: JOB CONTRACT for Sweeping and Cleaning of Laboratory area including Toilets:

CSIR-IIIM Jammu Campus

Sl. No.	Location for cleaning/sweeping	No. of Toilets
1	Ground Floor Adm Building (Near Parking)	2
2	First Floor Adm Building (Director & Conference)	6
3	Canteen Building	2
4	Auditorium	1
5	Security Office Gate No. 2	1
6	Stores	1
7	Quality control and BOC	2
8	Library	2
9	Instrumentation wing	1
10	NPC New Block + Old Block	1
11	Botany	2
12	POwer Station	1
13	Carpentary Workshop	1
14	Old rural technology Building	1
15	Workshop	2
16	TBI+Bionest	9
	Total	35

V-2: Job Contract for Grass Cutting (to be maintained at less than 1” height) and totally clean the locations (approximate area indicated) and cleaning the area by removing the garbage to a dumping area as per the list given below from laboratory and colony area:

Sl. No.	Location of Work	Approx. area in sq. meters
1	Main Front Lawn	1200
2	Front and both side area of Floriculture Section building	750
3	Opp Instrumentation Section	540
4	Side Lawns	324
5	Central Lawn	121
6	Four Wheeler Parking Area	1840
7.	Back side nearest to Parking	472
8	Cleaning of the peripheral road, cutting of grasses 2m inside the boundary wall	2154
9	Both sides of the Road up to drain and 2 meters away from drain including cutting the edge of road with kudal straight as directed.	12100
10	All sides of Electrical Sub-stn.	500
11	All sides of Clinical Centre/Dispensary	1120
12	All sides of Guest House	2520
13	All sides of Director’s Bungalow	585
14	All sides of All Gates	-
15	All sides of Boys Hostel	43100
16	All sides of Girls Hostel	-
17	Children Park 1	2800
18	Play Ground	9200
19	All sides and Roof of vacant Qtrs.	As per requireme

		nt
	Total	79325

V-3: Job Contract for following works and complete cleaning of all the locations including disposal of garbage to the dumping area in the laboratory campus as well as colony campus:

Sl. No.	Type of Work	Scope and frequency of work
1	Drain Cleaning	All drains (approx. 10000 meters) twice a month
2	Trimming/debranching and removing Tree etc. including carrying to Store yards	As and when required
3	Providing manpower for holding equipment's etc. to and from store or from one place to another	As and when required
4	Sweeping, mopping and cleaning of all gate's	Daily morning (before 8 A.M.)
5	Roof slab cleaning	Once a month
6	Removing tree leaf deposited over the CGI sheet roof and Gutters.	Once a month
7	White washing of trees up to a height of 90 cm. and sides of the culverts	Twice in a year
8	Cleaning of all Dustbins (20 Nos) and disposal to dumping area	On daily basis (including Sunday)
9	Cleaning of boundary walls including cutting grass etc. upto 2 m. inside	Once in a month
10	Disposal of cut grass/trees/branches.	Every Third day
11	Cleaning the Canteen after each tea/food session	Twice daily
12	Keeping all paths/roads/buildings clear from small plants	As and when required.
13	Bringing the uprooted trees during storm in cut pieces carrying to store Yards	As and when required
14	Cleaning of roads by broom	Every second day
15	Cleaning of entire underbrush of the Campus	Twice in a year
16	Cleaning of main gate structure covered with ACP sheets	Once in a year after end of monsoon
17	Cleaning and unloading of sewer line & inspection chamber in the entire campus	Twice in a year regularly and as and when required on urgency basis.
18	De-clogging of choked outlets of quarters and office buildings in the entire campus	Twice in a year regularly and as and when required on urgency basis.
19	Trimming of overgrown branches in the vicinity of quarters and building, near the roads, etc, in the campus	As per requirement
20	Daily removal of household waste generated by the families /residents in the colony and	Daily Basis

	gathered in the dustbins kept in front of buildings/blocks etc.	
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*** The financial bid for BOQ from Annexure V (V1 to V3) have to be quoted in the financial bid format given at Annexure VII.**

Attention Note (as per NIT Section 4 to 8) which would be part of agreement along with NIT:

