

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

Name of the Contract: Providing of Miscellaneous manpower (Un-skilled/Semi-Skilled/Skilled/Highly Skilled/ Cleaning Workers) at CSIR-IHBT, Palampur (HP).

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Received Rs. **1000.00 (Rupees One Thousand only)** in Digital cash vide Digital Cash Receipt No. _____ dated _____
or DD/BC 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./Banker's Cheque 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 manpower (Un-skilled/Semi-Skilled/Skilled/Highly Skilled/ Cleaning Workers) at CSIR-IHBT, Palampur (HP)	1,68,09,973.00	One Year	1000.00	3,36,199.00

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.). The same can also be downloaded from the web site www.ihbt.res.in. as well as www.etenders.gov.in .

Date of Sale of Tender Document:- 15.12.2017 to 03.01.2018 (10:00 A.M. to 4:00 PM)

Last date and time of submission of tenders:- 04.01.2018 Up to 12:30 PM

Date and time of opening tenders:- 04.01.2018 at 3:30 PM

Tender document can be obtained in person or through authorized person on payment of Rs.1000.00 (non-refundable) as tender fee through digital mode i.e. Card swiping machines available in the Office of the Administrative Officer. The same can only be obtained on production of mandatory documents like (1) Proof of Registration under the Contract Labour, EPF and Goods and Services Tax (2) Copy of the last year Income Tax return filed by the Agency/Contractor and (3) Experience Certificates i.e. satisfactorily completion certificate of appropriate value of work issued by the organizations mentioned above.

Tender document can also be downloaded from the web site www.ihbt.res.in. as well as www.etenders.gov.in. In this case, tender fee may be deposited in the form of a Demand Draft/Banker's Cheque drawn from any Nationalized Bank for **Rs.1000.00 (non-refundable)**, made in favour of The Director, CSIR- I.H.B.T. All the mandatory documents as stated above will have to be attached before submitting the sealed tender document.

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



सी.एस.आई.आर.-हिमालय जैवसंपदा प्रौद्योगिकी संस्थान
पोस्ट बॉक्स न. 6, पालमपुर-176061 (हि.प्र.)

निविदा आमंत्रण सूचना

सी.पी.डब्ल्यू.डी., पी.डब्ल्यू.डी., रेलवे, एम.ई.एस., सरकारी/अर्धसरकारी संस्थानों, सार्वजनिक क्षेत्रों के उद्यमों में पंजीकृत ठेकेदारों, जो कंट्रैक्ट लेबर (विनियम एवं उन्मुलन) अधिनियम 1970 के अधीन पंजीकृत हैं और साथ ही ई.पी.एफ. अधिनियम, 1952 के अन्तर्गत भी पंजीकृत हो से कार्य अनुबंध आधार पर निम्नलिखित कार्य को सम्पादित करने के लिए मोहरबंद निविदा आमंत्रित की जाती है।

सं.	कार्य का नाम	अनुमानित लागत (रू.)	कार्य अवधि	निविदा प्रपत्र का मूल्य (रू.)	धरोहर राशि (रू.)
1	हिमालय जैवसंपदा प्रौद्योगिकी संस्थान, पालमपुर में विविध मानव शक्ति (अकुशल/ अर्धकुशल / कुशल /अति कुशल/ सफाई कर्मचारी) प्रदान करने हेतु	1,68,09,973.00	12 महीने	1000.00	3,36,199.00

निविदा दस्तावेज, जिसमें विस्तृत कार्य विवरण, नियमों और शर्तों का सविस्तार विवरण है, प्रशासनिक अधिकारी, सी.एस.आई.आर.-हिमालय जैवसंपदा प्रौद्योगिकी संस्थान, पालमपुर-176061 (हि.प्र.) के कार्यालय से सभी कार्य दिवसों को प्राप्त किया जा सकता है। निविदा प्रपत्र www.ihbt.res.in तथा www.etenders.gov.in के वेबसाइट से भी डाउनलोड किया जा सकता है।

निविदा दस्तावेज के विक्रय की तिथि व समय: दिनांक 15.12.2017 से 03.01.2018 (10:00 पूर्वाह्न से 4:00 अपराह्न)

निविदा दस्तावेज के जमा करने की तिथि व समय: दिनांक 04.01.2018 (12:30 अपराह्न तक)

निविदा खोलने की तिथि व समय: दिनांक 04.01.2018 (3:30 अपराह्न तक)

