

**CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY
Post Box No.-6, PALAMPUR-176 061 (H.P.)**

**Name of the Contract: Providing of Miscellaneous Manpower at CSIR-IHBT,
Palampur (HP)**

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Received Rs. **500.00 (Rupees Five hundred only)** in cash vide Cash Receipt No. _____ dated _____ or Demand Draft No. _____ dated _____ from M/s _____ towards cost of tender.

Signature of DDO

Tender Issued to:

M/s _____

Signature of the Tender Issuing Officer

**DETAILS OF EARNEST MONEY ATTACHED WITH THE TENDER
(To be filled by the Tenderer)**

D.D. No. _____ dated _____ Amount: _____
Name of the Issuing Bank _____
Branch _____.

Signature of Tenderer



CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY
Post Box No.-6, Palampur (H.P.) –176 061

NOTICE INVITING TENDER

Sealed tenders are invited from the contractors of CPWD, PWD, Railway, MES, Govt./Semi-Govt. Organization and Public Sector Undertakings who are registered under Contract Labour (Regulation & Abolition) Act, 1970 and also have EPF Registration under the EPF, Act, 1952 for execution of the following works on job contract basis:-

Sl. No.	Name of work	Estimated Cost (Rs.)	Duration	Tender Cost (Rs.)	Earnest Money (Rs.)
1.	Providing of Miscellaneous Manpowers at CSIR-IHBT, Palampur (HP)	36,79,608.00	Six Months	500.00	73,600.00

Tender documents containing detailed description of works, area/quantity, duration and terms & conditions of the contract can be obtained from the Office of the Administrative Officer, CSIR- Institute of Himalayan Bioresource Technology, Palampur-176 061 (H.P.)

Date of Sale of Tender Document:- 01.09.2016 to 12.09.2016 (10:00 A.M. to 4:00 PM)

Last date and time of submission of tenders:- 21.09.2016 Upto 12:30 PM

Date and time of opening tenders:- 21.09.2016 at 3:30 PM

Tender document can be obtained on production of (1) Proof of Registration under the Contract Labour and EPF (2) copy of the last year Income Tax return filed by the Agency/Contractor and (3) Satisfactorily completion certificate of appropriate value of work and (4) Experience Certificate.

Tenders can be obtained in person or through authorized person on payment of cost of tender document **Rs.500.00 (non-refundable)** each in cash to be deposited in the CSIR-IHBT, Cashier. The NIT is also available on the web site www.ihbt.res.in , which can be downloaded and be submitted along with a Demand Draft amounting to Rs. 500 as Tender fee.

The Director, CSIR- I.H.B.T, Palampur reserves the right to accept the tenders in part or in whole and reject any or all tenders without assigning any reason thereof.

ADMINISTRATIVE OFFICER

**CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY,
Post Box No.-6, PALAMPUR-176 061 (H.P.)**

TERMS AND CONDITIONS OF TENDER :

1. Tenderer should drop the sealed tender in the tender box kept in the room of Administrative Officer, CSIR-IHBT, Post Box No.-6, Palampur superscribed on the envelope "**Tender for Providing of Skilled / un-skilled manpower at CSIR-IHBT, Palampur (HP)**" with last date of submission and date & time of opening of the tender.
2. The following documents should be attached with the Tender failing which the tender shall be summarily rejected and not considered at all.
 - (i) Attested copies of experience certificates for providing manpower issued by Head of Department /Organization / Undertaking.
 - (ii) Attested copy of last year Income Tax return filed by the Agency/Contractor.
 - (iii) Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1970.
 - (iv) EPF Registration under the EPF Act, 1952.
 - (v) Earnest Money of **Rs.73,600.00 (Rupees fifty three thousand only)** in the form of Demand Draft drawn from any Nationalized Bank in favour of Director, CSIR-Institute of Himalayan Bioresource Technology and payable at Palampur.
3. The validity period of the tender shall be for a period of Ninety days from the date of opening of tenders for the purpose of acceptance and award of work. Validity beyond Ninety days shall be extended by mutual consent.
4. Tenderer should inspect the site to acquaint himself fully about the accessibility of sites, nature of work, fields condition, working conditions of site and locality before submitting the tender.
5. The tenderer shall not impose any condition or make any changes, additions, alterations and modifications in the tender document except quoting services charges in percentage of minimum wages in figure and words as mentioned in the Tender document.
6. The work award order shall be treated cancelled if the successful tenderer fails to give his acceptance within seven days from the date of receipt of work award order and the Earnest Money deposited by the tenderer with the tender shall be forfeited.
7. Successful tenderer will execute an agreement on a non-judicial stamp paper worth **Rs.20.00** within five days from the date of acceptance of award of work order failing which the work order shall be treated as cancelled without making any reference to the tenderer.
8. Successful tenderer will deposit **@ 5% of awarded amount** as Security money before execution of Agreement for due discharge of his obligations under the contract. The Security Money shall be refunded to the contractor after satisfactory completion of work/services during the contract period. Earnest Money shall be adjusted against Security Money on the request of the contractor. In case the contract is further extended beyond the initial period, the security deposit will be refunded after the extended period of the contract.