1. Annexure V (1) to V (3) constitutes scope of Job Contract.
2. The rates have to be quoted per job basis which will not be less than minimum wages (sanitation category) including all the statutory liabilities like EPF/ESI/WC etc. and service charges.
3. GST extra as applicable should be indicated separately in the column provided in the financial bid.
4. Cleaning the building includes the removal of cobweb/floor cleaning, window Pane's cleaning, fans, etc.
5. Daily cleaning of the Pillars, tiles flooring of passage of the administrative Building, porch, moping the floor with disinfectants.
6. Providing naphthalene balls/solid deodorants, hand wash, disinfectants daily cleaning of wash basins with ceramic cleaner, floors with good quality floor cleaners (not harming the floor and wall tiles), mirrors etc. all fixtures of the toilets with chrome cleaner, moping the floor with floor cleaner/disinfectants. All such procurements will have to be done in consultation with Administration (in-charge of all such job works).
7. Item like as hand wash, soap, air freshener etc. to be kept in all the toilets and monitored for refilling/cleaning (in a spray bottle) on daily basis.
8. In case of addition of any area within the office premises will be paid on proportionately.
9. The removal of household waste be done by transporting through a motorized/manual cart which should be completely covered from all sides so that smell does not come out during transport and waste materials does not fall on the road.
10. The daily waste should be transported as mentioned above and dumped at the dumping yard or other designated place indicated by the IIM for the purpose.
11. Any job pertaining to housekeeping/sweeping/cleaning in the above-mentioned areas are and any such requirements realized/assessed during the execution of the contract will be inclusive in this Job Contract without any extra financial charges.
12. The bidders should visit all the sites mentioned under Job Contract requirements before pre-bid conference in order to assess their estimation properly and any omission of area/toilets under House-keeping/sweeping/cleaning will be inclusive in their quote and no request will be entertained after finalization bids and award of Job Contract.
13. Any grass cutting machine/pruner/machines used for cleaning/washing/declogging etc. shall have to be provided by the contractor at his own cost.

Annexure-VI

Requirement of Items for House-keeping job in CSIR-IIIM Campus (per month)

Sl. No.	Items	Quantity Required	Rate per Unit (in Rs.)	Total Amount (in Rs.)
1	Bamboo Jharu	50 pcs		
2	PhullJar	50 pcs		
3	Cobweb Brush	3 pcs		
4	Toilet Brush	3 pcs		
5	Toilet Saock Remover pump	3 pcs		
6	Bucket (18 ltrs)	5 pcs		
7	Naphthalene ball	4 kg.		
8	Solid Toilet Deodrant [Odonil Equivalent] [Odonil/ambipure/airwick]	75 pcs		
9	Mosquito Repellent	10 Nos		
10	Glass Cleaner -500 ml [Colin/Brisk]	15 pcs		
11	Bleaching Powder (25kg) [BBC/Aditya Birla]	2 bags		
12	Cleaning Bar (100 gm) [Vim/Maxo/Pril]	10 pcs		
13	Detergent Powder [wheel/Tide/Time/Surf]	10 kg.		
14	Hand washing Bar [Lifebuoy/Dettol/Savlon]	100 pcs		
15	Tiles/Floor cleaner (Disinfectants) -500ml. (Harpic/Lizol)	50 nos	-	
16	Markin cloth- Standard	50 mtrs		
17	Toilet Cleaner-500 ml [Harpic/Lizol/Jadoo]	60 Nos		
18	Nylon rope	05kg		
19	Lime-50kg	1 bag		
20	Lime brush-10"	5 pcs		
21	Mug 1.5 ltrs	15pcs		
22	Wiper Standard Size	5nos		
24	Mopping stick fixed with cloth Standard Size	5 pcs		
25	Garbage bag (20 ltr capacity)	120 pcs		
26	Paddle Dustbin (18 inch)	5pcs (As and when required)		
27	Liquid hand wash -100gm [Dettol/Lifebuoy/Savlon]	5 pcs(As and when required)		
28	Room freshener-100gm [Ambipure/Airwick/Godrej]	5 pcs		

	Grand total	
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1. All the materials mentioned above are indicative & the quality of materials would be discussed with concerned In charge for quality assurance without harming the fixture, tiles & other enclosures.
2. Any items required other than mentioned above will be reimbursed in MRP basis subject to quality assurance and certification by the concerned in charge.
3. Monthly requirement of items are on average consumption basis. Actual monthly requirement may vary from time to time.

Annexure VII

**CSIR – Indian Institute of Integrative Medicine
(Council of Scientific & Industrial Research)**

Jammu

FINANCIAL BID

NAME OF THE WORK- House-keeping/Cleaning/Sweeping job at CSIR-IIIM, Jammu

PARTICULARS		Amount (in Rs.)
1	Providing Housekeeping/Cleaning/Sweeping job at CSIR-IIIM Jammu (Cost per month) (As per BOQ mentioned at Annexure V (V1 to V3))	
2	GST (extra as applicable from time to time) on Sl.No. 1 only	
3	Total (Cost per month inc. GST)	
4	Total Annual value (Col. 3 x 12)	

Total amount (in Words)

.....
.....

