



Government eProcurement System		Government eProcurement System																									
Tender Details		Tender Details																									
		Date : 19-Dec-2023 12:49 PM																									
 Print																											
Basic Details																											
<b>Organisation Chain</b>	Council of Scientific and Industrial Research  IHBT-Palampur - CSIR  ESD-IHBT - CSIR																										
<b>Tender Reference Number</b>	2-3(07)2023-GEN																										
<b>Tender ID</b>	2023_CSIR_178373_1	<b>Withdrawal Allowed</b>	Yes																								
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Supply																								
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2																								
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No																								
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No																								
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No																								
Payment Instruments		Cover Details, No. Of Covers - 2																									
Offline	<table border="1"> <thead> <tr> <th>S.No</th> <th>Instrument Type</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Demand Draft</td> </tr> </tbody> </table>	S.No	Instrument Type	1	Demand Draft	<table border="1"> <thead> <tr> <th>Cover No</th> <th>Cover</th> <th>Document Type</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Fee/PreQual/Technical</td> <td>.pdf</td> <td>Name and Address of the Company/Firm, Labour License, EPF, ESIC, PAN/TAN, GST</td> </tr> <tr> <td></td> <td></td> <td>.pdf</td> <td>Detail of similar work experience, Average Annual Turnover, Proof of Bid Security/EMD, MSME/Startup</td> </tr> <tr> <td></td> <td></td> <td>.pdf</td> <td>Signed copy of tender document</td> </tr> <tr> <td>2</td> <td>Finance</td> <td>.xls</td> <td>BoQ</td> </tr> </tbody> </table>	Cover No	Cover	Document Type	Description	1	Fee/PreQual/Technical	.pdf	Name and Address of the Company/Firm, Labour License, EPF, ESIC, PAN/TAN, GST			.pdf	Detail of similar work experience, Average Annual Turnover, Proof of Bid Security/EMD, MSME/Startup			.pdf	Signed copy of tender document	2	Finance	.xls	BoQ	
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Tender Fee Details, [Total Fee in ₹ * - 0.00]		EMD Fee Details																									
<b>Tender Fee in ₹</b>	0.00	<b>EMD Amount in ₹</b>	5,50,500																								
<b>Fee Payable To</b>	Nil	<b>EMD through BG/ST or EMD Exemption Allowed</b>	Yes																								
<b>Tender Fee Exemption Allowed</b>	No	<b>EMD Fee Type</b>	fixed																								
		<b>EMD Payable To</b>	Director, CSIR-IHBT																								
		<b>EMD Payable At</b>	Palampur																								
		<b>EMD Percentage</b>	NA																								
<a href="#">Click to view modification history</a>																											

Work /Item(s)					
<b>Title</b>	Farm Labour Supply				
<b>Work Description</b>	Supply of farm labour at CSIR-IHBT, Palampur				
<b>Pre Qualification Details</b>	Please refer Tender documents.				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Show Tender Value in Public Domain</b>	Yes				
<b>Tender Value in ₹</b>	2,75,25,000	<b>Product Category</b>	Manpower Supply	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	90	<b>Period Of Work(Days)</b>	7
<b>Location</b>	CSIR-IHBT PALAMPUR (H.P.)	<b>Pincode</b>	176061	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	PALAMPUR
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	19-Dec-2023 03:00 PM	<b>Bid Opening Date</b>	10-Jan-2024 03:00 PM
<b>Document Download / Sale Start Date</b>	19-Dec-2023 03:00 PM	<b>Document Download / Sale End Date</b>	09-Jan-2024 03:00 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	19-Dec-2023 03:00 PM	<b>Bid Submission End Date</b>	09-Jan-2024 03:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NIT	482.01

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	tenderdocument.pdf	Tender Document	1059.76
	2	BOQ	BOQ_195220.xls	BOQ	241.50

**Auto Extension Corrigendum Properties for Tender**

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	2	7

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	anilku.eproc@csir.res.in	Anil Kumar	ANIL KUMAR
2.	sood.eproc@csir.res.in	Rajeev Sood	RAJEEV SOOD
3.	ranjeet.singh.eproc@csir.res.in	RANJEET SINGH	RANJEET SINGH

**GeMARPTS Details**

<b>GeMARPTS ID</b>	FB8P63ZWXEU4
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<b>Description</b>	Farm Labour Supply
<b>Report Initiated On</b>	15-Dec-2023
<b>Valid Until</b>	14-Jan-2024

### **Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Show Bids Details</b>	No
BoQ Comparative Chart model	Normal	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

### **TIA Undertaking**

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	<a href="#">TIA UNDERTAKING GEM</a>	Agree	
2	<a href="#">PPP-MII Order 2017</a>	Agree	
3	<a href="#">MSEs Order 2012</a>	Agree	

### **Tender Inviting Authority**

<b>Name</b>	Director, CSIR-IHBT
<b>Address</b>	CSIR-IHBT, Palampur, Distt. Kangra (H.P.) 176061

### **Tender Creator Details**

<b>Created By</b>	Anil Kumar
<b>Designation</b>	Assistant Executive Engineer
<b>Created Date</b>	18-Dec-2023 05:13 PM

सी.एस.आई.आर.—हिमालय जैवसंपदा प्रौद्योगिकी संस्थान, पालमपुर (हि.प्र.)  
में फार्म लेबर की सप्लाई

**Farm Labour Supply at CSIR-Institute of Himalayan Bioresource  
Technology, Palampur (H.P.)**



**CSIR-Institute of Himalayan Bioresource Technology Palampur,  
Distt. Kangra (H.P.) -176061**

**Telephone : 01894-230428**

website address : [www.ihbt.res.in](http://www.ihbt.res.in)



सी.एस.आई.आर.–हिमालय जैवसंपदा प्रौद्योगिकी संस्थान  
पालमपुर–176061 (हिमाचल प्रदेश)  
CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY  
PALAMPUR -176061 (H.P.)