9. The tender documents shall be made part of the Agreement and will have to register in the public Notary or before the Registrar at the cost of successful tenderer.
10. The earnest money deposited by the tenderer shall be forfeited, if the tenderer fails to execute an agreement within ten days from the date of issue of work award letter or fails to start the work within five days from the date of issue of order for commencement of work.
11. The Agreement shall be treated as cancelled if the contractor fails to start the work within seven days from the date of execution of Agreement and the Security Money deposited by the contractor shall be liable to forfeit without making any reference to the contractor.
12. The entire tender document must be signed by the Proprietor/Owner/authorized person himself and also affix seal of the firm on each and every page of the tender document. No power of attorney shall be entertained.
13. In case the date of opening is declared a holiday, the date of opening shall be automatically extended to the next working day.
14. Incomplete tenders/conditional tenders or the tenderer tries to influence any officer of CSIR-IHBT or canvassing in any form shall make the tenderer's tender liable to rejection.
15. The tenderer while submitting his tender would have considered and accepted all the terms and conditions of the tender. No verbal or written inquiries will be entertained in respect of accepting or rejection of the tender.
16. If at any later date, it is found that the documents and certificates submitted by the contractor are forged or have been manipulated, the work awarded to the contractor shall be cancelled and EMD/Security Money deposited by the contractor shall be forfeited.
17. For evaluation of the bids for the Contracts providing manpower, L-1 is to be decided keeping in view the component of Service Charges quoted by the prospective bidders, as the contractor is liable to pay minimum wages as mentioned in the Tender document, plus the statutory due like EPF, Bonus and Service Tax etc. Please note that the rates quoted should not be less than the deduction rate of income tax as prescribed by the Govt., if so the tender will not be entertained or be rejected straightway.
18. The requirement of manpower may increase or decrease during the period of contract and in the event of increased requirement, manpower is to be supplied within a period of three days.
19. The contract is initially **for a period of Six months** from the date of award of the work to the selected contractor. However based upon the requirement of the Institute the said period may be further extended upto maximum of two years provided the requirement of the workers for our Institute persists at that time. The contract may be curtailed/terminated before the period of Six months due to deficiency in the services, substandard quality/misconduct of manpower deployed. The number of workers required during the contract period may be reduced or enhanced depending upon the actual requirement of the Institute.
20. All entries in the tender document should be legibly filled in by the tenderer. No overwriting or cutting is permitted. However, cuttings if any should be properly initialed by the tenderer or his authorized persons.
21. The Registered office or one of the branch office of the Company/Agency/Firm/Contractor should be located in and around Palampur (within a radius of 100 km).
22. **Incomplete tenders and/or conditional tenders will not be entertained.**

**CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY,
Post Box No.-6, PALAMPUR-176 061 (H.P.)**

Terms and conditions for execution of the Job/Labour Contract for Providing of Skilled / un-skilled manpower at CSIR-IHBT, Palampur (HP):

