

वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद- हिमालय जैवसंपदा प्रौद्योगिकी संस्थान  
पोस्ट बॉक्स सं-6, पालमपुर (हि.प्र.)-176061  
CSIR - INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY  
Post Box No.-6, Palampur (H.P.) –176 061



ई-टेंडर प्रपत्र  
e-Tender Document

टेंडर संदर्भ सं. 2-3(11)2019-सा.  
Tender Reference No. 2-3(11)2019-Gen

“हिमालय जैवसंपदा प्रौद्योगिकी संस्थान, पालमपुर, और इसके उच्च तुंगता जीवविज्ञान केंद्र, केलांग, लाहौल-स्पीति, (हि.प्र.) में विविध मानव शक्ति (अकुशल/ अर्धकुशल / कुशल /अति कुशल/ सफाई कर्मचारी) प्रदान करने हेतु”

**“Providing of Miscellaneous manpower (Un-skilled/Semi-Skilled/Skilled/Highly Skilled/ Cleaning Workers) at CSIR-IHBT, Palampur (HP) and its Centre for High Altitude Biology (CeHAB) at Keylong, Lahaul & Spiti, (H.P) ”**

**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) and its CeHAB Centre, Keylong (H.P.).

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**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:-

<b>Sl. No.</b>	<b>Name of work</b>	<b>Estimated Cost (Rs.)</b>	<b>Duration</b>	<b>Earnest Money (Rs.)</b>
1.	Providing of Miscellaneous manpower (Un-skilled/Semi-Skilled/Skilled/Highly Skilled/Cleaning Workers) at CSIR-IHBT, Palampur (HP), and its Centre for High Altitude Biology (CeHAB) at Keylong, Lahaul & Spiti, (H.P).	2,45,00,000.00 (Rupees Two Crore and Forty Five Lakhs Only)	Twelve Months	5,00,000.00 (Rupees Five Lakhs Only)

Tender document can be downloaded from the web site [www.ihbt.res.in](http://www.ihbt.res.in). as well as [www.etenders.gov.in](http://www.etenders.gov.in).

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	धरोहर राशि (रू.)
1	हिमालय जैवसंपदा प्रौद्योगिकी संस्थान, पालमपुर, और इसके उच्च तुंगता जीवविज्ञान केंद्र, केलांग, लाहौल-स्पीति, (हि.प्र.) में विविध मानव शक्ति (अकुशल/ अर्धकुशल / कुशल /अति कुशल/ सफाई कर्मचारी) प्रदान करने हेतु	2,45,00,000.00 (रुपये दो करोड़ पैंतालीस लाख मात्र )	12 महीने	5,00,000.00 (रुपये पाँच लाख मात्र)

निविदा प्रपत्र [www.ihbt.res.in](http://www.ihbt.res.in) तथा [www.etenders.gov.in](http://www.etenders.gov.in) के वेबसाइट से डाउनलोड किया जा सकता 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**

**सारणी-II/Table-II (महत्वपूर्ण तारीखें/Critical Date Sheet)**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
1.	ऑनलाइन टेंडर प्रपत्र जारी होने की तिथि Online Publication of Tender	<b>01.10.2019</b>	14:00 Hrs.
2.	टेंडर प्रपत्र डाउनलोड के आरंभ की तिथि <b>Tender Document Download Start Date</b>	<b>01.10.2019</b>	14:00 Hrs.
3.	ऑनलाइन बिड जमा करने के आरंभ की तिथि Online Bid Submission Start Date	<b>01.10.2019</b>	14:05 Hrs.
4.	ऑनलाइन बिड जमा करने की अंतिम की तिथि Online Bid Submission Last Date	<b>22.10.2019</b>	15:00 Hrs.
5.	तकनीकी बिड खोलने की तिथि Opening Date of Technical Bid	<b>23.10.2019</b>	15:05 Hrs.
6.	वित्तीय बिड खोलने की तिथि Opening Date of Financial Bid	<b>24.10.2019</b>	15:00 Hrs.

**CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY,  
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**TERMS AND CONDITIONS OF TENDER :**

**Eligibility Criteria:-**

Contractor with similar experience (Providing manpower of Un-skilled/Semi-Skilled/Skilled/Highly Skilled/ Cleaning Workers category for the work of plumbing/ carpentry/ office work on computer operations/ gardening/ office supporting services, etc) fulfilling the following requirements shall be eligible to submit their bids:

- 1) Three similar works, each of value not less than 40% of the estimated cost (or) Two similar works, each of value not less than 50% of the estimated cost (or) One similar works, each of value not less than 80% of the estimated cost put to tender, all amounts rounded off to a convenient full figure, in the last 3 years ending on the last day of the month previous to the one in which tender is invited.
- 2) Contractor should have a Valid License under Contract Labour (Regulation & Abolition) Act, 1970.
- 3) EPF Registration under the EPF Act, 1952.
- 4) ESIC Registration under the ESIC Act, 1948.
- 5) PAN Card and GST Registration Certificate.