**निविदा आमंत्रण सूचना / Notice Inviting Tender**

सी.एस.आई.आर.–हिमालय जैवसंपदा प्रौद्योगिकी संस्थान, पालमपुर, भारत सरकार के विज्ञान एवं प्रौद्योगिकी मंत्रालय के DSIR के अंतर्गत वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद (CSIR), नई दिल्ली का एक अनुसंधान और विकास संस्थान है। Central Public Procurement Portal के माध्यम से सी.एस.आई.आर.–हिमालय जैवसंपदा प्रौद्योगिकी संस्थान, पालमपुर के अनुसंधान एवं विकास फार्मों में फार्म लेबर उपलब्ध कराने के लिए पात्र बिडर्स से एक वर्ष की प्रारंभिक अवधि दिनांक 01.03.2024 से 28.02.2025 तक के लिए निविदाएं आमंत्रित की जाती हैं, जिसे संतोषजनक सेवाओं के आधार पर आपसी सहमति से एक वर्ष की अवधि के लिए बढ़ाया जा सकता है। बोलीदाताओं को सलाह दी जाती है कि वे निविदा दस्तावेज़ को ध्यान से पढ़ें तथा बोली प्रक्रिया में भाग लेने से पहले अपनी पात्रता सुनिश्चित कर लें।

CSIR-IHBT, Palampur is a constituent R&D establishment of Council of Scientific & Industrial Research, New Delhi under DSIR, Ministry of Science and Technology, Govt. of India. Bids (through CPPP) are invited from eligible suppliers for providing of **Farm Labour** in research & development farms of CSIR-Institute of Himalayan Bioresource Technology, Palampur (H.P.) for an initial period of **one year w.e.f. 01.03.2024 to 28.02.2025 (tentative)** which may be further extended for another one year upon satisfactory services and mutual concurrence. Bidders are advised to read tender document carefully and ensure their eligibility before participating in the bidding process.

**टेंडर का विवरण / Tender Details :**

कार्य अनुबंध का नाम / Name of Work	अनुमानित लागत / Estimated Cost	अनुबंध की अवधि / Duration of the Contract	Earnest Money Deposit (EMD)
CSIR-IHBT, पालमपुर में फार्म लेबर की आपूर्ति / Supply of Farm Labour in CSIR-IHBT, Palampur	रु.2,75,25,000 (approx.)	w.e.f. <b>01.03.2024</b> to <b>28.02.2025</b>	रु.5,50,500 / –



सी.एस.आई.आर-हिमालय जैवसंपदा प्रौद्योगिकी संस्थान  
पालमपुर-176061 (हिमाचल प्रदेश)  
CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY  
PALAMPUR -176061 (H.P.)



## विषय सूची / Contents

1. दस्तावेज चेकलिस्ट / Document Checklist
2. कार्य की गुंजाइश / Scope of Work
3. बिडर्स के लिए सामान्य निर्देश / General Instructions to the Bidders
4. बिड्स के तकनीकी मूल्यांकन के लिए मानदंड / Criteria for technical evaluation of bids
5. सामान्य नियम एवं शर्तें / General Terms and Conditions
6. ठेकेदार की जिम्मेदारियां / Responsibilities of Contractor
7. सी.एस.आई.आर.-आई.एच.बी.टी. की जिम्मेदारियां / Responsibilities of CSIR-IHBT
8. दंड शुल्क / Penalty Charges
9. अप्रत्याशित घटना / Force Majure
10. औचक निरीक्षण / Surprise Check
11. मध्यस्थता / Arbitration
12. ड्राफ्ट एग्रीमेंट / Draft Agreement

## दस्तावेज चेकलिस्ट / Document Checklist

Sl. No.	Document
1.	Name and Address of the Company/Firm
2.	Labour license under the provision of Contract Labour (Regulation & Abolition) Act, 1970.
3.	Copy of EPF registration
4.	Copy of ESI registration
5.	Copy of PAN/ TAN
6.	Copy of GST registration
7.	Details of similar work experience in Central/State Govt./Public Sector Undertaking/Autonomous body/Reputed Private organizations etc. along with award of contract & work completion certificate.
8.	Average Annual Turnover (last three financial years i.e. 2020-21, 2021-22, 2022-23 <b><u>(Turnover certificate signed and sealed by Chartered Accountant is required)</u></b> ).
9.	Proof of Bid Security/EMD deposited.
10.	MSME/Startup registration, if applicable (attach copy as applicable)