A. General Conditions :

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, a relationship of employer and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director of CSIR-IHBT or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Director of CSIR-IHBT or the officer designated by the Director in this respect time to time.
3. That the Director of CSIR-IHBT or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the Contractor does not come upto 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-IHBT in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of CSIR-IHBT in case of any of the aforesaid acts on the part of the said person.
5. The contract shall be for a **period of 6 months** from the date of award unless it is curtailed or terminated by CSIR-IHBT owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the work requirement etc.
6. The contract shall automatically expire at the end of **Six months**, unless extended further by the mutual consent of contracting agency and CSIR-IHBT.
7. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a further specific period mutually agreed upon by the successful service providing company/firm/agency and CSIR-IHBT.
8. The contracting company/firm/agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of CSIR-IHBT.
9. The tenderer will be bound by the details furnished by him/her to CSIR-IHBT, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of contract making him/her liable for legal action besides termination of contract.
10. CSIR-IHBT reserves right to terminate the contract during initial period also after giving a month's notice to the contracting agency.

11. The person deployed shall be required to report for work at 9.00 hrs. and would leave at 17.30 hrs. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one day wage shall be deducted.
12. CSIR-IHBT operates on five days (i.e. Monday to Friday) in a week from 900 hrs to 1730 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs. Besides this, CSIR-IHBT also observes the Gazetted holidays notified by the Government of India from time to time. The personnel deployed, however, may be required to attend the office in exigencies of work for which he/she will be paid as per Government of India rates.
13. The agency shall depute a co-ordinator who would be responsible for immediate interaction with CSIR-IHBT so that optimal services of the persons deployed by the agency could be availed without any disruption.
14. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damages @ Rs.100 per day on the service providing agency.
15. For all intent and purpose, the contractor shall be the “Employer” within the meaning of different labour legislations in respect of manpower deployed by him for different assigned work.
16. The manpower deployed by the contractor shall not have any claims of Master and Servant relationship with the CSIR-IHBT, Palampur.
17. The manpower deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual/regular manpower during the currency or after expiry of the contract. In case of termination/completion of the contract also, the persons deployed by the contractor shall not be entitled to or will have any claim for absorption in the regular or otherwise at CSIR-IHBT, Palampur. The contractor should make it known to persons/workers deployed by him.

B. CONTRACTOR'S OBLIGATIONS:

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at **Annexure-`A'** in consultation with the CSIR-IHBT.
2. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
3. That the Contractor shall submit details, such as names, parentage, residential address, age with attested copy of date of birth proof, character certificate from a gazette officer and verification of antecedents from local police authority etc. of the persons deployed by him in the premises of CSIR-IHBT. For the purpose of proper identification of the employees of the Contractor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the Contractor shall be liable for payment of wages (not later than 7th day of the next month in any circumstances, as per statutory requirements) and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
5. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-IHBT and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition)

6. 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.
7. That the contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR-IHBT indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, Rules/Regulations and /or any bye-laws or rules framed under or any of these, the CSIR-IHBT shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payments.
8. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officers of CSIR-IHBT.
9. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR-IHBT and shall on demand furnish copies of wage register/muster roll, etc. to the CSIR-IHBT 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-IHBT 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 deduction from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
10. That the Contractor shall submit the proof of having deposited the amount of ESI & EPF contribution towards the persons deployed at CSIR-IHBT in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so the amount towards ESI & EPF contribution will be withheld till submission of required documents.
11. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-IHBT.
12. That the contractor shall deploy his persons in such a way that the persons get weekly rest. The working hours / leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970, as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director of CSIR-IHBT.
13. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the CSIR-IHBT and ensure that no such person shall create any disruption/hindrance/problem of any

nature in CSIR-IHBT either explicitly or implicitly. They shall not be entitled to and will have no claim for any absorption in CSIR-IHBT.

14. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and /or loss/ damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
14. The security will be refunded to the contractor within one month of the expiry of the contract only on satisfactory performance of the contract.
15. The contractor shall keep the CSIR-IHBT indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever it will be the primary responsibility of the Contractor to contest the same. In case CSIR-IHBT is made party and is supposed to contest the case, the CSIR-IHBT will be reimbursed for the actual expenses incurred towards counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR-IHBT in this respect of any nature whatsoever and shall keep CSIR-IHBT indemnified in this respect.
16. The contractor shall further keep the CSIR-IHBT indemnified against any loss to the CSIR-IHBT property and assets. The CSIR-IHBT shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
17. The contractor will make payment to the workers engaged by him for execution of the work and submit the bills for reimbursement.