**General Terms and Conditions of Tender:-**

1) **Earnest Money of Rs. 5,00,000.00 (Rupees Five Lakhs only)** are to be deposited through RTGS/ NEFT in favour of The Director, CSIR-IHBT, Palampur as per following details.

- (i) Name of Bank: State Bank of India
- (ii) Branch Name: H.P.A.U. Branch, Palampur(H.P.)
- (iii) Account No. 30268795419
- (iv) IFSC Code: SBIN0003632
- (v) MICR Code: 176002063

2) The units registered under Single Point Registration Scheme of NSIC are eligible to get the benefits of **exemption of Tender Fee and EMD**, under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012, subject to production of documentary evidence of UAM (Udyog Aadhar Memorandum)

3) **Technical Bid:** Tenderers must upload the attested copy of following documents in **the first cover of e-Tender**

- (i) Filled up Schedule for particulars of the Tenderer, attached as Annexure A
- (ii) Experience Certificates as mentioned above along with the filled up Proforma, attached as Annexure B.
- (iii) Valid License under Contract Labour (Regulation & Abolition) Act, 1970.
- (iv) EPF Registration under the EPF Act, 1952.
- (v) ESIC Registration under the ESIC Act, 1948.
- (vi) PAN Card and GST Registration Certificate.
- (vii) Documentary proof of deposition of EMD/ Appropriate Certificate (Udyog Aadhar Memorandum) if exemption is claimed, as stated above.
- (viii) Income Tax Return for last three financial year.
- (ix) Affidavit stating that the Agency has not been debarred/blacklisted by any appropriate authority during last two years.

**Note:** Scanned copies of all documents must be uploaded by agencies should be clearly visible. If any of the above documents is found missing/illegible the tender shall be rejected. No further clarification shall be sought from the tenderer. In this

regard, decision of the Director, CSIR-IHBT, Palampur shall be final. Financial bid of such agencies shall not be opened.

- 4) **Financial Bid:** Bidders are requested to submit their financial bids in the format provided (BoQ file) and no other format is acceptable. Bidders are required to download the BoQ file, open it, and complete the blue coloured cell (unprotected) with their respective profit quotes (in percentage only) and other details (such as name of the bidder). The profit should be quoted as the percentage of minimum wages, given in the BoQ file. No other cell should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) For evaluation of the bids for the Contracts providing Miscellaneous manpower (Un-skilled/Semi-Skilled/Skilled/Highly Skilled/ Cleaning Workers) at CSIR-IHBT, Palampur (HP) and its CeHAB Centre at Keylong, 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 by Ministry of Labour and Employment, Government of India applicable for Agricultural workers time to time), as mentioned in the Tender document, plus the statutory dues like EPF, ESIC, Bonus, GST, etc.

In case of equal rates quoted by two or more bidders L-1 will be decided on following criterias, to be applied one after another:

- 1) Having more experience of providing manpower for similar work by the Contractor.
- 2) Financial Capacity of the Agency as evident from submitted ITR.
- 3) Agency who has their registered office nearest to the CSIR-IHBT, Palampur.

In this regard, the Director, CSIR- I.H.B.T, Palampur reserves the right to decide L-1 without assigning any reason thereof.

**Note: The contractor will not be allowed to deduct any amount on account of file maintenance charge/ Miscellaneous Charges/ Administrative Charges or any other hidden charges from the statutory wages payable to their workers.**

- 6) The validity period of the tender shall be for a period of 90 days from the date of opening of tenders for the purpose of acceptance and award of work. Validity period beyond 90 days shall be extended with mutual consent of both the parties before the expiry of existing validity period.
- 7) Tenderer should inspect the site to acquaint himself fully about the accessibility of sites, nature of work, field condition, working conditions of site and locality before submitting their tender.
- 8) Successful tenderer shall execute an agreement on a non-judicial stamp paper worth **Rs.100.00** after issuance of letter of intent and all the terms and conditions of this tender document shall be part of the agreement.
- 9) Successful tenderer shall furnish a **Security Deposit of equal to amount of one month's wages i.e. Rs. 20,00,000.00 ( Rupees Twenty Lakhs only)** in the form of **Bank Guarantee/ FDR/ TDR to be** pledged in favour of the Director, IHBT Palampur. In case of major revision of minimum wages on higher side this office reserves 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-F**, 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.

