



CSIR- Indian Institute of Integrative Medicine

Canal Road, Jammu – 180 001, J&K

Email: srcoa.iiim@iiim.res.in Phone: 0191-2585025, Fax No.-0191-2585026

NIT No.-M11019/01/2025-Works

Dated:20-05-2025

NAME OF WORK: "Contract for Supply of unskilled manpower (on mandays basis) for the smooth running of CSIR-IIIM Institute at CSIR-IIIM, Branch Laboratory, Srinagar and its associated farms namely Field Station Bonera Farm (District Pulwama), Yarikha Farm (Distt. Baramulla) and Verinag Farm, (District Anantnag), experimental farm at Branch Lab Srinagar, Sanat Nagar, Srinagar, J&K and Field station at Palm, Leh."

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CRITICAL DATE & TIME

Publishing Date of Bid on GeM portal	
Bid Duration period	21 days
Bid download start date	
Bid submission start	As per GeM portal
Bid submission end date	
Bid Opening date	

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Notice Inviting Tender

Online bids are invited through Government e-Marketplace (GeM) on behalf of the Director, CSIR-IIIM, Jammu for providing contractual manpower outsourcing services (on mandays basis) to CSIR-IIIM, Jammu, having registered office at Jammu, (Jammu & Kashmir) on Civilian rates notified by Chief Labour Commissioner (Central), from renowned, experienced, well established and registered Contractors/Cooperative Societies/ Agencies for an initial period of one year w.e.f **01.07.2025 to 30.06.2026 (tentative)** which may be further extended for another one year upon satisfactory services and mutual concurrence. The contractors/agencies should be registered with Central/State Labour Dept. and possess a valid Labour License under the provisions of Contract Labour (Regulation and Abolition Act), 1970 for Manpower services and are also registered with ESIC, EPF, GST Authorities and having executed similar services/contracts satisfactorily during the last three financial years (From 1st April 2022 to 31st March 2025) ending 31.03.2025 either in CSIR Laboratories/ Institutes/Central/State Government Departments, Government Scientific and Research Institutions etc./Nationalised/ Scheduled Banks, Public Sector Undertakings. The details of the services to be provided are as follows:

Sl. No.	Tender No.	Name of work	Estimated cost per Annum.	Duration
1.	M11018/01/2024-Works	Contract for Supply of Unskilled Manpower (on mandays basis) for the specific horticulture operations at CSIR-IIIM, Branch Lab. Srinagar and its associated farms including Field Station at Palm, Leh.	Rs.1,72,93,686/- (Rupees One Crore Seventy Two Lakh Ninety Three Thousand Six Hundred and Eighty Six Only)	OneYear extendable by 1 more year subject to satisfactory performance of work

Bids are invited through Government-e-Marketplace portal and tender document can be downloaded from the GeM Portal. A copy of the tender notice is also available on CSIR-IIIM website <https://www.iiim.res.in/> (for reference only). Please note that the submission of the tender/bid is only through the Government-e-Marketplace (GeM portal) only.



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GENERAL INSTRUCTIONS TO THE CONTRACTORS

1. The e-tenders are being invited for Manpower Outsourcing Services through GeM. All the instructions of GeM are applicable. The interested bidders may submit their respective bid complete in all respects, online on GeM Portal. Bid sent offline (courier/speed post or submitted in person or any other mode) shall not be accepted.
2. The Bidder is expected to examine all instructions, forms, ATC, General terms and conditions and Special Terms and Conditions in the tender document and check their eligibility before participating in the bid. Submission of the bid shall be deemed to have been done after careful study and examination of all instructions, eligibility, forms, terms and requirement specified in the tender document with full understanding of its implications. Failure to furnish any of the certificate/documents sought in the bid document, ATC and corrigendum, if any, as required with reference to the tender document may result in rejection of the bid. Bids not complying with all the given clauses in this tender document are liable to be rejected. In case bidder fails to produce original documents as & when required by the office, then financial bid is liable not to be opened at all and liable for rejection of tender.
3. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing all requisite documents will summarily be rejected.
4. The interested bidder shall submit their tender (s) both technical bid and financial bid through online mode **www.gem.gov.in**. The bidder shall upload all the documents duly signed and sealed by the bidders. All pages of the bid documents should be uploaded after being signed and stamped by the bidders/authorized representative.
5. CSIR-IIIM reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.
6. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participates in more than one bid, such bids are liable to be rejected.

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7. The bidder is required to provide Manpower Services at CSIR-IIIM (Branch) Lab., Srinagar and its associate farms and is advised to visit and acquaint himself with the operational system. The prospective tenderers may satisfy themselves about the requirements by visiting the CSIR-IIIM on any working day (Monday to Friday) between 9.30 a.m. and 4.00 p.m. before submitting their tenders. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to CSIR-IIIM. and is aware of the operational conditions prior to the submission of the tender documents.

8. The CONTRACTOR shall obtain the necessary license under the Contract Labour (Regulation and Abolition) Act 1970 from the competent authority within 30 days of the award of the contract.

9. In case the date of opening of tenders is declared a Govt. Holiday then the date of opening of the tender will be the next working day at the same time.



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The tenderer shall be required to submit bid in two bid system (2 covers). The cover-I contains the technical bid and the Cover-II contains the financial bid.

If it is found, at any, stage that bidder has submitted any forged/tempered/manipulated document (s) then Bid/Award/Contract will be terminated immediately along with the forfeiture of EMD/Performance Guarantee and the matter will also be reported to the appropriate Authorities at GeM Portal and suitable legal action may also be taken against the Bidder/Contractor as per the law.

TECHNICAL BID CRITERIA

Technical Bid should have the duly attested copies of following listed documents:-

1. Valid Establishment Registration/Incorporation Certificate under Co-Operative Societies Act/Shops and Commercial Establishment Act-1961/ Indian Companies Act of 1956/2013.
2. 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). A team from CSIR-IIIM Jammu will inspect the office before issue of award of letter.
3. Earnest Money Deposit (EMD), equivalent to 2% of the Estimated Cost. MSME/Startups Registration Certificate for getting EMD exemption if any. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per the GEM GTC. Under MSE category, only manufacturers of goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this policy.
4. Valid Registration Certificate with Labour Commissioner/Licensing Officer and holding a valid Labour License under Central Labour (Regulation & Abolition Act, 1970) for similar type of manpower services for minimum 100 Nos. of Contract manpower.
5. EPF, ESIC and GST Registration proof.
6. Permanent Account Number (PAN) of the company/ firm.
7. Satisfactory work completion certificates along with work orders executed within the last three financial years (From 1st April 2022 to 31st March 2025) of providing manpower services in major institutions like

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CSIR Laboratories/Institutes, Central/State Government Departments, Government Scientific and Research Institutions etc., Nationalised/Scheduled Banks, Public Sector Undertakings. (Phase/Part completion of work shall not be considered for satisfactory completion of work for the purpose of experience). The Contractor must have successfully executed/completed similar manpower services, within the last 03 years.

a. One similar completed service costing not less than the amount equal to **80% of the estimated cost.**

or

b. Two similar completed services each costing not less than the amount equal to **50% of the estimated cost.**

or

c. Three similar completed services each costing not less than the amount equal to **40% of the estimated cost.**