C. CSIR OBLIGATIONS:

1. That in consideration of the works executed / services rendered by the Contractor shall be paid on month basis for the monthly executed quantities of Job/services provided by the contractor in accordance with the rates quoted by him.
2. That the payment to the contractor as become payable, shall be made on production of the bill for the executed quantities of work /services provided after duly certified by the concerned HOD where the manpower is deployed or the job work executed.
3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR-IHBT to the Contractor.
4. That the CSIR-IHBT shall reimburse the amount of service tax, if any, paid by the Contractor to the authorities on account of the services rendered by him. The reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.
5. The Director, CSIR-IHBT shall have further right to adjust and / or deduct any of the amounts as aforesaid from the payments made to the contractor under the 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 deposited will be forfeited and further the work may be got done from another agency at his risk and cost.

2. That the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director of CSIR-IHBT in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

E. COMMENCEMENT AND TERMINATION :

1. The duration of the contract will be for a **period of 6 months**. This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this contract may be terminated on any of the following contingencies:-
 - a) On the expiry of the contract period as stated above;
 - b) By giving one month's notice by CSIR-IHBT on account of:
 - i) committing breach by the Contractor of any of the terms and conditions of this agreement.
 - ii) assigning the contract or any part thereof to any sub Contractor by the Contractor without written permission of the CSIR-IHBT.
 - c) By giving three months notice by either party.
 - d) On Contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

F. ARBITRATION:

1. In the event of any question, dispute / difference arising under the agreement or in connection therewith (except as to matters the decision of which is specifically provided under the terms and conditions) the same shall be referred to the Sole Arbitration to DG, CSIR or his nominee.
2. The award of the arbitrator shall be final and binding on the parties. In the event, the Arbitrator to whom the matter is originally referred to, is being transferred or has vacated his office or resigned or refused to work or neglect the work or being unable to act for any reason whatsoever, the Director General, CSIR shall appoint another person to act as an Arbitrator in place of the out-going Arbitrator in accordance with the terms and conditions of the agreement and the person, so appointed, shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The Arbitrator may give interim award(s) and / or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from the time being in force shall be deemed to apply to the arbitration proceedings under this Clause.

**CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY,
Post Box NO.-6, PALAMPUR-176 061 (H.P.)**

**SCHEDULE FOR THE PARTICULARS OF THE TENDERER
(To be filled by the Tenderer)**

1.	Name of the Proprietor / Partners	
2.	In case of Co-operative Society, Name of the Chairman / Secretary who is authorized to sign the tender	
3.	Name of the Firm / Co-operative Society / Agency	
4.	Address of the Firm / Co-operative Society / Agency	
5.	Telephone Number :	
	FAX No:	
	E-mail:	
6.	Residential Telephone Number of the Proprietor/Owner/Chairman or Secretary	
7.	Registration No.	
8.	Trade for which registered	
9.	In case of Partnership, name & address of the partner signing the tender documents	
10.	Specimen signature of the person with name authorized for signing the tender	
11.	Name & Address of Banker	
	MICR No. of the Banker:	
	Bank Account No. of the Firm/Agency/Contractor	
12.	Approximate Annual Transaction during the last two years	
13.	Registration Number and date under a) Contract Labour (Regulation & Abolition) Act, 1970	
	b) E.P.F. Account No :	
	c) Service Tax Account No :	
	d) PAN No:	
	e) GIR No:	

Signature of Tenderer

**CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY,
Post Box No.-6, PALAMPUR-176 061 (H.P.)**

SCHEDULE OF WORK /SERVICES DONE BY THE TENDERER
(To be filled by the Tenderer)

Tenderer should mention below the details of the works /Services (maximum five works/services) satisfactorily completed during the last five years period which are nearer to the estimated amount of the tender and also attach satisfactory completion certificate of the works/services.

Sl.No.	Name of the work/services completed	Location / Site of the work/services	Value of the work/services	Name of the Deptt./Organization with Tel. No. FAX No.
1.				
2.				
3.				
4.				
5.				