व्यक्तिगत रूप से अथवा अधिकृत व्यक्ति के माध्यम से रूपये 1000.00 (अप्रतिदेय) डिजिटल भुगतान (प्रशासनिक अधिकारी के कार्यालय में सुविधा उपलब्ध है) अथवा डिमांड ड्राफ्ट / बैंकर्स चैक, जो निदेशक, सी.एस.आई.आर.-आई.एच.बी.टी., पालमपुर के पक्ष में बना हो, के जमा करने पर प्राप्त किया जा सकता है। इस हेतु अनिवार्य कागजात जैसे कि (1) कंट्रैक्ट लेबर, ई.पी.एफ. एवं सेवा एवं वस्तु कर पंजीयन प्रमाणपत्र, (2) पिछले वर्ष की ठेकेदार/एजेंसी द्वारा फाईल की गई आयकर रिटर्न की प्रतिलिपि और (3) उक्त संस्थानों द्वारा निर्गत अनुभव प्रमाणपत्र / संतोषजनक कार्य निष्पादन प्रमाण पत्र जमा करना आवश्यक है।

निविदा प्रपत्र www.ihbt.res.in तथा www.etenders.gov.in के वेबसाइट से भी डाउनलोड किया जा सकता है। इस संबंध में मोहरबंद निविदा जमा करने से पूर्व उक्त डिमांड ड्राफ्ट / बैंकर्स चैक के साथ सभी अनिवार्य कागजात संलग्न करना आवश्यक है।

निदेशक, सी.एस.आई.आर.-आई.एच.बी.टी., पालमपुर को किसी भी निविदा को अंशतः अथवा पूर्णतः स्वीकार करने किसी या सभी निविदाओं को बिना कोई कारण बताए रद्द करने का अधिकार सुरक्षित है।

प्रशासनिक अधिकारी

**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 Miscellaneous manpower (Unskilled/Semi-Skilled/Skilled/Highly Skilled/ Cleaning Workers) 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 three years Income Tax return filed by the Agency/Contractor.
 - (iii) Valid Licence under Contract Labour (Regulation & Abolition) Act, 1970.
 - (iv) EPF Registration under the EPF Act, 1952.
 - (v) Registration Certificate under GST
 - (vi) Earnest Money of **Rs. 3,36,199.00 (Rupees Three Lakhs Thirty Six Thousand One Hundred and Ninty Nine only)** in the form of Demand Draft/ Banker's Cheque only 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 three months from the date of opening of tenders for the purpose of acceptance and award of work. Validity beyond three months 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 as 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. 100.00** within ten 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 shall furnish to this office a Security Deposit equal to one months's wages i.e. Rs. 14,00,000.00(Rupees Fourteen Lakhs) only in the form of Bank Guarantee/FDR/TDR. In case of major revision of minimum wages on higher side this office holds the right to claim additional amount of security deposit. Work order will be placed after receipt of Security Deposit and signing of prescribed Agreement as per**

Annexure D before commencement of services. The Security Deposit shall be refunded to the contractor after satisfactory completion of work/services i.e. the completion of contract period. Earnest Money shall be refunded on receipt of Security deposit. 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 on stipulated date by all means failing which the Security Deposit 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.
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 if 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. It is construed that, the tenderer while submitting the 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 addition/deletion of the terms and conditions of 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 Deposit 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. Contractor is liable to pay minimum wages (As notified time to time by Ministry of Labour and Employment, Government of India applicable for Agriculture/Cleaning workers), as mentioned in the Tender document, plus the statutory due like EPF, Bonus and GST etc.**

Please note that the contractor will not be allowed to deduct any amount on account of file maintenance charge/ Miscellaneous Charges/Administrative Charges etc. from the statutory remuneration of their workers.

Therefore, Contractor should quote the service charges while considering all the aspects as mentioned above or otherwise. The bid should be quoted in such a way that the tender should be workable smoothly.

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 **one year** 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 one more

year provided the requirement of the workers for our Institute persists at that time. The contract may be curtailed/terminated before the period of one year 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/ Work Contract:

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 the 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 one year** from the date of award unless it is curtailed or terminated by the Director, 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 **one year**, unless extended further by the mutual consent of contracting agency and the Director, 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 the Director, 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 the Director, CSIR-IHBT.
9. The tenderer will be bound by the details furnished by him/her to the Director, 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 the contract.
10. The Director, 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 A.M. and would leave at 5:30 P.M. However, the reporting time for cleaning workers shall be from 7:30 A.M. to 3:00 P.M. 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 9:00 hrs to 17:30 hrs. with a lunch break of ½ hour from 13:00 hrs. to 13:30 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 emergencies for which he/she will be paid as per Government of India rates.
13. **The successful bidder would deploy a Supervisor/Co-ordinator at their own cost** who shall be responsible for immediate interaction with the Director, CSIR-IHBT or his nominee so that optimal services of the persons deployed by the agency could be availed without any disruption. He/She shall also be responsible to settle the grievances of their workers promptly to avoid any disruption in the activities of this institute, if any.
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, B and C`** 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) Act, 1970, Employees state Insurance Act, Workman’s compensation Act, 1923,

Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and /or any other Rules/Regulations and /or statutes that may be applicable to them.