Signature of Authorized Signatory

Name:

Designation :

Address:

Contact no.:

E-mail :

## कार्य की गुंजाइश / Scope of Work

Skill Category	Nature of Work	No. of Workers to be deployed
अकुशल / <b>Unskilled</b>	<ul style="list-style-type: none"> <li>➤ Bed preparation including layout, earthwork drainage, clod braking, levelling and fine dressing, application of FYM, sand, fertilizer.</li> <li>➤ Management of crops in field including weeding, hoeing, irrigation.</li> <li>➤ Harvesting of plant materials (flowers, seeds, leaves, whole plant, roots/rhizome/bulbs, daughter bulbs, corms).</li> <li>➤ Digging of pits for plantation crops including layout earthwork, drainage, levelling, application of FYM, sand, fertilizer.</li> <li>➤ Raising of planting material under polyhouse conditions including earth work in excavation of top soil/forest soil, preparation of potting media (mixing of FYM, sand, soil etc.), filling sleeves/pots of small/medium/large size, shifting as per direction, sowing seeds/planting of seedlings, nursery plant etc.</li> <li>➤ Management of non experimental are including eradication of wild bushes, uprooting them along with roots, lopping of trees, spray of herbicides, cheeling, use of brush cutter, digging drains as per direction.</li> </ul>	<b>131</b>
अर्धकुशल / <b>Semi-Skilled</b>	<ul style="list-style-type: none"> <li>➤ Soil treatment, temporary fencing, fixing of shade net (if required) and planting of crops and first irrigation as per the direction of In-charge.</li> <li>➤ Spray of agro-chemicals, fertilizer/manure application, skiffing /pruning /lopping, temporary fencing as per direction.</li> <li>➤ Planting material cleaning, washing, treating with chemicals, drying, grading, packaging, proper tagging and shifting to store.</li> <li>➤ Collection of shoots, making cuttings, budding and grafting with requisite treatments, and their irrigation in sleeves/pots.</li> <li>➤ Assistance in plant sampling with tagging, data recording of morphological characteristics.</li> </ul>	<b>7</b>
कुशल / <b>Skilled</b>	<ul style="list-style-type: none"> <li>➤ Management of crops in field including weeding, hoeing, cheeling, digging of drains, levelling of land, irrigation, spray of agro-chemicals, fertilizer/manure application, skiffing/pruning/lopping, temporary fencing as per direction interculture operations like pinching, disbudding and pruning.</li> <li>➤ Plucking tea leaf in experimental and non-experimental area.</li> <li>➤ Management of plants in sleeves/pots under polyhouse/ net house conditions including weeding, irrigation, spray of agro-chemicals, fertilizer/manure</li> </ul>	<b>13</b>



	<p>application as per direction.</p> <ul style="list-style-type: none"> <li>➤ Assistance in crossing (emasculation, pollination, tagging, bagging, and harvesting seeds individually) as per directions.</li> <li>➤ Assistance in tissue culture techniques and hardening work.</li> <li>➤ Assistance in vertical gardening activities.</li> <li>➤ Assistance in farm equipment operation and handling like tractor, weeder, tillers etc.</li> </ul>	
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नोट : उपरोक्त आवश्यकता अस्थायी आवश्यकता है। हालाँकि, विभिन्न श्रेणियों या अतिरिक्त श्रेणी के तहत आपूर्ति की जाने वाली वास्तविक जनशक्ति समय-समय पर सीएसआईआर-आईएचबीटी, पालमपुर की आवश्यकता के आधार पर कम या ज्यादा हो सकती है।

**Note: The above requirement is the tentative requirement. However, actual manpower to be supplied under different categories or additional category may be more or less based on requirement of CSIR-IHBT, Palampur from time to time.**

## बिडर्स के लिए सामान्य निर्देश / General Instructions to the Bidders

1. The e-tenders are being invited for supply of farm labour through CPPP. Bid sent offline (courier/speed post or submitted in person or any other mode) shall not be accepted.
2. The Bidder is expected to examine all instructions, General terms and conditions etc. in the tender document and check their eligibility before participating in the bid. Failure to furnish any of the certificate/documents sought in the bid document, corrigendum, if any, as required with reference to the tender document may result in rejection of the bid.
3. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing all requisite documents will summarily be rejected.
4. The interested bidder shall submit their tender (s) both technical bid and financial bid through online mode **www.etenders.gov.in**. The bidder shall upload all the documents duly signed and sealed as per eligibility criteria for bidders. All pages of the bid documents should be uploaded after being signed and stamped by the bidders/authorized representative.
5. CSIR-IHBT reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.
6. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participates in more than one bid, such bids are liable to be rejected.
7. The bidder is required to provide farm labour supply to CSIR-IHBT and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to CSIR-IHBT and is aware of the operational conditions prior to the submission of the tender documents.
8. Bidders are supposed to enter only their name and service charges (**should not be less than 3.85 % as per Ministry of Finance OM no. F.6/1/2023-PPD, dated 06.01.2023**) in the provided BoQ format. Bids with service charge less than 3.85% will not be accepted.
9. Scanned copy of the EMD, for an amount of **Rs.5,50,500/- (Rupees Five Lakh Fifty Thousand Five Hundred only)** in the form of **Demand Draft** in favour of Director, CSIR-IHBT, should be submitted along with the tender document and the same should

reach the O/o Administrative Officer, CSIR-IHBT, Palampur, H.P. 176061 in hard copy before bid opening. MSME/Start-ups are exempted from EMD submission.