8. The Work Completion certificate should mention the details of work executed, total completed value of work exclusively for **manpower services**, Date of commencement and completion of the work, details of the client, signature and seal of the authorized person issuing the certificate.
9. Solvency Certificate of the bidder from the National/Scheduled bank for value of atleast 40% of the estimated value of the contract i.e., Bidder should have a minimum solvency of Rs.69.17 Lakh. The current solvency certificate should not be more than six months old from the bid submission last date.
10. Copy of Annual Turnover certified by the Chartered Accountant for the Financial Years 2022-23, 2023-2024 AND 2024-25 with minimum average annual turnover of Rs. 86.5 Lakh per annum during the last three financial years ending March 31, 2025. Copy of Balance Sheets of three Financial years ending 31.03.2025 are to be attached.
11. Copy of proof of deposit/amount deposited in EPF/ESI for last 03 Financial Years i.e. 2022-23, 2023-24 and 2024-25 for minimum 100 employees/ contract manpower.
12. Copy of Income tax return (ITR) for the last three assessment years i.e.,2022-23, 2023-24 and 2024-25.
13. Copy of GST Return (GSTR-I) for the last three Financial Year i.e., 2021-22, 2022-23 and 2023-2024.
14. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address, AADHAR Card and office contact numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and contact numbers of Directors/Partners also;



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15. Copy of latest Character Certificate of the Bidder(s) (Not more than six month old or with validity till the last date of Bid) issued by the Office of District Magistrate/Sub-Divisional Magistrate (Officer)/Tehsildar (Gazetted)/Superintendent of Police/ Officer authorized by State Govt. to issue contractor character certificate or in case of partnership certificates of all the partners and, in case of a co-operative society, the certificate of chairman and secretary of the co-operative society whose name finds place in the registration documents. Further, in case of Government Undertaking/agencies or company registered under the company act this provision is not applicable.
16. Self-declaration that the firm is not an agent or an intermediary.
17. In case of partnership firm an attested copy of the partnership deed, Names and addresses of the partners.
18. LIN (Labor Identified Number) allocated by Shram Suvidha Portal of Ministry of Labour and Employment.
19. In case of co-operative societies an attested copy of the Articles of Association and the latest certificate from the Page 4 of 15 Registrar of co-operatives societies stating therein that as per up-to date latest Audit Reports of the Society and other ancillary records, the co-operative society been functioning satisfactorily.
20. Bidder must sign all the pages of this bid document as a token of acceptance of the terms & conditions and upload the same on GeM Portal.
21. List of works completed within the last 03 (Three) financial years (From 1st April 2022 to 31st March 2025) as per Annexure-II and Satisfactory completion certificates along with copies of work orders.
22. Tender Acceptance letter as per ANNEXURE-III.
23. Affidavit on stamp paper of Rs. 200/- value as per ANNEXURE-IV.
24. Declaration of Relationship as per ANNEXURE-V.
25. Undertaking of the CONTRACTOR as per ANNEXURE-VI.
26. Bank Account details of the CONTRACTOR as per ANNEXURE-VII.
27. Self-Declaration on non-judicial stamp paper of Rs.100/- shall be submitted to the effect that the bidding firm has not been declared as a defaulter/under liquidation/ court receivership or similar proceedings and not bankrupt. (Format as per ANNEXURE- VIII).
28. A duly signed undertaking that no money will be charged from the contractual workers engaged with him in the name of registration Fee, Uniform, Security Deposit, Identity Card etc., is to be furnished as per ANNEXURE- IX.

Note:

1. The Bids received without documents as required above are liable to be rejected.

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2. Bids of all those firms whose past performance in this institute has remained unsatisfactory shall not be considered and shall be liable to be rejected out rightly.
3. CONTRACTORS are required to submit the originals of all the documents uploaded by them in the GeM portal whenever asked by CSIR-IIIM, Jammu. After verifying the original documents with the uploaded ones, the same shall be returned to the CONTRACTOR. If any information uploaded by the CONTRACTOR during the time of bid submission, mismatches with the original document or not available in original document, the CONTRACTOR shall be liable to be debarred from tendering/taking up of work in CSIR-IIIM, Jammu.
4. If any information furnished by the CONTRACTOR is found incorrect at a later stage also, he/she shall be liable to be debarred from tendering/taking up of work in CSIR-IIIM, Jammu. The CSIR-IIIM, Jammu reserves the right to verify the particulars furnished by the applicant independently.



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Financial Part of Bid

The financial bids of the contractors/firms found to be meeting the qualifying requirements (Eligibility criteria) shall be opened on GeM Portal. (Depending on Technical Bid evaluation, the date shall be intimated through GeM 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.

1. Contractors are requested to submit the price part of Bid as per procedure provided in the GeM portal. Rate Schedule is to be kept in mind while quoting rates in the Price Bid. Copy of duly filled **Annexure-I** is to be attached along with the financial bid thereby indicating Service charges to be levied by the contractor. Further, Bidders are required to quote total price for one year. Bidders quoting prices other than one year shall be summarily rejected.

A. Wages will be Central Wages paid to the 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 field stations & farms located outside municipal limits.

B. RATE SCHEDULE (Per Worker per day in Rs.).

S.No.	Wage Structure	Area B Unskilled (Agr.)	Area C Unskilled (Agr.)
1.	Rates of Minimum wages (Basic plus VDA) per manday		
2.	EPF @ 12% of Basic+ VDA		
3.	EDLI @ 0.5% of Basic + VDA		
4.	Admn. Charges (EPF) @ 0.5% of Basic+VAD		
5.	Total A (1+2+3+4+5)		
6.	Service Charges @ % on Basic wages + VDA, EPF, ESI, EDLI, Admin Charges (on A)		
7.	Total cost including GST@18% on A		
8.	Grand Total (7+8)		

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* No other charges shall be taken into consideration. The bid must be in both figure and words. In case of any difference, the word value will prevail. Rates of contractual manpower will be as per notification of the Office of the Chief Labour Commissioner ©, New Delhi as Notified from time to time. Above mentioned rates are as per Chief Labour Commissioner New Delhi Order/File No.1/6(1)/2025-LS-II dated 28.03.2025.

** EPF, ESIC etc. shall be admissible as per applicability of respective statutory provisions.

C. EVALUATION OF FINANCIAL BID: After opening of the financial bid, Bidder quoting the per annum lowest price (L-1) will be selected through the process available on the GeM Portal. In case the lump sum amount quoted by two or more firms/agencies are equal, L1 will be automatically decided in the GeM portal, otherwise L1 will be decided based on the highest turnover (average of 3 years) quoted by the quoting firms for carrying out similar jobs.

2. **Service Charge:** Service charge will be calculated on Minimum wage plus VDA only. In Earlier contracts, it has been noted that due to very low percentage of service charges contractors fail to provide good services, therefore, it must be ensured that service charge quoted should not be unreasonable. Contractors, before quoting for service charge must ensure that they should take into consideration various aspects such as deduction of Income Tax and GST at source, deployment of their own supervisor(s) responsible for effective control, other expenses to run the establishment effectively, payment of statutory charges to their contract persons as well as to the State Govt./statutory bodies. As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%. The contracts concluded through this service shall be under compliance with the above-mentioned O.M. Thus, the bidders quoting service charges less than 3.85% shall be summarily rejected.



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2. Calculation Formula for the service

Formula Used

8.1 Total Contract Value: -

$$“tcv” = (nd * c + od * oc) * 1.18 + (nd * c + od * oc) * sc$$

Where,

“tcv” = Total Contract Value

“nd” = Number of man-days during contract period

“c” = Charges per man-day (inclusive of wages, EPF, ESIC, EDLI, Bonus etc.)

“od” = Estimated number of overtime manhours during contract period

“oc” = Charges for per hour overtime (inclusive of wages, EPF, ESIC, EDLI, Bonus etc.)

“sc” = Service Charge quoted by service provider (in percentage)

3. The Director, CSIR-IIIM, Jammu reserves the right to scrutinize credentials of all the Bidders and to arrive at a conclusion to its satisfaction regarding the suitability of the party based on such examination/enquiry as deemed necessary. The Technical Evaluation Committee constituted for the said purpose will make technical evaluation at the first instance. Financial bid of only those Bidders will be opened who are found suitable in technical evaluation. The concerned bidders/parties will be accordingly intimated through GeM Portal.