Signature of Tenderer

CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY
Post Box No. 6, Palampur (H.P.) -176 061

Schedule of description of works/services, Quantities and Rates

Sr. No.	Description of work	Quantity
1.	Providing of Skilled / un-skilled manpower at CSIR-IHBT, Palampur (HP)	The contractor shall engage 74 [37 Unskilled+ 2 Semiskilled + 30 Skilled + 5 Highly Skilled] workers per day (Skilled with working knowledge of computer both Hindi & English typewriting and for Driver- with valid driving license of LMV/HMV)

I. Unskilled manpower		(Amount in Rs.)	37 Worker Per Month (Rs.)	37 Workers for Six Months (Rs.)
1.	Rate for one unskilled worker per month @Rs.211/- X 26 days	5,486.00		
2.	EPF @ 13.36% (Employer's share) on Rs.5,486/-	732.92		
3.	Accidental insurance @ Rs.25/-	25.00		
4.	Total	6,243.92		
5.	Service Tax	As Applicable	2,31,028.00	13,86,168.00

II. Semi skilled manpower		(Amount in Rs.)	2 Worker Per Month (Rs.)	2 Workers for Six Months (Rs.)
1.	Rate for one Semi skilled worker per month @Rs.216/- X 26 days	5,616.00		
2.	EPF @ 13.36% (Employer's share) on Rs.5,616/-	750.29		
4.	Accidental insurance @ Rs.25/-	25.00		
5.	Total	6,391.29		
6.	Service Tax	As Applicable	12,782.00	76,692.00

III. Skilled/Clerical/Driver manpower		(Amount in Rs.)	30 Worker Per Month (Rs.)	30 Workers for Six Months (Rs.)
1.	Rate for one skilled worker per month @Rs.235/- X 26 days	6,110.00		
2.	EPF@ 13.36% (Employer's share) on Rs.6,110/-	816.29		
4.	Accidental insurance @ Rs.25/-	25.00		
5.	Total	6,951.29		
6.	Service Tax	As Applicable	2,08,530.00	12,51,180.00

IV. Highly Skilled Manpower		(Amount in Rs.)	5 Worker Per Month (Rs.)	5 Workers for Six Months (Rs.)
1.	Rate for one Highly Skilled worker per month @Rs.256/- X 26 days	6,656.00		
2.	EPF@13.36% (Employer's share) on Rs.6,656/-	889.24		
4.	Accidental insurance @ Rs.25/-	25.00		
5.	Total	7,570.24		
6.	Service Tax	As Applicable	37,850.00	2,27,100.00

(To be filled by the Tenderer)

Service Charge / Contractor's Profit in percentage of minimum wages as mentioned above at Sr. Nos. 1 for both categories.	(% in figure)	(% in words)

- * Note: 1. Number of workers can vary.
2. The Tenderers must thoroughly go through the terms and conditions of the tender document in so far as the payment of minimum wages, as notified by the Govt. of India whichever is higher ; plus all statutory dues like ESI, EPF, Bonus and Service Tax etc. plus the supervisor to be deployed by the contractor at his own cost to supervise the work of the contractor is concerned, If the contractor fails to supervise the work either himself or through his authorized representative he shall be liable to pay an amount of Rs.5,000.00 (Rupees five thousand only) deductible from his monthly bills.

Signature of Tenderer

Details of Work/Divisions where manpower are to be deployed:

Sr. No.	Name of Division	Un-Skilled	Semi-Skilled	Skilled	Highly Skilled	Total
1.	Biotechnology	20	0	1	0	21
2.	NPC & PD	8	0	0	0	8
3.	Food and Nutraceuticals	7	0	4	0	11
4.	Agro technology	0	0	1	0	1
5.	High Altitude Biology	0	0	2	0	2
6.	PPME	1	0	2	0	3
7.	Instrumentation	0	0	2	0	2
8.	Administration	1	0	1	2	4
9.	Directorate	0	0	1	0	1
10.	Finance	0	1	2	2	5
11.	Store and Purchase	0	0	5	1	6
7.	Guest House	0	0	4	0	4
8.	Canteen	0	0	2	0	2
14	Transport: Drivers/Helper	0	1	2 (Driver)	0	3
16	Library	0	0	1	0	1
	Total	37	2	30	5	74

AGREEMENT

This AGREEMENT made and entered into on this**Day of...., Two Thousand Sixteen** between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act and having its registered office at "Anusandhan Bhawan," 2, Rafi Marg, New Delhi (hereinafter referred to as CSIR) of the ONE PART.