## बिड्स के तकनीकी मूल्यांकन के लिए मानदंड / Criteria for technical evaluation of bids

The following documents will be verified at the time of technical evaluation of bids:

1. Labour license [under Contract Labour (Regulation and Abolition Act, 1970)].
2. EPF and ESI registration.
3. PAN/TAN Copy.
4. Similar work experience in Central/State Govt./Public Sector Undertaking /Autonomous body/ Reputed Corporate organisations etc.(3 Years or more than 3 Years).
5. Average Annual Turnover for last 3 Financial Years (i.e. 2020-21, 2021-22, 2022-23) should be equal to or more than 50 % of estimated tender cost. (**Turnover certificate signed and sealed by Chartered Accountant will be verified**).
6. Commercial experience eligibility criteria :  
  
For experience, the order(s) executed by the bidder, during the last three years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls, should be considered as under :  
  
Three orders each executed for similar services where executed value is not less than the amount equal to 40% of the estimated cost.  

OR

Two orders each executed for similar services where executed value is not less than the amount equal to 50% of the estimated cost.  

OR

One order executed for similar services where executed value is not less than the amount equal to 80% of the estimated cost.
7. Proof of Bid security/Earnest Money Deposit (EMD) deposited.
8. Valid MSME/Startup registration for relevant service (attach copy as applicable).

**Note: In case of tie of L1 bidders the following criteria may be adopted for preference amongst the L1 bidders :**

1. Firm with higher Average Annual turnover during last three years will be awarded the contract (i.e. for F.Y. 2020-21, 2021-22, 2022-23). Turnover certificate signed and sealed by Chartered Accountant is mandatory to be submitted for consideration under this evaluation criteria.
2. In case of tie for above sr. no. 1, firm having single highest work award (value wise) during last three financial years (i.e. F.Y. 2020-21, 2021-22, 2022-23) will be considered for preference for L1 bidder for award of contract.

**Decision of Director, CSIR-IHBT, Palampur will be final in this regard.**

## सामान्य नियम एवं शर्तें / General Terms and Conditions

1. The tenure of the contract will be for a period of twelve (12) months. However, the contract period may be extended for another one year on mutual agreement, with existing terms & conditions, subject to satisfactory performance of services during the initial period of the contract.
2. The Contractor shall not give any sub-contract to any other party or agency to carry out the obligation arising out of this contract.
3. The number of farm labour mentioned in the bid document is provisional and the numbers may be increased or decreased upto 25% of the contracted quantity at the time of placement of contract or during the contract period. Service provider is bound to accept the orders accordingly.
4. The contractor should have sufficient number of reserve manpower to provide uninterrupted services during the period of the contract.
5. The farm labour deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.
6. The contractor should provide replacement of labour at the contracted rates at a short notice, if required.
7. If at any point of time it is found that the contractor has furnished false information, the Contract / Tender is liable to be cancelled.
8. On the basis of non satisfactory services, the Director, CSIR-IHBT reserves the right to cancel/terminate the contract at any time during the currency of the contract, without assigning any reasons thereof, after giving one month's notice to the Contractor.
9. Farm Labour employed and deployed by the Agency will work under the control and guidance of Farm In-charge's of CSIR-IHBT. Manpower engaged by the Contractor shall not be above the age of 60 years.
10. TDS and other taxes as applicable will be deducted from the Contractor's bill, as per the instructions issued from time to time by the competent authorities.
11. While quoting the Service Charge bidder's have to keep in mind the statutory deductions, as applicable from time to time.
12. Earnest Money Deposit will be forfeited if the contractor fails to commence the work or carryout other formalities as per the award letter for the work.
13. Unauthorized deductions from the wages in the name of file charges, consultancy charges, registration fee etc. will not be allowed in any circumstances.

14. Micro & Small Enterprises (MSME) and Startups are exempted from submission of Earnest Money Deposit, prior experience and turnover criteria.
15. CSIR-IHBT shall not be responsible for any death, injury, damages or loss whether to the contractor or agents, representatives or its manpower deployed which may result from any accident or by any other cause during operation and execution of the contract.
16. By participating in this bid, bidder undertakes to the following effect:
  - (i) that the firm/contractor has not been declared defaulter/bankrupt /black listed/debarred from the bidding process by any Central/State Govt. or Public Sector Undertaking.
  - (ii) Acceptance of all the terms and conditions of the contract.
  - (iii) Overpayment under clause no. 23 shall be refunded to CSIR-IHBT.
17. In case any of manpower deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absent and penalty as per agreement may be imposed.
18. During the course of contract, if any personnel of the contractor found to be indulging in any corrupt practices causing any loss of revenue or reputation to the CSIR-IHBT, it will be treated as misconduct and appropriate action as per agreement may be taken.
19. In the event of any loss occasioned to the CSIR-IHBT, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the CSIR-IHBT, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Director, CSIR-IHBT, Palampur will be final and binding to the agency.
20. The CSIR-IHBT shall have right to have any person removed in case the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
21. Transfer of Liabilities : In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reasons or circumstances; liabilities of the contract shall be borne by the following on such terms and conditions, as the Director, CSIR-IHBT may think proper in public interest: a) Legal heirs in case of sole proprietor, b) The next partners in the case of company or firms, otherwise he reserve the right to settle the matter according to the circumstances of the case as he may think proper.
22. The CSIR-IHBT shall not be responsible for providing residential accommodation to any of the employee of the contractor.

23. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be refunded to CSIR-IHBT by the agency.
24. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the tender document in respect of providing farm labour to CSIR-IHBT. This includes all the liabilities of the contractor such as cost of providing identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESIC, EPF contributions, Bonus, GST, all kinds of taxes etc. which should be clearly stated by the contractor.
25. The Director, CSIR-IHBT in the public interest reserves all right to accept or reject any or all tender without assigning any reason and also to impose/relax any term and conditions of the tender.
26. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, CSIR-IHBT reserves the right to impose the penalty as per agreement or as decided by the Competent Authority.
27. The successful bidder will be required to execute an agreement in Rs.100/- non-judicial stamp paper as per format provided by CSIR-IHBT within a period of 10 days from the date of issue of Award Letter.
28. The successful bidder shall be required to furnish a Performance Security **within 15 days** of receipt of award letter for a sum equivalent to the **5% (Five per cent) of the awarded value of contract** in the form of FDR/Bank Guarantee from Nationalized/scheduled bank in favour of **Director, CSIR-IHBT, Palampur** or in the form of online payment through online RTGS/internet banking. The performance security shall remain valid for a period of ninety days (90 days) beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly. No interest shall be payable on the security amount.
29. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and individually liable to the CSIR-IHBT for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the CSIR-IHBT.
30. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the CSIR-IHBT, such money shall be deemed to be payable by the contractor to the CSIR-IHBT within seven days. The CSIR-IHBT shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

31. The contractor shall **indemnify** and hold the CSIR-IHBT harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

32. The CSIR-IHBT shall not be under any obligation for providing employment to any manpower of the contractor after the expiry of the contract. The CSIR-IHBT does not recognize any employee-employer relationship with any of the workers of the contractor.

## ढेकेदार की जिम्मेदारियां / Responsibilities of Contractor

1. Contractor shall submit the Labour license issued by the competent authority against the work awarded to their firm by CSIR-IHBT, Palampur within 30 days after the award of contract, failing which appropriate action may be taken against the Contractor.
2. The service provider shall issue an Identity Card duly signed with seal to the farm labour to be deployed at CSIR-IHBT, Palampur, which they must carry while on duty.
3. The contractor shall not employ any person below the age of 18 years and above the age of 60 years.
4. The antecedents of the workers deployed shall be got verified by the contractor from local police authority at his/their own cost.
5. The Contractor shall be fully responsible for providing leave benefits, weekly offs, National & Festival holidays etc., to the manpower deployed. As and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute on an immediate basis.
6. The Contractor is required to post his/her authorized representative at the site of the work who shall receive the instructions from the authorized Officer of the Institute from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.
7. The Contractor shall disburse the monthly salary directly into bank account of its manpower on or **before 7th day of the next month**. Payment of farm labour shall not be linked with the reimbursement of previous bill from this Institute. **In case of failure to make payment before the due date, penalty may be imposed as per agreement.**

8. The CONTRACTOR shall invariably ensure (minimum wages act) that all the employees get wages at the rates as fixed by Chief Labour Commissioner (Central) from time to time.
9. The contractor shall indemnify CSIR-IHBT against any and all claims which may arise under the Workmen's Compensation Act, etc. or any other Act or statute having bearing over the services and for engagement of workmen directly or indirectly for performance under the contract.
10. The Contractor shall be responsible for maintenance of Registers and Records, i.e. personal details of the deployed farm labour, Muster Roll, Register of Wages, Register of Overtime, Register of Fines, Register of Advance, Wage Slip, etc., as per the extent provisions under various Labour Laws. Also, the Contractor will make it available to the Director, CSIR-IHBT, Palampur or his authorized representative, if they are requested to do so.
11. After the award of contract, the contractor shall provide the details of farm labour to be deployed in following proforma:

Sr. no.	Name	Father Name	Address	D.O.B	ID Card number	Aadhar number (attach copy)	UAN Number (attach copy)	e-Pehchan Card Number (attach copy)

12. Contractor shall be solely responsible to comply with the provisions contained in "Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013".
13. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the CSIR-IHBT.
14. The contractor shall provide attested copies (attested by the proprietor of the service provider or any authorized representative with seal) of appointment letters (appointment letter must contain Name, Father Name, Date of Birth, Address, ID Card Number, Aadhar number, UAN No., ESI No. etc.) issued to and duly acknowledged by each of the farm labour to be deployed at CSIR-IHBT, Palampur (on company's letter head).
15. **The Contractor shall submit his monthly claim completed in all respects on or before 12<sup>th</sup> of the next month.**



16. The contractor or manpower deployed shall not disclose any information about the affairs of CSIR-IHBT. This clause does not apply to the information, which becomes public knowledge.
17. Manpower deployed by the contractor shall not take part in any staff union and association activities.
18. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
19. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the CSIR-IHBT fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
20. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
21. Biometric Attendance: The CONTRACTOR may be required to install Bio-metric attendance system(s) in CSIR-IHBT on his own cost and may be required to take biometric attendance from all the manpower engaged by him twice a day on arrival and departure on all working days without fail and the same may be required to be submitted to the office for getting reimbursement of the monthly wages paid to the personnel engaged by him.
22. Contractor shall open an office in Palampur within 30 days after the award of contract.