6. That the contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR-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.
7. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officers of the Director of CSIR-IHBT.
8. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR-IHBT or through e-payment mode, if so, the bank transaction statement should be got verified by the authorized officers of the Director of CSIR-IHBT for having paid all the dues to the persons deployed by him for the work under the Agreement. These documents will be appended with the monthly bill. 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.
9. That the Contractor shall submit the proof of having deposited the amount of ESI/other medical Group Insurance & 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.
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-IHBT.
11. 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.

12. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the CSIR-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.
13. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and /or loss/ damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
14. The security will be refunded to the contractor within one month of the expiry of the contract only on 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 thereof.

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 Government of India from time to time shall be payable by the CSIR-IHBT to the Contractor.
4. That the CSIR-IHBT shall reimburse the amount of GST, if any, paid by the Contractor to the authorities on account of the services rendered by him subject to production of proof of deposition 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 i.e. in case of failure to produce the documentary proof, from the bills claimed by 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 one year**. 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 The Director, 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 Director, CSIR-IHBT.
 - c) By giving three months notice by either party.
 - d) On Contractor being declared insolvent by the 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) GST 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 Miscellaneous manpower (Un-skilled/Semi-Skilled/Skilled/Highly Skilled/Cleaning Workers) at CSIR-IHBT, Palampur (HP)	The contractor shall engage 106 [38 Unskilled+ 19 Semiskilled + 23 Skilled + 8 Highly Skilled+ 18 Cleaning Workers] workers per day (Skilled with working knowledge of computer both Hindi & English type writing and for Driver- with valid driving license of LMV/HMV)

A	Unskilled	
1	Rate for one unskilled worker per month @Rs.308/- X 26 days	8,008
2	Add EPF @ 13.36% (Employer's share) on Rs.8,008/-	1,070
3	Monthly Bonus @ Rs. 584/- per worker	584
5	Contribution of Accidental insurance @ Rs.25/- per month	25
6	Total (1 to 5)	9,687
7	GST @ 18% on Rs.10488.00	1,744
8	Total amount for one unskilled worker per month	11,431
9	Amount for 38 Unskilled workers per month	4,34,359
10	Total amount required for 38 Unskilled workers for a period of 12 months	52,12,310

B	Semi skilled	
1	Rate for one Semi skilled worker per month @Rs.315/- X 26 days	8,190
2	Add EPF @ 13.36% (Employer's share) on Rs.8190/-	1,094
3	Monthly Bonus @ Rs. 584/- per worker	584
5	Contribution of Accidental insurance @ Rs.25/- per month	25
6	Total (1 to 5)	9,893
7	GST @ 18% on Rs.10,712/-	1,781
8	Total amount for one Semi skilled worker per month	11,674
9	Amount for 19 Semi skilled workers per month	2,21,805
10	Total amount required for 19 Semi skilled workers for a period of 12 months	26,61,662

C	skilled	
1	Rate for one skilled worker per month @Rs.342/- X 26 days	8,892
2	Add EPF @ 13.36% (Employer's share) on Rs.8892/-	1,188
3	Monthly Bonus @ Rs. 584/- per worker	584
5	Contribution of Accidental insurance @ Rs.25/- per month	25
6	Total (1 to 5)	10,689
7	GST @ 18% on Rs.11,578/-	1,924
8	Total amount for one skilled worker per month	12,613
9	Amount for 23 skilled workers per month	2,90,099
10	Total amount required for 23 skilled workers for a period of 12 months	34,81,184

D	Highly skilled	
1	Rate for one Highly skilled worker per month @Rs.373/- X 26 days	9,698
2	Add EPF @ 13.36% (Employer's share) on Rs.9698/-	1,296
3	Monthly Bonus @ Rs. 584/- per worker	584
5	Contribution of Accidental insurance @ Rs.25/- per month	25
6	Total (1 to 5)	11,603
7	GST @ 18% on Rs.12,572/-	2,088
8	Total amount for one Highly skilled worker per month	13,691
9	Amount for 8 Highly skilled workers per month	1,09,529
10	Total amount required for 8 Highly skilled workers for a period of 12 months	13,14,349