4. FORMATS AND SIGNING OF BID

- i. The contractors shall digitally sign & encrypt their bids and upload the bids with all documents online at GeM portal.

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- ii. The e-bid submitted shall be in properly readable form and encrypted as per GeM Portal requirements. Standard Printed terms and conditions of the company other than the NIT conditions & GeM portal conditions shall not be considered. Any such bids received with vendor terms and conditions shall be liable for rejection.



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SCOPE OF WORK

Name of the work	Scope of activities for manpower utilisation
Farm Land Development:	- Field preparation for crop area expansion. - Land development for introducing floriculture crops - Cleaning, weeding, hoeing, and overall maintenance of farm areas. - Management of nurseries in open fields and polyhouses.
Crop Management:	- Weeding, intercultural operations, distillation, and processing of crops. - Maintenance of germplasm for medicinal and aromatic plants. - Watering plants and lawns to maintain greenery. - Application of fertilizers on various crops as required.
Production of Quality Planting Material	- Planting and maintaining saplings, trees, and flower plants. - Changing pots and trimming plants periodically. - Regular spraying of pesticides and pest control measures. - QPM (Quality Planting Material) generation for medicinal and aromatic plants such as Lavender, Rose, and Rosemary. - Trimming and pruning of roses and other crops. - Raising nurseries, seed sowing, pruning, and harvesting seeds. - Nursery production and transplanting of floriculture crops like Clarysage
Expansion of areas for floricultural crops	For utilization of various projects and demonstration sites, farmer field sites, on farm trials, front line demonstrations, assistance in conduct of various awareness/skill development, capacity building and training programs across Jammu and Kashmir and other miscellaneous activities
Post Harvest and Value addition Technologies	Assistance in value addition in post harvest crop production and derived products and conduct of various awareness and training programs under the value addition activities.
Integration of Apiculture and Floriculture	Assistance in conduct of various trials for bee-keeping and utilization at in-situ and ex-situ farmer field sites.
Collection of Germplasm	Maintenance and development of plant gene banks and ornamental pot plants.
General Maintenance of Lawns, Plants and Trees:	- Upkeep of all lawns, plants, and trees at CSIR-IIIM Branch Lab Srinagar, and associated farms of CSIR-IIIM, Jammu. - Includes watering, weeding, manuring, gardening, mowing, cutting of grass, shrubs, hedges, edges, creepers, and pruning
Soil and Bed Management	- Preparation of soil beds, mulching, forking, and weeding. - Application of manures, fertilizers, insecticides, and pesticides as per site conditions.
Replacement and Development of Greenery	- Replacement of dead plants and shrubs to maintain a lush green environment. - Redeveloping or improvising landscapes wherever required.

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Sustainability and Aesthetic Goals	To maintain and enhance the beauty of the premises and farms at all times. To Ensure all areas are kept lush green and healthy, including roadsides, pathways, and landscapes.
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PROPERTIES OF CSIR-IIIM:

1. Laboratory areas viz., Main block, QCQA Block, Fermentation Division, Engineering Sections, cGMP Plant, Pilot Plant, Gas Plant, Library, Guest House, Hostel Area, Departmental Canteen, Plant Cell Biotechnology, Security Office, Auditorium, Chimneys, Health Centre, RRL School, Tank Gate, Colony Gate and any other building within the premises of CSIR-IIIM, Jammu.
2. CSIR-IIIM Chatha Farm.
3. CSIR-IIIM Branch Lab Srinagar viz. Colonel RN Chopra Block (old block), Akhtar Hussain Block (New Block), Research Scholar Hostel, Guest House, Stores, Canteen, Security Shed and other Buildings.
4. Bonera Farm-District Pulwama.
5. Yarikha Farm-Tangmarg District Baramulla.
6. Palm Field Station, Leh



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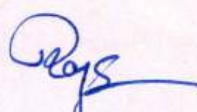
Dated:20-05-2025

SCHEDULE OF QUANTITIES

Per Annum Labour Requirement at the following Field Stations:

S.N.	Month	Bonera Pulwama	Bonera Pulwama HCP-0037	Yarikha (Tangmarg)	Srinagar	Verinag	Leh
1.	January	104	104	104	104	0	26
2.	February	104	104	104	104	0	26
3.	March	780	650	390	390	130	26
4.	April	780	650	520	416	156	104
5.	May	780	650	416	416	156	208
6.	June	780	650	520	416	156	208
7.	July	780	650	520	416	156	208
8.	August	780	650	416	416	156	208
9.	September	780	650	520	442	208	208
10.	October	780	650	520	442	208	208
11.	November	780	650	520	442	156	208
12.	December	104	104	390	390	156	104
	Total Mandays	7332	6162	4940	4394	1638	1742

Total Mandays Per Year= 26208

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GENERAL TERMS AND CONDITIONS:

1.DEFINITIONS

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to except where the context otherwise requires:

○ Contract shall mean the notice inviting the e-tender and document, the tender and acceptance thereof and the formal agreement executed between CSIR-IIIM, Jammu and the tenderer together with the documents referred to therein including these conditions with appendices and special conditions, rates and amounts and schedules of rates including all revisions, additions and deletions. NIT, Entire Tender document, price bid etc. will form part of the contract.

2.Period of Contract: The contract shall remain in force for an initial period of 01 year which may be extended further for a period of another one year subject to satisfactory performance/services of the contractor and mutual concurrence on the same terms & conditions

3.Earnest Money Deposit:(EMD): Earnest money deposit of Rs.3,45,874/-(Rupees Three Lakh Forty Five Thousand Eight Hundred and Seventy Four only) will be required to be paid in favor of the Director, CSIR-IIIM, Jammu through RTGS/NEFT (Account No. 30186230982 & IFSC Code SBIN0000657 of the Branch (SBI Bank) and the scanned copy of the same should be uploaded during the submission of bid. EMD must be valid for minimum 90 days from the date of publication of the tender. Tenders submitted without EMD and incomplete tenders will be summarily rejected. MSME/Startups recognised by DIIP/NSIC Registered firms shall be granted exemption for EMD only. The MSME/NSIC/Starups Registered Firms claiming exemption of EMD should enclose valid MSME/NSIC/Startups Registration certificates, failing which bid will be rejected. EMD shall be forfeited, if the successful bidder fails to sign the formal agreement and start the work within the specified period or neglects to execute the Contract or fails to furnish the required performance Security within the time frame specified by the CSIR-IIIM, Jammu. EMD can also be forfeited, if the tenderer submits false/fraud documents.



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4. Security Deposit:

The successful bidder shall be required to furnish a Performance Security/Security Deposit within 10 days of receipt of award letter for a sum equivalent to the 5% (Five per cent) of the awarded value of contract in the form of Fixed Deposit (FDR)/Bank Guarantee from Nationalised/Scheduled Commercial Banks in favour of "The Director, CSIR-IIIM, Jammu" payable at Jammu which will be retained by the Authority for the due and faithful fulfillment 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).

5. Revocation of Security Deposit/Bank Guarantee:

The Director, CSIR-IIIM shall have absolute rights and powers for the revocation of said security deposit, in case of breach of any clause of this Contract without any prior notice and no claim whatsoever on this count shall be entertained.

6. Agreement: The successful bidder will be required to execute an agreement in Rs.100/- non judicial stamp paper as per the attached format of CSIR-IIIM within a period of 10 days from the date of issue of Award Letter.

7. Commencement of Work:

The CONTRACTOR is required to commence the work with effect from the date mentioned in the award letter.