## सी.एस.आई.आर.—आई.एच.बी.टी. की जिम्मेदारियां /

### Responsibilities of CSIR-IHBT

1. That payment of enhancement/escalation charges on account of revision of minimum wages by the Chief Labour Commissioner from time to time shall be payable by the CSIR-IHBT to the CONTRACTOR.
2. The Director, CSIR-IHBT shall have the right, within reason, to have any manpower removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any manpower with prior intimation to the Director, CSIR-IHBT, Palampur.
3. On receipt of claim from the contractor, CSIR-IHBT shall reimburse the payment to the contractor after statutory deductions, as applicable from time to time, on monthly basis.
4. That Security Money will be refunded to Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

## दंड शुल्क / Penalty Charges

In case of non-compliance of the standards of the services to be provided as per the agreement, the CSIR-IHBT would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

Sr. No.	Description	Penalty for Breach			Remarks
		1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance	
1.	Non-deployment of total manpower mentioned in the contract as per the date of joining.	Up to 15 days, @ 1 % per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10 % of the order value.	Up to 15 Days, @ 2% per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10 % of the order value.	Cancellation of the contract with cancellation charges @ 10 % of the order value.	
2.	Damage to Buyer's assets or equipment, caused by the Service Provider's staff	Immediate payment in actuals, equivalent to the value of the article theft/lost/damaged. Replacement of employee within 2 days	Immediate payment in actuals, equivalent to the value of the article theft/lost/damaged. Replacement of employee with 2 days/cancellation of contract as decided by the buyer depending upon the gravity of the act.	Cancellation of the contract with cancellation charges @10% of the order value.	
3.	Non-performance/Non Compliance of the Service Provider with respect to the service standards and obligations in Scope of Work and Agreement.	2% of monthly billing with cumulative penalty not exceeding 10% of the monthly bill.	3% of monthly billing with cumulative penalty not exceeding 10% of the monthly bill.	5% of that day billing with cumulative penalty not exceeding 10% of the monthly bill.	Contract may be terminated by Buyer if cumulative penalties reach 10% of the contract value. Rate of penalty may vary at the Buyer's

					discretion depending on severity of default.
4.	Indiscipline/Breach of Code of Conduct i.e. quarrelling, abusing, etc. between the Service Provider's staff causing disturbance in the premises, use of intoxicants (alcohol, drugs smoking or eating tobacco in the premises during working hours etc.)	Rs.150/- Warning/Counselling of employee as decided by the Buyer depending on the gravity of the act.	Rs.300/- Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act.	Rs.500/- Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act.	Rate of penalty may vary at the Buyer's discretion depending on severity of default.
5.	Absence/non functionality of any required equipment	Rs.150/- per day Warning issued by Buyer	Rs.300/- per day	Rs.500/- per day	Rate of penalty may vary at the Buyer's discretion depending on severity of default.
6.	In case of subcontracting or outsourcing of the contract, in part or whole.	Immediate replacement within 2 days/cancellation of the contract with cancellation charges@10% as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges@10% of the contract value.	Cancellation of the contract with cancellation charges@10% of the contract value.	
7.	Non-compliance with shift schedule by Service Provider's manpower	Rs.150/- Warning/Counselling of staff as decided by the Buyer.	Rs.300/- Warning/Counselling of staff as decided by the Buyer.	Rs.500/- Warning/Counselling of staff as decided by the Buyer.	Rate of penalty may vary at the Buyer's discretion depending on severity

					of default.
8.	If the employee is absent or takes leave for more than two days without informing or taking prior approval	Substitute within 2 days failing which, @1% per day of the total value (excluding service tax.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges@10% of the order value.	Substitute within 2 days failing which, @ 3% per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value.	Cancellation of the contract with cancellation charges@10 % of the order value.	
9.	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs.100 per day for each default, warning to Service Provider to deposit the said amount within 7 working days.	Rs.200 per day for each default, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer.	Cancellation of the contract with cancellation charges@10 % of the order value.	

## **अप्रत्याशित घटना / Force Majeure**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

## **औचक निरीक्षण / Surprise Check**

The Director, CSIR-IHBT or any other officer so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the CONTRACTOR in order to ensure that the required number of persons are deployed and that they are doing their duties properly. In case, any person so deployed by the CONTRACTOR does not come up to the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the CONTRACTOR shall take suitable action against such personnel. In case of any complaint/defect pointed out by the authorized officer of the CSIR-IHBT, the CONTRACTOR shall immediately replace the person so deployed.