E	Cleaning Workers	
1	Rate for one Cleaning worker per month @Rs.359/- X 26 days	9,334
2	Add EPF @ 13.36% (Employer's share) on Rs.9334/-	1,247
3	Monthly Bonus @ Rs. 584/- per worker	584
5	Contribution of Accidental insurance @ Rs.25/- per month	25
6	Total (1 to 5)	11,190
7	GST @ 18% on Rs.12,123/-	2,014
8	Total amount for one Cleaning worker per month	13,204
9	Amount for 18 Cleaning workers per month	2,37,676
10	Total amount required for 18 Cleaning workers for a period of 12 months	28,52,113

(To be filled by the Tenderer)

Service Charge / Contractor's Profit in percentage of minimum wages as mentioned above at Sr. No. 1 for all the five 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 GST etc. plus the **supervisor to be deployed by the contractor at his own cost to supervise the work of the contractor**, 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 of This Institute	Un-Skilled	Semi-Skilled	Skilled	Highly Skilled	Total Requirement
1.	Biotechnology	10	4	0	0	14
2.	NPC & PD	8	0	0	0	8
3.	Food and Nutraceuticals	2	5	1	0	8
4.	AMACIP	2	1	3	0	6
5.	High Altitude Biology	0	0	3	0	3
6.	PPME	0	1	0	1	2
7.	Instrumentation	0	1	0	1	2
8.	Administration	1	0	0	2	3
9.	Finance and Accounts	1	0	1	1	3
10.	Store and Purchase	0	0	4	1	5
11.	Guest House	0	4	0	0	4
12.	Transport:	0	1	0	1	2
13.	Canteen	0	0	2	0	2
14.	ESU(Electrical)	0	1	6	0	7
15.	ESU(Civil)	14	1	3	1	19
15.	Cleaning Work	18	0	0	0	18
	Total	56	19	23	8	106

SCOPE OF WORK FOR CLEANING WORKERS:

[Cleaning, Sweeping, Mopping of Lab Floor, Roads, Drains, Toilets, Cobweb/ Garbage Removal at CSIR-IHBT, Palampur (HP)]

- Maintenance of highest discipline, decency, punctuality and dedication to the assigned work by all the deployed workers will be of utmost importance.
- The house keepers will be present in the premises and carry out duty for entire duty hours assigned by competent authority
- Sweeping/cleaning/mopping/scrubbing inside the Lab/offices/ canteen/ guest house/ hostel rooms & area of the buildings on daily basis and shifting of accumulated/ collected garbage to the designated bin/ places outside lab & offices and thereafter transporting the same to specified place within 1.0 K.M. by tractor trolley. Sweeping of Institute floors will be continuous process/as and when through - out the day as per the direction of Officer/ In-charge.
- Duty time of male and female workers from 7.30 A.M to 12.30 Noon and 1.00 P.M. to 3.30 P.M. Tea timings shall be from 10.30 A.M. to 11.00 A.M and lunch timing will be from 12.30 Noon to 1.00 P.M. positively
- Female cleaners should be deployed for taking care of cleaning works of lady's toilet and ladies rooms in Institute and student hostel and only male cleaners should be deployed to clean the Gents toilet and premises. The toilets in Guest house, Student hostel and Institute should be cleaned every day with utmost care. Remaining other works have to be carried out by male and female workers without gender difference.
- The initial sweeping and mopping of all areas should be completed by 8.45 A.M. subsequently by 1.45 P.M. positively
- Sweeping/cleaning of all approach roads to the Lab/offices/ guest house/canteen/hostel area including all drains/nalas and plinth protection around the buildings & removal of garbage/soil on day to day basis and disposing as per the direction of In charge.
- Opening and Cleaning of drains in Lab /Guest house Hostel and Quarters outside and around the Institute & removal of garbage on daily basis and disposing as per the direction of In-charge.
- Cleaning of water bins wherever available in the Institute on daily basis and disposing as per the direction of In-charge.
- Cleaning of drains inside the Institute on monthly basis or as when required as per the satisfaction of workers of that area.
- Scrubbing of floors of corridors by scrubbing machine if available or manually and staircases manually using brushes with detergent of good quality/liquid soaps, switch boards etc.
- Cleaning and dusting of glasses of doors, windows and ventilators in the areas specified above by liquid soap/chemical/detergent including handles, knobs, switch boards etc. including removal of cobwebs from Lab/offices/ guest house/canteen area. For approachable working at heights with extension of sticks.