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8. Determination of quality of work/services:

The decision of the Director, CSIR-IIIM, Jammu with regard to the determining of quality of work/services provided by the CONTRACTOR, shall be final and acceptable to the CONTRACTOR. The CONTRACTOR shall, therefore, rectify the defects so pointed out without any extra payment. The Director, CSIR-IIIM, Jammu shall also reserve the rights to get the work/services so rejected done/replaced at his level at the risk and cost of the CONTRACTOR, after giving him a notice in writing, and the expenditure incurred on this count shall be recovered from the bills of the CONTRACTOR or any other outstanding dues or by revocation of any or all parts of the security deposit as he may think proper.

9. Raising of Bills:

In order to ensure timely payment of wages to the personnel, the monthly wage bills shall be raised by the CONTRACTOR in the requisite format in vogue on the basis of Biometric attendance and work performance report got signed by their HOD's or any other officer so authorized by the competent authority for the purpose by **12th of each month positively**. All the statutory documents should be enclosed with the bills.

If as a result of post payment audit any overpayment is detected in respect of any work done by the CONTRACTOR or alleged to have done by the CONTRACTOR under the tender, it shall be recovered by the CSIR-IIIM, Jammu from the CONTRACTOR.

10. Payment of wages:

The Contractor shall make the payment of wages, etc. to the persons so deployed in CSIR-IIIM, Jammu and after making the payment of wages, the contractor shall submit bills for its reimbursement along with Bank Proof of Payment, Proof of deposit of EPF, ESI and other statutory liabilities, Biometric attendance record, wage register/muster roll, etc. to the CSIR-IIIM, 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-IIIM, Jammu 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,



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maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns. The CONTRACTOR will be responsible for making the payment to his workers directly to their respective bank accounts on or before 7th of each month from his own sources and wage slips should be issued to every person. Subsequently the bill should be raised along with bank details and other statutory payments challans/receipts for reimbursement.

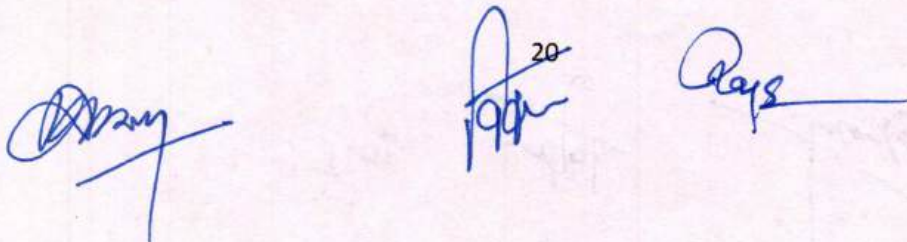
11. EPF/ESI/Minimum wages:

The Contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at CSIR-IIIM, Jammu in their respective names, along with the reimbursement bills for claiming Wages, EPF, ESI and other statutory payments for a particular month. In case the contractor fails to do so, the amount towards Wages, ESI, EPF, Service Charge etc. will be withheld till submission of required documents.

The CONTRACTOR shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, Minimum Wages Act, ESI Act, Shops and Establishment Act, Bonus Act, Contract Labour (Regulation and Abolition Act), 1970 etc. as applicable and amended from time to time. The CONTRACTOR shall be responsible for deposit of employees' and Principal Employer's share of statutory contribution towards ESI/EPF with the concerned department/authorities at his level vide a **separate e-challan and payment challan** for all the persons deployed by him at CSIR-IIIM and maintenance of such record as per rules. He will be required to submit a copy of e-Challan/payment challan abstract/statement of the amount deposited on account of the statutory contributions along with the bills for release of payment, failing which the payment of the bills under consideration, will be withheld.

The payment will be released to him after deduction of Income tax, GST-TDS or any other statutory dues, after the submission of Bank challan, wage sheets, ESI, EPF, GST Challans/statements etc.. on the required formats, by **12th day of the month**. He will also arrange to continue to hold the old UAN/ESI Nos. allotted to contract workers and to open such EPF/ESI accounts for new workers deployed by him in CSIR-IIIM, Jammu. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its workers solely lies with the CONTRACTOR.

If the Contractor is operating his work from outside of Jammu, he should have Branch office, EPF, ESI & GST sub-codes in Jammu.





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12. Other mandatory responsibilities of the CONTRACTOR:

It is obligatory on the part of the CONTRACTOR to fulfil his commitments towards his employees so deployed by him under various Labour Laws. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this Contract shall be carried out by the CONTRACTOR at his own cost and the CONTRACTOR shall report the compliance thereof to the Director, CSIR-IIIM, Jammu or his nominee. The CONTRACTOR shall be solely responsible for violation of any provisions of the said Act or any other Act. The CONTRACTOR shall not charge any money from the Contractual employees towards security deposit. The CONTRACTOR shall issue employment cards containing terms and conditions of appointment to his employees to be deployed in CSIR-IIIM, Jammu.

13. That in case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract or in case of any deficiency in services or disobedience by the personnel so deployed by the CONTRACTOR, the Director, CSIR-IIIM, Jammu shall reserve the right to impose the penalty as detailed below: -

(i) 1% of cost of awarded work for one week and maximum up to four weeks.

(ii) After four weeks delay the Department may cancel the agreement and get this job to be carried out preferably from other agency from open market. The difference, if any, will be recovered from the defaulter contractor and also shall be black listed for a specified period as per rule from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted

14. The bidder is required to provide Manpower Services at CSIR-IIIM (Branch Laboratory) Srinagar and its associated Farms at Field station, Bonera Farm, (District Pulwama), Yarikha Farm, (District Baramulla), Field Station, Verinag, (District Anantnag) and experimental farm at Sanat Nagar, Srinagar and Field Station at Palm (Leh). The contractors are advised to visit and acquaint themselves with the operational system.

15. The Contractor shall not give any sub-contract to any other party or agency to carry out the obligation arising out of this contract.



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16. The number of man days mentioned in the bid document is provisional and the numbers may be increased or decreased upto 25% of the contracted quantity at the time of placement of contract or during the contract period, depending upon functional requirement of the Institute. Service provider is bound to accept the orders accordingly.

17. The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.

18. The contractor should provide additional and replacement of manpower at a short notice. The Contractor shall be bound to replace such workers whose conduct and services are not found satisfactory by CSIR-IIIM, Jammu.

19. If at any point of time it is found that the contractor has furnished false information, the Contract / Tender is liable to be cancelled.

20. On the basis of non satisfactory services, the Director, CSIR-IIIM reserves the right to cancel/terminate the contract at any time during the currency of the contract, without assigning any reasons thereof, after giving one month's notice to the Contractor.

21. The contract manpower shall be of high integrity and good conduct and not above the age of 60 years.

22. TDS and other taxes as applicable will be deducted from the Contractor's bill, as per the instructions issued from time to time by the competent authorities. 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 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.).

23. While quoting the Service Charge bidder's have to keep in mind the statutory deductions (i.e. GST TDS and IT TDS), as applicable from time to time. Income Tax@2% and GST@2% shall be deducted at

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source as applicable and shall be remitted to Income Tax Department and the Central Board of Indirect Taxes and Customs (CBIC) respectively.

24. Earnest Money will be forfeited if the contractor fails to commence the work or carryout other formalities as per the award letter for the work.

25. CSIR-IIIM shall reimburse the amount of GST claimed by the contractor in his bill. It is the prime responsibility of the contractor to deposit the same to the GST authorities. If at any stage, it is found that GST is not being paid by the contractor, this Institute will inform GST authorities in this regard.

26. Unauthorized deductions from the wages in the name of file charges, consultancy charges, registration fee etc. will not be allowed in any circumstances.

27. Micro & Small Enterprises (MSME) and Startups are exempted from submission of Earnest Money Deposit.

28. CSIR-IIIM shall not be responsible for any death, injury, damages or loss whether to the contractor or agents, representatives or its manpower deployed which may result from any accident or by any other cause during operation and execution of the contract.