## ढधुसुथतल / Arbitration

1. In the event of any question, dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and / or directions, as may be required.
3. Subject to the aforesaid provisions, the arbitration & conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

**-Sd/-**  
**Administrative Officer**  
**For & on behalf of CSIR-IHBT, Palampur,**

**DRAFT AGREEMENT**

This agreement for providing **Farm Labour** at CSIR-IHBT, Palampur is entered on this ..... **Day of .....** **Two Thousand Twenty .....** between

**CSIR-Institute of Himalayan Bioresource Technology**, Post Box no.6, Tehsil Palampur, District Kangra, H.P. – 176061, a constituent laboratory of Council of Scientific and Industrial Research, which is 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 Principal Employer/Buyer)

AND

**M/s .....**having its registered office at ..... (hereinafter referred to as Contractor/Seller).

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.

The Contractor has agreed to furnish to CSIR-IHBT an amount of .....as Performance Security (**5% of contract award value**) in the form of Bank Guarantee/FDR.

WHEREAS CSIR-IHBT has agreed to award the contract for providing Farm Labour (Unskilled/Semi-Skilled/Skilled) at CSIR-IHBT, Palampur hereinafter mentioned as Scope of work given at **Annexure-A**.



Now therefore by these articles and on the premises mentioned above, the parties have agreed to as under:

**General terms and conditions :**

1. The tenure of the contract will be for a period of twelve (12) months. However, the contract period may be extended for another one year on mutual agreement, with existing terms & conditions, subject to satisfactory performance of services during the initial period of the contract.
2. The Contractor shall not give any sub-contract to any other party or agency to carry out the obligation arising out of this contract.
3. The number of farm labour mentioned in the bid document is provisional and the numbers may be increased or decreased upto 25% of the contracted quantity at the time of placement of contract or during the contract period. Service provider is bound to accept the orders accordingly.
4. The contractor should have sufficient number of reserve manpower to provide uninterrupted services during the period of the contract.
5. The farm labour deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.
6. The contractor should provide replacement of labour at the contracted rates at a short notice.
7. If at any point of time it is found that the contractor has furnished false information, the Contract / Tender is liable to be cancelled.
8. On the basis of non satisfactory services, the Director, CSIR-IHBT reserves the right to cancel/terminate the contract at any time during the currency of the contract, without assigning any reasons thereof, after giving one month's notice to the Contractor.
9. Farm Labour employed and deployed by the Agency will work under the control and guidance of Farm In-charge's of CSIR-IHBT. Manpower engaged by the Contractor shall not be above the age of 60 years.
10. TDS and other taxes as applicable will be deducted from the Contractor's bill, as per the instructions issued from time to time by the competent authorities.
11. While quoting the Service Charge bidder's have to keep in mind the statutory deductions, as applicable from time to time.
12. Earnest Money will be forfeited if the contractor fails to commence the work or carryout other formalities as per the award letter for the work.

13. Unauthorized deductions from the wages in the name of file charges, consultancy charges, registration fee etc. will not be allowed in any circumstances.
14. Micro & Small Enterprises (MSME) and Startups are exempted from submission of Earnest Money Deposit, prior experience and turnover criteria.
15. CSIR-IHBT shall not be responsible for any death, injury, damages or loss whether to the contractor or agents, representatives or its manpower deployed which may result from any accident or by any other cause during operation and execution of the contract.
16. In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absent and penalty as per agreement may be imposed.
17. During the course of contract, if any personnel of the contractor are found to be indulging in any corrupt practices causing any loss of revenue or reputation to the CSIR-IHBT, it will be treated as misconduct and appropriate action as per agreement may be taken.
18. In the event of any loss occasioned to the CSIR-IHBT, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the CSIR-IHBT, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Director, CSIR-IHBT, Palampur will be final and binding to the agency.
19. The CSIR-IHBT shall have right to have any person removed in case the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
20. Transfer of Liabilities : In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reasons or circumstances; liabilities of the contract shall be borne by the following on such terms and conditions, as the Director, CSIR-IHBT may think proper in public interest: a) Legal heirs in case of sole proprietor, b) The next partners in the case of company or firms, otherwise he reserve the right to settle the matter according to the circumstances of the case as he may think proper.
21. The CSIR-IHBT shall not be responsible for providing residential accommodation to any of the employee of the contractor.
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29. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the CSIR-IHBT, such money shall be deemed to be payable by the contractor to the CSIR-IHBT within seven days. The CSIR-IHBT shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
30. The contractor shall **indemnify** and hold the CSIR-IHBT harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

31. The CSIR-IHBT shall not be under any obligation for providing employment to any manpower of the contractor after the expiry of the contract. The CSIR-IHBT does not recognize any employee-employer relationship with any of the workers of the contractor.