- 10) The earnest money deposited by unsuccessful bidder shall be refunded after award and commencement of work by the selected bidder.
- 11) **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 letter of intent or fails to start the work within five days of stipulated date mentioned in the work award.**
- 12) Tenderer shall not impose any condition or make any changes, additions, alterations and modifications in the tender document except quoting the service charge at appropriate in Annexure 'C'.
- 13) The contract is initially for a period of **Twelve 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 normally upto twelve months with the mutual consent of both the parties. The contract may be curtailed/terminated before the period of Twelve Months due to deficiency in the services, substandard quality/misconduct of manpower deployed.
- 14) The requirement of manpower may increase or decrease during the contract period, in this event of increased requirement, manpower is to be supplied within a period of three days.
- 15) Tenderer should sign every page of the document himself and affix seal of the Agency.
- 16) Incomplete tender or the tenderer fails to fulfill any of the terms & conditions of the tender shall be liable to rejection.
- 17) Any action on the part of the tenderer to influence any Officer of CSIR-IHBT or canvassing in any form shall make the tenderer's tender liable to rejection.
- 18) In case the date of opening is declared a holiday, the date of opening shall be automatically extended to the next working day.
- 19) Incomplete tenders and/or conditional tenders will not be entertained.
- 20) **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.**



**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 twelve months** 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, normally upto twelve months, 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 4:00 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 not 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-`D and E'** 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 and its CeHAB Centre at Keylong. 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 7<sup>th</sup> 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 its CeHAB

Centre at Keylong 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 through **e-payment mode** and 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 and its CeHAB Centre at Keylong 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 and its CeHAB Centre at Keylong.
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 its CeHAB Centre at Keylong 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 deposit will be refunded to the contractor within one month of the expiry of the contract only on satisfactory performance of the contract in all respects.
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 monthly 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 only it is 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, normally upto twelve months or so, 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 Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.
2. The Arbitrator may give interim award(s) and / or directions, as may be required.
3. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 & the Arbitration & Conciliation (Amendment) Act 2015, as amended from time to time 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) ESIC No.	
	f) UAM No. (if applicable)	

**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) and its CeHAB Centre at Keylong	The contractor shall engage 137 [40 Unskilled+ 18 Semiskilled + 41 Skilled + 16 Highly Skilled + 22 Cleaning Workers] workers per day

	<b>Unskilled</b>	<b>(In Rs)</b>
1	Rate for one unskilled worker per month @Rs.336/- X 26 days	8,736
2	Add EPF @ 13% (Employer's share) on Rs.8,736/-	1,136
3	Monthly Bonus @ Rs. 583/- per worker	583
4	ESIC Contribution @ 3.25% of 8,346/-	284
5	Contractor's Profit @ 10% on Rs.8,736/-	874
6	Total (1 to 5)	11,612
7	GST @ 18% on Rs.10,902.00	2,090
8	Total amount for one unskilled worker per month	13,702
9	Amount for 40 Unskilled workers per month	5,48,096
10	Total amount required for 38 Unskilled workers for a period of 12 months	65,77,150

	<b>Semi skilled</b>	<b>(In Rs)</b>
1	Rate for one Semi skilled worker per month @Rs.343/- X 26 days	8,918
2	Add EPF @ 13% (Employer's share) on Rs.8918/-	1,159
3	Monthly Bonus @ Rs. 583/- per worker	583
4	ESIC Contribution @ 3.25% of 8,528/-	290
5	Contractor's Profit @ 10% on Rs.8,528/-	892
6	Total (1 to 5)	11,842
7	GST @ 18% on Rs.11,976/-	2,132
8	Total amount for one Semi skilled worker per month	13,974
9	Amount for 18 Semi skilled workers per month	2,51,524
10	Total amount required for 18 Semi skilled workers for a period of 12 months	30,18,283

	<b>skilled</b>	<b>(In Rs)</b>
1	Rate for one skilled worker per month @Rs.372/- X 26 days	9,672
2	Add EPF @ 13% (Employer's share) on Rs.9672/-	1,257
3	Monthly Bonus @ Rs. 583/- per worker	583
4	ESIC Contribution @ 3.25% of 9,672/-	314
5	Contractor's Profit @ 10% on Rs.9,672/-	967
6	Total (1 to 5)	12,794
7	GST @ 18% on Rs.12,939/-	2,303
8	Total amount for one skilled worker per month	15,097
9	Amount for 41 skilled workers per month	6,18,969
10	Total amount required for 23 skilled workers for a period of 12 months	74,27,627