29. By participating in this bid, bidder undertakes to the following effect:

(i) that the firm/contractor has not been declared defaulter/bankrupt /black listed/debarred from the bidding process by any Central/State Govt. or Public Sector Undertaking.

(ii) Acceptance of all the terms and conditions of the contract (including as stated in Buyer Added Bid Specific Terms and Conditions)

(iii) Overpayment under clause no. 36 shall be refunded to CSIR-IIIM.

30. In case any of contractor's personnel deployed under the contract fails to report on time and contractor is unable to provide suitable substitute in time for the same it will be treated as absent and penalty as per GeM Service Legal Agreement (GeM SLA) may be imposed.



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31. During the course of contract, if any personnel of the contractor are found to be indulging in any corrupt practices causing any loss of revenue or reputation to the CSIR-IIIM, it will be treated as misconduct and appropriate action as per GeM SLA may be taken.

32. In the event of any loss occasioned to the CSIR-IIIM, as a result of any lapse on the part of the contractor which may be established after an enquiry conducted by the CSIR-IIIM, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Director, CSIR-IIIM, Jammu will be final and binding to the agency.

33. The CSIR-IIIM shall have right to have any person removed as decided by representative of the CSIR-IIIM if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

34. Transfer of Liabilities : In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reasons or circumstances; liabilities of the contract shall be borne by the following on such terms and conditions, as the Director, CSIR-IIIM may think proper in public interest:
a) Legal heirs in case of sole proprietor, b) The next partners in the case of company or firms, otherwise he reserve the right to settle the matter according to the circumstances of the case as he may think proper.

35. The CSIR-IIIM shall not be responsible for providing residential accommodation to any of the employee of the contractor.

36. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be refunded to CSIR-IIIM by the agency.

37. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the tender document in respect of providing manpower at CSIR-IIIM. This includes all the liabilities



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of the contractor such as cost of providing uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESIC, EPF contributions, GST, all kinds of taxes etc.

38. The Director, CSIR-IIIM in the public interest reserves all right to accept or reject any or all tender without assigning any reason and also to impose/relax any term and conditions of the tender.

39. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, CSIR-IIIM reserves the right to impose the penalty as per GeM service level agreement or as decided by the Competent Authority.

40. The successful bidder will be required to execute an agreement in Rs.100/- non-judicial stamp paper as per format provided by CSIR-IIIM within a period of 10 days from the date of issue of Award Letter.

41. The successful bidder shall be required to furnish a Performance Security within 10 days of receipt of award letter for a sum equivalent to the 5% (Five per cent) of the awarded value of contract in the form of FDR/Bank Guarantee from Nationalized/scheduled bank in favour of Director, CSIR-IIIM, Jammu or in the form of online payment through online RTGS/internet banking. The performance security shall remain valid for a period of sixty days (60 days) beyond the date of completion of all contractual obligations by the firm. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly. No interest shall be payable on the security amount. 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).



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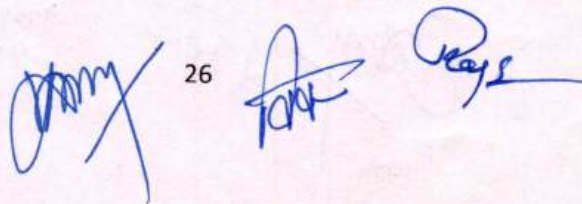
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42. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and individually liable to the CSIR-IIIM for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the CSIR-IIIM.
43. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the CSIR-IIIM, such money shall be deemed to be payable by the contractor to the CSIR-IIIM within seven days. The CSIR-IIIM shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
44. The contractor shall indemnify and hold the CSIR-IIIM harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
45. The CSIR-IIIM shall not be under any obligation for providing employment to any of the manpower of the contractor after the expiry of the contract. The CSIR-IIIM does not recognize any employee-employer relationship with any of the workers of the contractor.
46. The contractor shall comply with the legal requirement for obtaining License under Contract Labour (R&A) Act, 1970.
46. 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. The Contractor's staff shall carry out such other duties as are entrusted to them from time to time.
47. Tenderers/bidders submitting bid 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.

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48. Any act on the part of tenderer/bidder to influence anybody in the CSIR-IIIM, Jammu shall result in rejection of his bid.

49. The bidders not meeting to these requirement will be rejected and no correspondence there of shall be entertained whatsoever.

50. The manpower 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 etc.

51. The bid 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 bid.

52. The bid 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.

53. 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.

54. 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 and ensure that no person shall create any disruption/hindrane/problem of any nature to CSIR-IIIM).

55. 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 contractual workers.



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56.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.

57.The Contractor shall engage only physically fit workers for the works at his sole and own risk.

58.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/hindrane/problem of any nature in IIIM, Jammu, either explicitly or implicitly.

59.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.

60.The contractor will have to execute an agreement after the award of the work but before the commencement of work.

61.The last month payment of the contract shall be paid only after receiving the satisfactory completion certificate.

62.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.

63.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.

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64.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 with mutual consent.

65. 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.

66.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.

67.Local office/ proper location and its existence will be inspected by the CSIR-IIIM, Jammu on given address.

68.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.

69. Termination of the Contract:

The Contract may be terminated in the event of occurrence of any of the following contingencies:

- a. Without any prior notice on the expiry of the Contract period.
- b. In the event of the death of the CONTRACTOR, the Director, CSIR-IIIM, Jammu shall have the option of terminating the Contract without compensation.
- c. By giving **one month's** advance notice by CSIR-IIIM on account of:
 - i. Losses suffered by CSIR-IIIM due to lapse on the part of the CONTRACTOR/his supervisors/workers.
 - ii. For committing breach of the contract of any of the terms and conditions of the contract.



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- ii. The CONTRACTOR consistently provides unsatisfactory services
 - iii. On violation of any Labour laws as per the statutory provisions.
 - v. The CONTRACTOR is declared insolvent by any court of law
 - vi. The CONTRACTOR assigns the Contract or any part thereof to any other Person for subletting the whole or a part of the Contract.
 - vii) The CONTRACTOR is not interested to complete/continue the Contract
- “Provided that during the notice period for termination of the Contract, the CONTRACTOR shall continue to provide the services as before till the expiry of notice period.”**

70. Removal of personnel on termination of Contract:

It shall be the duty of the CONTRACTOR to remove all persons deployed by him on termination of the Contract and ensure that no person shall create any disruption/hindrance/problem of any nature to the CSIR-IIIM, Jammu.

71. Transfer of Liabilities:

In the event of exigencies arising due to the death, infirmity, insolvency of the CONTRACTOR or for any other reasons or circumstances, liabilities of the Contract shall be borne by the following on such terms and conditions, as the Director, CSIR-IIIM, Jammu may think proper in public interest:

- Legal heirs in case of sole proprietor.
- The surviving partners in the case of a firm, otherwise, the sole Proprietor shall reserve the right to settle the matter according to the circumstances of the case as he may think proper.

72. 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.

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Responsibilities of the Contractor:

1. 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 contract to him shall be liable to be cancelled.
2. The service provider shall issue an Identity Card duly signed with seal to the manpower to be deployed at CSIR-IIIM which they must carry while on duty.
3. The contractor shall not employ any person below the age of 18 years and above the age of 60 years.
4. The antecedents of the workers deployed shall be got verified by the contractor from local police authority at his/their own cost. 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, as and when sought and required by CSIR-IIIM, Jammu.
5. The Contractor shall be fully responsible for providing leave benefits, weekly offs, National & Festival holidays etc., to the manpower deployed. As and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute on an immediate basis.
6. 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.
7. The Contractor is required to post his/her authorized representative at the site of the work who shall receive the instructions from the authorized Officer of the Institute from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order. The authorized representative will be over and above the contracted manpower and no additional payment will be made for the same. Contractor needs to submit an authorization letter for the same.