AND

..... trading in the name and style of Providing of Miscellaneous Manpowers and having its registered office at (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the CSIR is desirous of giving a job contract for **Providing of Miscellaneous Manpowers at** (CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY) which is a constituent unit of CSIR and whereas the Contractor has offered to provide miscellaneous man powers on the terms and conditions hereinafter stated.

WHEREAS THE CONTRACTOR has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and has further represented that he is eligible to get this contract and 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 -IHBT. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR has agreed to award contract of Providing of skilled/unskilled Manpower at CSIR-IHBT, Palampur hereinafter mentioned as work assigned details of which are given at **Annexure –B**.

AND WHEREAS the Contractor has agreed to furnish to CSIR-IHBT an amount of Rs..... (Rupees only) as Security Money.

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

A. General Conditions :

5. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, a relationship of employer and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.
6. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director of CSIR-IHBT or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Director of CSIR-IHBT or the officer designated by the Director in this respect time to time.
7. That the Director of CSIR-IHBT 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.
8. That in case any of the persons so deployed by the Contractor does not come upto 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-IHBT in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of CSIR-IHBT in case of any of the aforesaid acts on the part of the said person.
5. The contract shall be for **Six months** period from the date of award unless it is curtailed or terminated by CSIR-IHBT owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the work requirement etc.
6. The contract shall automatically expire at the end of Six months period, unless extended further by the mutual consent of contracting agency and CSIR-IHBT.
7. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a maximum period of Two Years which may be mutually agreed upon by the successful service providing company/firm/agency and CSIR-IHBT.
8. The contracting company/firm/agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of CSIR-IHBT.
9. The tenderer will be bound by the details furnished by him/her to CSIR-IHBT, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of contract making him/her liable for legal action besides termination of contract.

10. CSIR-IHBT reserves right to terminate the contract during initial period also after giving a month's notice to the contracting agency.
11. The person deployed shall be required to report for work at 9.00 hrs. and would leave at 17.30 hrs. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one day wage shall be deducted.
12. CSIR-IHBT operates on five days (i.e. Monday to Friday) in a week from 900 hrs to 1730 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs. Besides this, CSIR-IHBT also observes the Gazetted holidays notified by the Government of India from time to time. The personnel deployed, however, may be required to attend the office in exigencies of work for which he/she will be paid as per Government of India rates.
13. The agency shall depute a co-ordinator who would be responsible for immediate interaction with CSIR-IHBT so that optimal services of the persons deployed by the agency could be availed without any disruption.
14. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damages @ Rs.100 per day on the service providing agency.

B. CONTRACTOR'S OBLIGATIONS:

15. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at **Annexure-A** in consultation with the CSIR-IHBT.
16. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
17. That the Contractor shall submit details, such as names, parentage, residential address, age with attested copy of date of birth proof, character certificate from a gazette officer and verification of antecedents from local police authority etc. of the persons deployed by him in the premises of CSIR-IHBT. 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.
18. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
19. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-IHBT 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.
20. That the contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR-IHBT indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, Rules/Regulations and /or any bye-laws or rules framed under or any of these, the CSIR-IHBT shall be entitled to recover any of the such losses or expenses, which it may have to

suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payments.

21. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officers of CSIR-IHBT.
22. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR-IHBT and shall on demand furnish copies of wage register/muster roll, etc. to the CSIR-IHBT 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-IHBT 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 deduction from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
23. That the Contractor shall submit the proof of having deposited the amount of ESI & EPF contribution towards the persons deployed at CSIR-IHBT in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so the amount towards ESI & EPF contribution will be withheld till submission of required documents.
24. 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-IHBT.
25. That the contractor shall deploy his persons in such a way that the persons get weekly rest. The working hours / leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970, as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director of CSIR-IHBT.
26. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the CSIR-IHBT and ensure that no such person shall create any disruption/hindrance/problem of any nature in CSIR-IHBT either explicitly or implicitly. They shall not be entitled to and will have no claim for any absorption in CSIR-IHBT.
27. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and /or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
14. The security will be refunded to the contractor within one month of the expiry of the contract only on satisfactory performance of the contract.
15. The contractor shall keep the CSIR-IHBT indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever it will be the primary responsibility of the Contractor to contest the same. In case CSIR-IHBT is made party and is supposed to contest the case, the CSIR-IHBT will be reimbursed for the actual expenses incurred towards

counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR-IHBT in this respect of any nature whatsoever and shall keep CSIR-IHBT indemnified in this respect.

16. The contractor shall further keep the CSIR-IHBT indemnified against any loss to the CSIR-IHBT property and assets. The CSIR-IHBT shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
17. The contractor shall make payment to the workers engaged by him for execution of the work and submits the bills for reimbursement.

C. CSIR OBLIGATIONS:

6. That in consideration of the works executed / services rendered by the Contractor shall be paid on month basis for the monthly executed quantities of Job/services provided by the contractor in accordance with the rates quoted by him.
7. That the payment to the contractor as become payable, shall be made on production of the bill for the executed quantities of work /services provided after duly certified by the concerned HOD where the manpower is deployed or the job work executed.
8. That payment on account of enhancement/escalation charges on account of revision in wages by the Govt. of India from time to time shall be payable by the CSIR-IHBT to the Contractor.
9. That the CSIR-IHBT shall reimburse the amount of service tax, if any, paid by the Contractor to the authorities on account of the services rendered by him. The reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.
10. The Director, CSIR-IHBT shall have further right to adjust and / or deduct any of the amounts as aforesaid from the payments made to the contractor under the contract.

E. PENALTIES/ LIABILITIES :

3. 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.
4. That the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director of CSIR-IHBT in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

E. COMMENCEMENT AND TERMINATION :

3. The duration of the contract will be for a period of **Six Months**. This agreement may be extended on such terms and conditions as are mutually agreed upon.
4. That this contract may be terminated on any of the following contingencies:-
 - c) On the expiry of the contract period as stated above;
 - d) By giving one month's notice by CSIR-IHBT on account of:

- iii) committing breach by the Contractor of any of the terms and conditions of this agreement.
 - iv) assigning the contract or any part thereof to any sub Contractor by the Contractor without written permission of the CSIR-IHBT.
- c) By giving three months notice by either party.
 - d) On Contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

F. ARBITRATION:

- 5. In the event of any question, dispute / difference arising under the agreement or in connection therewith (except as to matters the decision of which is specifically provided under the terms and conditions) the same shall be referred to the Sole Arbitration to DG, CSIR or his nominee.
- 6. The award of the arbitrator shall be final and binding on the parties. In the event, the Arbitrator to whom the matter is originally referred to, is being transferred or has vacated his office or resigned or refused to work or neglect the work or being unable to act for any reason whatsoever, the Director General, CSIR shall appoint another person to act as an Arbitrator in place of the out-going Arbitrator in accordance with the terms and conditions of the agreement and the person, so appointed, shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 7. The Arbitrator may give interim award(s) and / or directions, as may be required.
- 8. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from the time being in force shall be deemed to apply to the arbitration proceedings under this Clause.

IN WITNESS WHEREOF the parties hereto have signed these present on the date, month and year first above written.

(.....)
 For and on behalf of Contractor

(Alok Sharma)
 For and on behalf of
 Council of Scientific & Industrial Research
 Anusandhan Bhawan, Rafi Marg, New Delhi

WITNESS:

1. _____

2. _____

Counter Signature _____

List of documents to be attached, Mandatorily

- (1) Proof of Registration under the The Contract Labour (Regulation and Abolition) Act, 1970
- (2) Proof of Registration under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952
- (3) Copy of the PAN Card and last year Income Tax return filed by the Agency/Contractor.
- (4) Copy of Service Tax Registration
- (5) Satisfactorily completion certificate of appropriate value of work and
- (6) Experience Certificate.