- Man powers may be engaged for any other labour work viz. Cleaning of vegetation on road, drains and parapet of retaining wall, loading/unload and shifting of material/furniture's and placement etc. if any as per the direction of In-charge.
- Stocking of empty cartons, wooden packing materials, hardware's at requisite places as per the direction of in-charge. Negligence in this work shall be treated as wastage of Institute money and shall be fined heavily assigned by as per the Institute competent authority.
- Cleaning of Windows/doors/ traces/ balconies/roof/Scatting once in a week or as and when required.
- The workers have to receive work satisfactory certificate from the staff/workers/student of that area and get it verified by the contractor supervisor and counter signed by the in charge nominated by the Institute on daily basis.

❖ The cleaning material, machine and accessories shall be provided by the Institute

DRAFT AGREEMENT

AGREEMENT

This AGREEMENT made and entered into on this _____ **Day of**, **Two Thousand Eighteen** 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 skilled / un-skilled Manpower and having its registered office at Middle Market, Sector-II, New Shimla-9 (HP) (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the CSIR is desirous of giving a job contract for Providing of Miscellaneous manpower (Un-skilled/Semi-Skilled/Skilled/Highly Skilled/ Cleaning Workers at **CSIR- INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY, Palampur (HP)** which is a constituent unit of CSIR and whereas the Contractor has offered to provide Miscellaneous manpower (Un-skilled/Semi-Skilled/Skilled/Highly Skilled/ Cleaning Workers 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.

Contd....2

WHEREAS CSIR has agreed to award contract Providing of Miscellaneous manpower (Un-skilled/Semi-Skilled/Skilled/Highly Skilled/ Cleaning Workers) at CSIR-IHBT, Palampur (HP) hereinafter mentioned as work assigned details of which are given at **Annexure –A, B, and C**.

AND WHEREAS the Contractor has agreed to furnish to CSIR-IHBT an amount of Rs. 14,00,000.00 (Rupees Fourteen Lakhs) 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 :

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 the 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 one year** from the date of award unless it is curtailed or terminated by the Director, 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 **one year**, unless extended further by the mutual consent of contracting agency and the Director, 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 the Director, 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 the Director, CSIR-IHBT.

9. The tenderer will be bound by the details furnished by him/her to the Director, 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 the contract.
10. The Director, 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 A.M. and would leave at 5:30 P.M. However, the reporting time for cleaning workers shall be from 7:30 A.M. to 3:00 P.M. 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 9:00 hrs to 17:30 hrs. with a lunch break of ½ hour from 13:00 hrs. to 13:30 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 emergencies for which he/she will be paid as per Government of India rates.
13. **The successful bidder would deploy a Supervisor/Co-ordinator at their own cost** who shall be responsible for immediate interaction with the Director, CSIR-IHBT or his nominee so that optimal services of the persons deployed by the agency could be availed without any disruption. He/She shall also be responsible to settle the grievances of their workers promptly to avoid any disruption in the activities of this institute, if any.
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, B and C`** 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) Act, 1970, Employees state Insurance Act, Workman's compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and /or any other Rules/Regulations and /or statutes that may be applicable to them.
6. That the contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR-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.
7. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officers of the Director of CSIR-IHBT.
8. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR-IHBT or through e-payment mode, if so, the bank transaction statement should be got verified by the authorized officers of the Director of CSIR-IHBT for having paid all the dues to the persons deployed by him for the work under the Agreement. These documents will be appended with the monthly bill. 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.
9. That the Contractor shall submit the proof of having deposited the amount of ESI/other medical Group Insurance & 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.

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-IHBT.
11. 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.
12. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the CSIR-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.
13. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and /or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
14. The security will be refunded to the contractor within one month of the expiry of the contract only on 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 thereof.

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 Government of India from time to time shall be payable by the CSIR-IHBT to the Contractor.
4. That the CSIR-IHBT shall reimburse the amount of GST, if any, paid by the Contractor to the authorities on account of the services rendered by him subject to production of proof of deposition 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 i.e. in case of failure to produce the documentary proof, from the bills claimed by the contractor under the contract.

E. PENALTIES/ LIABILITIES :

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, 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 one year**. 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:-
 - c) On the expiry of the contract period as stated above;
 - d) By giving one month's notice by The Director, 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 Director, CSIR-IHBT.
 - c) By giving three months notice by either party.
 - d) On Contractor being declared insolvent by the 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.

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

(Administrative Officer)
 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 GST Registration
- (5) Experience Certificates i.e. satisfactorily completion certificate of appropriate value of work issued by the public organizations.