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Email: srcoa.iiim@iiim.res.in Phone: 0191-2585025, Fax No.-0191-2585026

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8. The Contractor shall disburse the monthly salary directly into bank account of its manpower on or before 7th day of the next month. Payment of manpower shall not be linked with the reimbursement of previous bill from this Institute.
9. The CONTRACTOR shall invariably ensure (minimum wages act) that all the employees get wages at the rates as fixed by Chief Labour Commissioner (Central) from time to time.
10. The contractor shall indemnify CSIR-IIIM against any and all claims which may arise under the Workmen's Compensation Act, etc. or any other Act or statute having bearing over the services and for engagement of workmen directly or indirectly for performance under the contract.
11. The Contractor will be responsible for maintenance of Registers and Records, i.e. personal details of the deployed manpower, Muster Roll, Register of Wages, Register of Overtime, Register of Fines, Register of Advance, Wage Slip, etc., as per the extent provisions under various Labour Laws. Also, the Contractor will make it available to the Director, CSIR-IIIM, Jammu or his authorized representative, if they are requested to do so.
12. After the award of contract, the contractor shall provide the details of manpower to be deployed in following proforma:
- | S.No. | Name | Father Name | Address | Age | ID Card number | Aadhar number | UAN Number | e-Pehchan Card Number |
|-------|------|-------------|---------|-----|----------------|---------------|------------|-----------------------|
| | | | | | | | | |
13. Contractor shall be solely responsible to comply with the provisions contained in "Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013".
14. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the CSIR-IIIM.

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15. The contractor shall provide attested copies (attested by the proprietor of the service provider or any authorized representative with seal) of appointment letters (appointment letter must contain Name, Father Name, Date of Birth, Address, ID Card Number, Aadhar number, UAN No., ESI No. etc.) issued to and duly acknowledged by each of the manpower to be deployed at CSIR-IIIM (Branch Lab.), Srinagar and its associated farms (on company's letter head).
16. The Contractor shall submit his monthly claim completed in all respects on or before 12th of the next month.
17. The contractor or manpower deployed shall not disclose any information about the affairs of CSIR-IIIM. This clause does not apply to the information, which becomes available within public domain.
18. Manpower deployed by the contractor shall not take part in any staff union and association activities.
19. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
20. The contractor shall ensure full compliance with tax laws of India regarding this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the CSIR-IIIM fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
21. All liabilities arising out of accident or death of contractual manpower while on duty shall be borne by the contractor.
22. The contractor may be asked to provide uniform and badges (displaying their name) to the manpower to be deployed at his own cost.
23. Biometric Attendance: The CONTRACTOR may be required to install Bio-metric attendance system(s) in CSIR-IIIM on his own cost and may be required to take biometric attendance from all the manpower engaged by him twice a day on arrival and departure on all working days without fail and the



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same may be required to be submitted to the office for getting reimbursement of the monthly wages paid to the contractual manpower engaged by him.

24. 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. E.P.F., ESI, overtime etc. to eligible Labourers/Workers engaged by the contractor. He will also provide wage slip to their workers every month.

25. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

26. The Contractor shall Indemnify the CSIR-IIIM 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.

27. 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.

28. 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

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Abolition) Act 1970 and other statutory provisions as notified by the Central Government from time to time.

29.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.

30.The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under laws namely Contract Labour (Regulation and Abolition Act), 1970, Minimum Wages Act, Payment of Wages Act, EPF Act, ESI Act, Payment of Bonus Act, 1970; Maternity Benefit Act, GST Act, 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. The contractor shall be responsible for timely disbursement of wages, statutory deductions, and depositing contributions with the appropriate authorities.

31.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 for 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.





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32.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 contributions of the persons deployed at IIIM in their respective names. In case the firm fails to do so, the amount claimed towards Wages, EPF and ESI contributions etc. shall be withheld till submission of required documents.

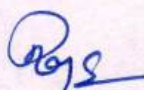
33.The contractor must be registered under the Contract Labour (Regulation and Abolition) Act 1970 as amended. Any obligations and/or formalities which for the purpose of entering into, and/or execution of the contract shall be carried out by the contractor at his own expenses, etc. and the contractor 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.

34.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.

35.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.

36.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.

37.The contractor shall appoint a dedicated supervisor to oversee the workforce, ensuring discipline, efficiency, and adherence to assigned duties. The contractor shall conduct regular performance reviews and take corrective action for underperforming personnel. Any misconduct, negligence, or violation of workplace policies by contractor personnel shall be addressed immediately, and the contractor shall take necessary disciplinary actions.

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38.The contractor shall ensure that all personnel report on time and maintain proper attendance records. The contractor must provide replacements for absent personnel to ensure uninterrupted workflow. The contractor shall adhere to the work schedule specified in the contract and ensure compliance with working hours, weekly offs, and overtime regulations.

39. The contractor shall ensure that all personnel maintain hygiene, wear appropriate uniforms (if required), and follow workplace etiquettes. Personnel should conduct themselves professionally and respect the organizational culture and hierarchy. Any complaints regarding misbehavior, harassment, or misconduct shall be dealt with immediately by the contractor in coordination with the management.

40.The contractor shall ensure that all personnel are trained in basic safety protocols, including fire safety, first aid, and emergency evacuation procedures. The contractor shall appoint a designated person to coordinate in case of accidents, medical emergencies, or workplace hazards. The contractor shall provide necessary Personal Protective Equipment (PPE) if required for specific job roles.

41. The contractor shall maintain regular communication with the management regarding manpower deployment, grievances, and operational improvements. The contractor must attend periodic review meetings and submit reports on workforce performance and compliance.

42. The contractor shall be liable for any injuries, accidents, or fatalities occurring to its workers during duty. The contractor shall ensure that all personnel are covered under the Workmen's Compensation Act of 1923 or Employees State Insurance (ESI), Act 1948 (Employers contributions= 3.25% of wages and employee's contributions 0.75% of the wages. The principal employer shall not be responsible for any medical expenses, compensation claims, or insurance liabilities of the contractor's personnel.

43. The contractor and its personnel shall not disclose any confidential, intangible or sensitive information related to the principal employer's operations, employees, or business activities. Any breach of confidentiality shall result in legal action and financial penalties against the contractor.



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Responsibilities of CSIR-IIIM

1. That payment of enhancement/escalation charges on account of revision of minimum wages by the Chief Labour Commissioner (Central) from time to time shall be payable by the CSIR-IIIM to the CONTRACTOR.
2. The Director, CSIR-IIIM shall have the right, within reason, to have any manpower removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any manpower with prior intimation to the Director, CSIR-IIIM, Jammu.
3. On receipt of claim from the contractor, CSIR-IIIM shall reimburse the payment to the contractor after statutory deductions, as applicable from time to time, on monthly basis.

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JURISDICTION, FORCE MAJEURE and ARBITRATION

Jurisdiction: The courts at Jammu only shall have the jurisdiction for the purpose of this agreement.

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, acts 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. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

Arbitration

1. In the event of any question, dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to Delhi International Arbitration Centre(DIAC) setup under the Arbitration and conciliation(Amendment) Act, 2015, for appointment of Arbitrator whose decision thereon shall be final and binding on the parties thereto.

2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and / or directions, as may be required.