Note:

The rates quoted for Annexure -VI will not be part of bid evaluation.

Total Consumable items Cost at Annexure -VI will be reimbursed as per actual on presentation of Original Bill/Tax Invoice after due verification and certification from the authorised person appointed by IIIM for the purpose on monthly bill basis and will not be part of bid evaluation.

On a Non-judicial Stamp Paper of Rs. 100/-

AGREEMENT

This AGREEMENT made on this _____ day of _____ 2021 between the COUNCIL OF SCINTIFIC & INDISTRIAL RESEARCH, a Society registered under the Societies Registration Act and having its office at “Anusandhan Bhawan”, Rafi Marg, New Delhi through Director, Indian Institute of Integrative Medicine (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof the deemed to mean and include its successors and assigns of the ONE PART.

And

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

WHEREAS the CSIR is desirous of giving a Job contract for providing House-keeping/Cleaning/Sweeping under job contract at CSIR-IIIM, Jammu, which is a constituent unit of CSIR (hereinafter referred to as CSIR-IIIM) and whereas the Contractor has offered to provide the “Services for House-keeping/Cleaning/Sweeping under job contract at CSIR-IIIM” on the terms and conditions herein after stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and/or formalities which are required to be fulfilled under the said Act or any amendment thereof 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 provision of the said Act or any other act.

WHEREAS CSIR through Director, IIIM has agreed to award the **Job contract for House-keeping/Cleaning/Sweeping at CSIR-IIIM**” hereinafter mentioned as work assigned. **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 person 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-IIIM 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 of the Lab. or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director, IIIM for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director, IIIM or the officer designated by the Director, IIIM in this respect from time to time.

3. That the Director, IIIM or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons so deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
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 Lab. in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director, IIIM in case of any of the aforesaid acts on the part of the said person.
5. The tender dated _____ submitted by the Contractor and CSIR-IIIM award letter No. _____ dated _____ form an integral part of this agreement in toto.

B. Contractor's Obligation: -

1. That the Contractor shall carefully and diligently perform the work assigned to 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 on their duty
3. That the Contractor shall submit details, such as names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the Lab. 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. The Contractor shall be liable to make payment to his workers latest by 7th of every calendar month and claim reimbursement thereafter
5. That the Contractor shall at his own cost, if required take necessary insurance cover in respect of the aforesaid services rendered to CSIR-IIIM 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/regulation 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 any of the

obligations hereunder and/or under are 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 shall be open for inspection and checking by the authorized officers of CSIR-IIIM.
8. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR-IIIM and shall on demand furnish copies of wage register/muster roll, etc. to CSIR-IIIM 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 unauthorizedly 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 contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR-IIIM buildings 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 or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-IIIM.
11. That the Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules, 1950 framed there under, as amended from time to time. The Contractor shall pay monthly wages to his workers at the rate of minimum wages fixed by the Government.
12. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the 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 a sum as may be claimed by CSIR-IIIM, Jammu.
13. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Lab./Instt. and ensure that no such

person shall create any disruption/hindrance/problem of any nature in Lab./Instt. either explicitly or implicitly.

14. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
15. The security will be refunded to the Contractor within three months of the expiry of the contract only on the satisfactory performance of the contract.
16. The other terms and conditions of the NIT shall be part of the agreement.

C. **CSIR'S OBLIGATIONS:**

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid a lumpsum amount including the minimum wages payable for Sweepers/Sanitation workers under the minimum wages act applicable for Jammu. Such payment shall be made within a period of fortnight from the date of receipt of bills raised by the Contractor and duly certified by the officer designated by Lab. in this regard.
2. That the aforesaid amount has been agreed to be paid by CSIR-IIIM to the Contractor.
3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall not be payable by the CSIR-IIIM to the Contractor and the lumpsum amount quoted for the said work shall not be changed or altered during the term of the contract.
4. That the CSIR-IIIM 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. **INDEMNIFICATION:**

1. That the Contractor shall keep the CSIR-IIIM indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case CSIR-IIIM is made party and is supposed to contest the case, the CSIR-IIIM 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-IIIM 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.
2. The Contractor shall further keep the CSIR-IIIM indemnified against any loss to the CSIR-IIIM property and assets. The CSIR-IIIM 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.

E. 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, it may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his 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 up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. 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 CSIR-IIIM 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.

F. COMMENCEMENT AND TERMINATION:

That this agreement shall come into force w.e.f. _____ and shall remain in force for a period of two years i.e. up to _____. This agreement may be extended on such terms and conditions as are mutually agreed upon.