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3. The contractor shall not employ any person below the age of 18 years and above the age of 60 years.
4. The antecedents of the workers deployed shall be got verified by the contractor from local police authority at his/their own cost.
5. The Contractor shall be fully responsible for providing leave benefits, weekly offs, National & Festival holidays etc., to the manpower deployed. As and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute on an immediate basis.
6. The Contractor is required to post his/her authorized representative at the site of the work who shall receive the instructions from the authorized Officer of the Institute from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.
7. The Contractor shall disburse the monthly salary directly into bank account of its manpower on or **before 7th day of the next month**. Payment of farm labour shall not be linked with the reimbursement of previous bill from this Institute. **Failure to make payment before due date, penalty may be imposed as per agreement.**
8. The CONTRACTOR shall invariably ensure (minimum wages act) that all the employees get wages at the rates as fixed by Chief Labour Commissioner (Central) from time to time.
9. The contractor shall indemnify CSIR-IHBT against any and all claims which may arise under the Workmen's Compensation Act, etc. or any other Act or statute having

bearing over the services and for engagement of workmen directly or indirectly for performance under the contract.

10. The Contractor shall be responsible for maintenance of Registers and Records, i.e. personal details of the deployed farm labour, Muster Roll, Register of Wages, Register of Overtime, Register of Fines, Register of Advance, Wage Slip, etc., as per the extent provisions under various Labour Laws. Also, the Contractor will make it available to the Director, CSIR-IHBT, Palampur or his authorized representative, if they are requested to do so.

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3. On receipt of claim from the contractor, CSIR-IHBT shall reimburse the payment to the contractor after statutory deductions, as applicable from time to time, on monthly basis.
4. That Security Money will be refunded to Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

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Sr. No.	Description	Penalty for Breach			Remarks
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1.	Non-deployment of total manpower mentioned in the contract as per the date of joining.	Up to 15 days, @ 1 % per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10 % of the order value.	Up to 15 Days, @ 2% per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10 % of the order value.	Cancellation of the contract with cancellation charges @ 10 % of the order value.	
2.	Damage to Buyer's assets or equipment, caused by the Service Provider's staff	Immediate payment in actuals, equivalent to the value of the article theft/lost/damaged. Replacement of employee within 2 days	Immediate payment in actuals, equivalent to the value of the article theft/lost/damaged. Replacement of employee with 2 days/cancellation of contract as decided by the buyer depending upon the gravity of the act.	Cancellation of the contract with cancellation charges @10% of the order value.	
3.	Non-performance/Non/Compliance of the Service Provider with respect to the service standards and obligations in Scope of Work and agreement.	2% of monthly billing with cumulative penalty not exceeding 10% of the monthly bill.	3% of monthly billing with cumulative penalty not exceeding 10% of the monthly bill.	5% of that day billing with cumulative penalty not exceeding 10% of the monthly bill.	Contract may be terminated by Buyer if cumulative penalties reach 10% of the contract value. Rate of penalty may vary at the Buyer's

					discretion depending on severity of default.
4.	Indiscipline/Breach of Code of Conduct i.e. quarrelling, abusing, etc. between the Service Provider's staff causing disturbance in the premises, use of intoxicants (alcohol, drugs smoking or eating tobacco in the premises during working hours etc.)	Rs.150/-  Warning/Counselling of employee as decided by the Buyer depending on the gravity of the act.	Rs.300/-  Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act.	Rs.500/-  Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act.	Rate of penalty may vary at the Buyer's discretion depending on severity of default.
5.	Absence/non functionality of any required equipment	Rs.150/- per day  Warning issued by Buyer	Rs.300/- per day	Rs.500/- per day	Rate of penalty may vary at the Buyer's discretion depending on severity of default.
6.	In case of subcontracting or outsourcing of the contract, in part or whole.	Immediate replacement within 2 days/cancellation of the contract with cancellation charges@10% as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges@10% of the contract value.	Cancellation of the contract with cancellation charges@10% of the contract value.	
7.	Non-compliance with shift schedule by Service Provider's manpower	Rs.150/- Warning/Counselling of staff as decided by the Buyer.	Rs.300/- Warning/Counselling of staff as decided by the Buyer.	Rs.500/- Warning/Counselling of staff as decided by the Buyer.	Rate of penalty may vary at the Buyer's discretion depending on severity



					of default.
8.	If the employee is absent or takes leave for more than two days without informing or taking prior approval	Substitute within 2 days failing which, @1% per day of the total value (excluding service tax.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges@10% of the order value.	Substitute within 2 days failing which, @ 3% per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value.	Cancellation of the contract with cancellation charges@10 % of the order value.	
9.	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs.100 per day for each default, warning to Service Provider to deposit the said amount within 7 working days.	Rs.200 per day for each default, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer.	Cancellation of the contract with cancellation charges@10 % of the order value.	

### **Force Majeure:**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

## **Surprise Check :**

The Director, CSIR-IHBT or any other officer so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the CONTRACTOR in order to ensure that the required number of persons are deployed and that they are doing their duties properly. In case, any person so deployed by the CONTRACTOR does not come up to the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the CONTRACTOR shall take suitable action against such personnel. In case of any complaint/defect pointed out by the authorized officer of the CSIR-IHBT, the CONTRACTOR shall immediately replace the person so deployed.

## **Arbitration:**

1. In the event of any question, dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and / or directions, as may be required.
3. Subject to the aforesaid provisions, the arbitration & conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

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

(.....)

Authorized Signatory  
For & on behalf of Contractor  
Address :

(.....)

Administrative Officer  
For & on behalf of CSIR-IHBT,  
Palampur, Kangra (H.P.)