3. Subject to the aforesaid provisions, the arbitration & conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

-Sd-

Sr. Controller of Administration

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ANNEXURE-I

Price Bid Breakup

Present Wage structure as per notification of Chief Labour Commissioner (Central), New Delhi (for information only) (Revised Rates w.e.f 1st April 2025). The Financial Bid/ price bid breakup is mentioned as follows:

S.No.	DESCRIPTION	Unskilled (Agr.) Area B	Unskilled (Agr.) Area C
1.	Basic Pay per manday (Minimum Basic Pay plus VDA)		
2.	ESI @ 3.25% of Basic plus VDA		
3.	EPF @ 12% of Basic plus VDA		
4.	EDLI @ 0.5% of Basic + VDA		
5.	Adm. charges (EPF) @ 0.5% of Basic+VDA		
6.	TOTAL (1+2+3+4+5)		
7.	Total number of mandays per annum		
8.	Per Annum Expenditure(without GST) (6*7)		
9.	Per Annum Expenditure including GST@18% (Total A)		
10.	Service Charges on Basic wages plus VDA, EPF, ESI, EDLI and EPF admin Charges(i.e., on S.No.8) (Total B)		
11.	GRAND TOTAL C (A+B)		

ANNEXURE-II

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ANNEXURE-II

WORK EXPERIENCE DETAILS

(To be given on Firm's Letter Head neatly typed)

Experience details for Manpower Services within the last three financial years from 1st April 2022 to 31st March 2025 (in Chronological order) has to be provided in the following format. (Copies of work orders and satisfactory completion certificates exclusively for supply of manpower services from the concerned establishment have to be enclosed)

S.No.	Name and Address of the organization	Work Award letter Number and date	From	To	Total Value of the completed valid work exclusively for "Supply of Manpower Services"	Contact person with phone no., email etc.	Corresponding Page Nos. of work orders and completion certificates
TOTAL CONTRACT AMOUNT IN THE LAST THREE FINANCIAL YEARS							

(Signature of the CONTRACTOR)

Name:

Seal



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ANNEXURE- III

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

To,

Date:

The Director,
CSIR-Indian Institute of Integrative Medicine,
Jammu.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:NIT No.-M11018/01/2024-Works

Name of Tender / Work: "Contract for Supply of unskilled manpower (on mandays basis) for the smooth running of CSIR-IIIM Institute at CSIR-IIIM, Branch Laboratory, Srinagar and its associated farms namely Field Station Bonera Farm (District Pulwama), Yarikha Farm (Distt. Baramulla) and Verinag Farm, (District Anantnag), experimental farm at Branch Lab Srinagar, Sanat Nagar, Srinagar, J&K and Field station at Palm, Leh."

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned
2. 'Tender/Work' from the web site(s) namely Govt. e Marketplace (GeM Portal)
[/https://etenders.gov.in](https://etenders.gov.in) as per your advertisement, given in the above mentioned website(s).
3. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page Nos. **01 to 56** (including all documents like annexure(s), schedule(s), etc , which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
4. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

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5. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
6. I/we hereby declare that our past performance in CSIR-IIIM, Jammu, if any, has remained satisfactory.
7. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertakings.
8. I / We certify that all information furnished by the 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 thereof 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(if any) absolutely.

Yours Faithfully,

**(Signature of the Contractor,
with Official Seal)**



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Annexure-IV

AFFIDAVIT

(To be executed by the bidder on Rs. 200/- Stamp paper & attested by Public Notary)

1. I/We state/declare that
2. I/We are not involved in any litigation that may have any impact on the delivery of service, as required under this tender.
3. I/We were never black-listed by CSIR-IIIM, Jammu and there was no default made in remitting of ESIC/EPFO/Service Tax/GST etc.. at any point of time during the tenure of Contract in CSIR-IIIM, Jammu.
4. I/We are not black-listed by any Central/State Government/Autonomous Bodies/PSUs in India.
5. I/We do not have any complaint pending against us with any statutory body.
6. I/We have not furnished any false/wrong information at any stage and have not suppressed any fact.
7. I/We certify that, we are remitting statutory dues/taxes regularly to ESIC/EPFO/Government and no default was made in this regard.
8. We further certify that no investigation by a regulatory is pending either against us.

Yours faithfully,

(Signature of the CONTRACTOR)

Place _____
Date _____
Address _____

Name _____
Designation _____
Seal _____

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ANNEXURE –V

DECLARATION OF RELATIONSHIP

I/We (Name) _____ who is working as CONTRACTOR/ Partner/ Sole Proprietor (**strike out word which is not applicable**) of the (Firm) name _____ Address..... do hereby solemnly affirm and declare that **NO** RELATIVE(S) is/are working in any CSIR Laboratories/Institutes or CSIR-IIIM, Jammu.

Signature with date and seal of the tenderer

(OR)

I/We (Name) _____ who is working as CONTRACTOR/Partner/Sole Proprietor (strike out word which is not applicable) of the (Firm) do hereby solemnly affirm and declare that Sri/Smt./Dr. _____ Designation _____ at CSIR-IIIM, Jammu or CSIR employee at _____ Laboratories/Institute located at _____ is my relative.

Relative(s) may be the following list person :

[NOTE : A person shall be deemed to be a relative of another if, and only if,(a) they are members of a Hindu Undivided Family (HUF), or (b) they are husband and wife, or(c) the one is related to the other in the following manner : Father, Mother (including step mother),son (including step son), Son's wife, Daughter(including step daughter), Fathers Father, Son's son(s), Grandson's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sister's husband.



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UNDERTAKING BY THE TENDERER

ANNEXURE VI

I/We hereby undertake that:

1. Full manpower will be engaged on daily basis for the Manpower Services as per given schedule/instructions of HODs
2. I/We have visited the site in order to evaluate the level of services to be rendered and quoted accordingly.
3. I/We agree that the payment will not be made for the work not carried out by me/us in any of the above areas.
4. I/We agree for the bills payment on monthly pro-rata basis and will ensure that the bills are submitted by 12th day of the month.
5. I/We agree to pay minimum wages as per notification of Ministry of Labour and Employment/DGR, deposit necessary EPF, ESIC, GST, Professional tax with appropriate authorities as prescribed in the respective acts. Wages payment will be made on or before 7th day of every month based on Biometric attendance of the workers.
6. Substitute will be made available as and when required by the Competent Authority. Extra manpower if any called for will be provided by the security agency on 24 hours notice.
7. Identity Card in Form XIV of Minimum Wages Act will be issued to all the workers within 15 days of award of work and it will be replaced as and when required and a copy of the Identity Card of the workers deployed by me/us be submitted to Competent Authority.

Date:

Signature & Seal of the Contractor



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ANNEXURE VII

A. Contractor's Bank Account Details and Address on Firm's LETTER HEAD

Ref. No.:

Date:

To,

The Director,
CSIR-Indian Institute of Integrative Medicine,
Jammu.

Dear Sir,

The following is the confirmation/update of our/my bank account details and we /I hereby affirm that our/my choice to opt for payment through electronic mode for amounts due to me/us under various purchase orders/ contracts/other services provided. I understand that CSIR – IIIM, Jammu, also reserve the right to send the payment due to us/me by Cheque/Demand Draft/Electronic mode or through banker.

CONTRACTORS DETAILS

01	Contractor's Name	
02	Address (including Pin Code)	
03	Fax No/E-mail ID	
04	PAN NUMBER	
05	GST NUMBER	
06	MOBILE NUMBER	

B. PARTICULARS OF BANK ACCOUNT

01	Name of the Bank	
02	Branch Name/Branch Code	
03	Branch Address (including PIN Code)	
04	9 Digit MICR No. of the Bank/branch as appeared on the cheque	
05	Account Type (Saving/Current/Cash Credit)	
06	Account Number (as appeared on the cheque book)	
07	IFSC Code of the branch	



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I/We hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to the Director, CSIR – IIIM, Jammu. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, we/ I shall not hold CSIR – IIIM responsible. The online banking charges will be borne by me/us.

01.Bank details to be confirmed by the bankers. Such confirmation shall be duly signed by the bankers.

02.Please enclose a cancelled Cheque.