<b>Highly skilled</b>		<b>(In Rs)</b>
1	Rate for one Highly skilled worker per month @Rs.407/- X 26 days	10,582
2	Add EPF @ 13% (Employer's share) on Rs.10582/-	1,376
3	Monthly Bonus @ Rs. 583/- per worker	584
4	ESIC Contribution @ 3.25% of 10,582/-	344
5	Contractor's Profit @ 10% on Rs.10582/-	1,058
6	Total (1 to 5)	13,944
7	GST @ 18% on Rs.14,103/-	2,510
8	Total amount for one Highly skilled worker per month	16,454
9	Amount for 16 Highly skilled workers per month	2,63,258
10	Total amount required for 8 Highly skilled workers for a period of 12 months	31,59,102
<b>Cleaning Workers</b>		<b>(In Rs)</b>
1	Rate for one Cleaning worker per month @Rs.390/- X 26 days	10,140
2	Add EPF @ 13% (Employer's share) on Rs.10140/-	1,318
3	Monthly Bonus @ Rs. 583/- per worker	583
4	ESIC Contribution @ 3.25% of 10,140/-	330
5	Contractor's Profit @ 10% on Rs.9698/-	1,014
6	Total (1 to 5)	13,385
7	GST @ 18% on Rs.13,537/-	2,409
8	Total amount for one Cleaning worker per month	15,794
9	Amount for 22 Cleaning workers per month	3,47,468
10	Total amount required for 22 Cleaning workers for a period of 12 months	41,69,617
<b>Total Estimated Cost</b>		<b>2,43,51,778</b>
<b>Say</b>		<b>2,45,000,00</b>

- \* **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 ESIC, 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**

**(ANNEXURE -D)**

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

S.No	Divisions	unskilled	semi skilled	skilled	highly skilled	Cleaning	Total
1	ESU (Instrumentations)	1	0	1	1	0	3
2	AMACIP	0	2	0	0	0	2
3	NPCPD	7	0	3	1	0	11
4	ESU (Civil)	7	0	4	1	0	12
5	Food and Nutraceuticals	6	3	2	0	0	11
6	Guest House	0	0	4	2	0	6
7	ESU (Electrical)	0	1	8	0	0	9
8	Biotechnology	8	4	7	1	0	20
9	Agrotechnology	1	0	2	0	0	3
10	Stores and Purchase	0	1	1	5	0	7
11	HAB (Biodiversity)	0	0	2	0	0	2
12	PPME	0	1	1	1	0	3
13	Finance and Accounts	0	1	1	2	0	4
14	Cleaning	0	0	0	0	22	22
15	Administration	1	0	0	1	0	2
16	BDMU	1	1	0	0	0	2
17	Hostel	0	1	0	0	0	1
18	Photography	0	0	1	0	0	1
19	Canteen	0	2	1	0	0	3
20	Landscapping	8	1	1	0	0	10
21	Training	0	0	0	1	0	1
22	Transport	0	0	2	0	0	2
	<b>TOTAL</b>	<b>40</b>	<b>18</b>	<b>41</b>	<b>16</b>	<b>22</b>	<b>137</b>

**SCOPE OF WORK FOR CLEANING WORKERS:**

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

- 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 be 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 4.00 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 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. and 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 Nineteen** 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..... for providing of Miscellaneous Manpower (highly-skilled/ skilled/ semi-skilled/ un-skilled/ cleaning workers) 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 manpower (Un-skilled/Semi-Skilled/Skilled/Highly Skilled/ Cleaning Workers) at **CSIR- INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY, Palampur (HP) AND ITS CENTRE FOR HIGH ALTITUDE BIOLOGY (CeHAB), KEYLONG, LAHAUL & SPITI (H.P.)** 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.

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) and its CeHAB Centre at Keyong 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. 20,00,000.00 (Rupees Twenty Lakhs Only) only as Security Deposit.

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, normally for a period of twelve months, 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 4:00 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 not 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 and its CeHAB Centre at Keylong. 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 7<sup>th</sup> 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 its CeHAB Centre at Keylong 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 through e-payment mode and 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 and its CeHAB Centre at Keylong 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 and its CeHAB Centre at Keylong.
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 its CeHAB Centre at Keylong 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 in all respects.
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 monthly 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 it is 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.
4. 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.
3. 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, normally upto twelve months or so, 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 Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.
2. The Arbitrator may give interim award(s) and / or directions, as may be required.
3. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 & the Arbitration & Conciliation (Amendment) Act 2015, as amended from time to time 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.
- (6) Copy of ESIC Certification
- (7) Udyog adhar memorandum (UAM) no., if applicable