(Signature of the Contractor, with Official Seal)



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Annexure - VIII

UNDERTAKING

**NON-CONVICTION OF ANY OFFENSE/ under liquidation/ court receivership or similar proceeding and
not bankrupt**

(to be furnished on non-judicial stamp paper of Rs. 100/-)

This is to certify that I _____,

_____ a resident of

_____ have never been found guilty/convicted of any
administrative offense and/or crime/ under liquidation/court receivership or similar proceeding and not
bankrupt.

Signature of the Bidder



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UNDERTAKING

Annexure - IX

We/I Proprietor/Partner(s)/Director(s) of M/s.....hereby declare that no money will be charged from the contractual workers engaged with him in the name of registration Fee, Uniform, Security Deposit, Identity Card etc.

If any such type of misconduct come to notice of the Principal Employer the contract shall be terminated and penalties will be imposed as per SLA of GeM.

Dated: Name & Signature of the Bidder with Official Stamp

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Agreement for providing of Manpower Services in CSIR-IIIM, Jammu

Agreement to be signed

(This agreement & tender document will be the part of agreement)

This AGREEMENT made on this _____ day of _____ between the CSIR- INDIAN INSTITUTE OF INTEGRATIVE MEDICINE, JAMMU, an Autonomous Body registered under the Societies Registration Act and having its office "Canal Road, Jammu," (hereinafter referred to as CSIR-IIIM, Jammu of the ONE PART.

And

M/s _____ at _____
_____ (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the CSIR-IIIM is desirous of giving a job contract for "providing manpower services at CSIR-IIIM, Jammu which is a constituent unit of Council of Scientific and Industrial Research, New Delhi (hereinafter referred to as Lab./Instt.) and whereas the Contractor has offered to "Provide Manpower Services at CSIR-IIIM, Jammu" on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provision of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that 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-IIIM, Jammu. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR-IIIM has agreed to award the contract of the work of Manpower Services at CSIR-IIIM, Jammu hereinafter mentioned as work assigned details of which are given at Annexure 'A'

AND WHEREAS the Contractor has agreed to furnish CSIR-IIIM a Security deposit of Rs. _____ by way of Bank Guarantee or Fixed Deposit Receipt.

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

GENERAL CONDITIONS



CSIR- Indian Institute of Integrative Medicine

Canal Road, Jammu – 180 001, J&K

Email: srcoa.iiim@iiim.res.in Phone: 0191-2585025, Fax No.-0191-2585026

NIT No.-M11019/01/2025-Works

Dated:20-05-2025

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-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 CSIR-IIIM or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and update the Director of the CSIR-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 of the CSIR-IIIM or the officer designated by the Director in this respect from time to time.
3. That the Director of the CSIR-IIIM 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 efficiently.
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-IIIM in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of the CSIR-IIIM in case of any of the aforesaid acts on the part of the said person.

A. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure-'A' as deemed fit by him in consultation with the Director, CSIR-IIIM, Jammu or his nominee.
2. That the Contractor shall submit details, such as names, parentage, residential address, age, etc. of the person deployed by him in the premises of the CSIR-IIIM, 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.
3. That the contractor shall ensure that the persons so deployed do not allow any property of the CSIR-IIIM, Jammu to be taken out of the premises without a Gate Pass signed by the designated officials of the Lab. As a safeguard against any dishonesty connivance and/or ulterior motive, the specimen signatures of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor along with subsequent changes, if any. The Sr. Controller of Administration/COA/AO of the Lab shall make suitable arrangement to ensure compliance.

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4. The Contractor shall report promptly to Director/designated officer of the Lab. any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets moveable and immovable of the Lab and if there is any loss to the Lab on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the Lab.
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, Jammu 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 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 provision. 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-IIIM, Jammu 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.
6. 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, Jammu, in their respective names, along with the Wages Re-imbursment bills. In case the contractor fails to do so, the amount claimed towards Wages, ESI & EPF contribution etc. shall be withheld till submission of required documents.
7. 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 Central Government or the State Government whichever is higher.
8. 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 Lab.
9. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR-IIIM, Jammu and shall on demand furnish copies of wage register/muster roll, etc. to the CSIR- IIIM, 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-IIIM, Jammu 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

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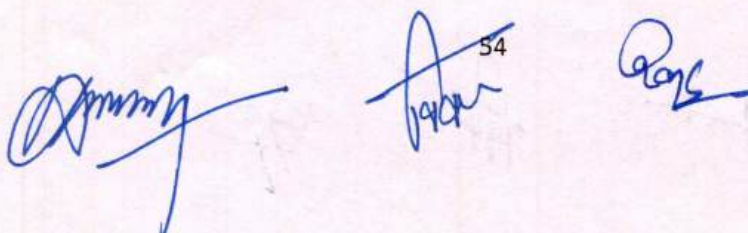
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- deductions unauthorized made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
10. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-IIIM, Jammu.
 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-IIIM, Jammu.
 12. **Service Charge:** Service charge will be calculated on Minimum wage plus VDA only. In Earlier contracts, it has been noted that due to very low figure of service charges contractors fail to provide good service, therefore, it must be ensured that service charge quoted should not be unreasonable. Contractors, before quoting for service charge must ensure that they should take into consideration various aspects such as deduction of Income Tax and GST at source, deployment of their own supervisor(s) responsible for effective control, other expenses to run the establishment effectively, payment of statutory charges to their contract persons as well as to the State Govt./statutory bodies. As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%. The contracts concluded through this service shall be in compliance with the above mentioned OM. Thus, the bidders quoting service charges less than 3.85% shall be summarily rejected.
 13. Contractor is bound to follow GeM Gnereal Terms and Conditions, GeM Special Terms and Conditions and Service Level Agreement of GeM, in addition to other terms and conditions of the Tender document of CSIR-IIIM.

B. CSIR-IIIM, JAMMU'S OBLIGATIONS

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid a lump sum of Rs.on monthly basis. Such payment shall be made by the 10th day of the month on the basis of the bills raised by the Contractor and duly certified by the officer designated by CSIR-IIIM, Jammu in this regard.
2. That the aforesaid lump sum amount has been agreed to be paid by CSIR-IIIM, Jammu to the Contractor.
3. That the payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt./Director General of Resettlement, Ministry of Defence (Govt. of India) from time to time shall be payable by the CSIR-IIIM, Jammu to the Contractor.





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4. That the CSIR-IIIM, Jammu shall reimburse the amount of GST, if any, paid by the contractor to the authorities on account to the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.
5. The security deposit will be refunded to the contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

C. INDEMNIFICATION

1. That the contractor shall keep the CSIR-IIIM, Jammu indemnified all claims whatsoever in respect of the employee 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 party and is supposed to contest the case, the CSIR-IIIM, Jammu 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, Jammu on demand. Further, the contractor will ensure that no financial or any other liability comes on CSIR-IIIM, Jammu in this respect of any nature whatsoever and shall keep CSIR-IIIM, Jammu indemnified in this respect.
2. The contractor shall further keep the CSIR-IIIM, Jammu indemnified against any loss to the CSIR-IIIM property and assets. The CSIR-IIIM, Jammu shall have further right to adjust and/or deduct any of the amount as aforesaid from the payments due to the contractor under this contract.

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 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, CSIR-IIIM, Jammu 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 Laboratory/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.

F. COMMENCEMENT AND TERMINATION

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



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2. That this agreement may be terminated on any of the following contingencies:

- On expiry of the contract period as stated above
- By giving one month's notice by the CSIR-IIIM, Jammu on account of
 - a. Committing breach by the Contractor of any terms and conditions of this agreement.
 - b. Assigning the contract or any part thereof to any sub-contractor by the Contractor without written permission of the Director of CSIR-IIIM, Jammu
- 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. It shall be duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for CSIR-IIIM, Jammu.

G. 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 presents on the date, month and year written above.

For and on behalf of the Contractor

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

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

1. Witness:
2. Witness:

1. Witness
2. Witness

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