



CSIR- NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE AND TECHNOLOGY
(COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH),
INDUSTRIAL ESTATE P.O., THIRUVANANTHAPURAM -695 019

TENDER DOCUMENT

FOR

PROVIDING SKILLED / HIGHLY SKILLED MANPOWER

AT

NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE AND TECHNOLOGY
THIRUVANANTHAPURAM -695 019



CSIR- NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE AND TECHNOLOGY

(Council of Scientific and Industrial Research), Industrial Estate P.O.,
Thiruvananthapuram -695 019

No. 8(24)/2017 - Gen.

Dated: 15/05/2017

NAME OF THE WORK		PROVIDING SKILLED/HIGHLY SKILLED MANPOWER ATCSIR/ NIIST
To be submitted in a sealed cover addressed to the Administrative Officer, NIIST, Thiruvananthapuram - 695019		
DETAILS OF ISSUE OF TENDER	:	17-05-2017 – 06-05-2017
LAST DATE & TIME FOR SUBMISSION OF SEALED TENDERS	:	07-06-2017 up to 3.00 pm
TENDER OPENING DATE & TIME	:	07-06-2017 - 3.15 pm
EMD TO BE DEPOSITED	:	2,47,000/-
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Tender issued to:

Signature of the Tenderer

Signature of Section Officer (G)
NIIST, Thiruvananthapuram -19



**CSIR-NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE & TECHNOLOGY
THIRUVANANTHAPURAM-695019(Phone No. 0471-2515334)**

No. 8(24)/2017-Gen.

15.05.2017

NOTICE INVITING TENDER No.02A/2017

Sealed Tenders are invited by the Director, CSIR-National Institute for Interdisciplinary Science & Technology, Thiruvananthapuram for the contract work “**providing skilled and highly skilled manpower** at CSIR-NIIST, Thiruvananthapuram “ from those who have executed one/two/three similar contract services of 80%/60%/40% respectively of the estimated cost for CSIR, other Central/State Governments/Autonomous Organizations/reputed private firms during the last three years.

The Contractors/Tenders should have experience in undertaking manpower contracts in Central/State Government Departments/Public Sector Undertaking/Autonomous bodies/CSIR laboratories/Large Industrial/Educational Campus/reputed Companies.

Tender documents can be obtained from Section Officer(General), CSIR-NIIST, Thiruvananthapuram, either by post or in person on payment of Rs.1,040/- (inclusive of VAT @ 4%) DD drawn in favour of Director, CSIR-NIIST, Thiruvananthapuram on any working day during the period. Tender documents will be issued on production of copy of experience certificate. Estimated contract value for 12 months is worked out approximately Rs.123 lakhs. Tender form can also be downloaded from website www.niist.res.in and in such case cost of tender document of Rs.1040/- in the form of DD has to be attached, while submitting the tender.

Tender alongwith EMD of Rs.2,47,000/- by means of Demand Draft in favour of Director, CSIR-NIIST on any Nationalized/Scheduled bank payable at Thiruvananthapuram, **superscribing the name of the work** on the sealed envelope should reach the Administrative Officer, CSIR-National Institute for Interdisciplinary Science & Technology, Industrial Estate P.O., Pappanamcode, Thiruvananthapuram-19 latest by 07.06.2017 3.00 P.M. Tender documents without Tender Document Fee and EMD shall be rejected.

Schedule of issue and submission of Bids:

Sl.No.	ITEM	DATE AND TIME
1	Issue of Tender Documents	17.05.2017 to 06.06.2017 (10.00 A.M. – 3.00 P.M.)
2	Last date for submission of Tender	07.06.2017 up to 3.00 P.M.
3	Tender Opening	07.06.2017 at 3.15 P.M.

Director, CSIR-NIIST reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his decision shall be final and binding. NIT is also available on CSIR-NIIST website www.niist.res.in.

ADMINISTRATIVE OFFICER

COMMERCIAL BID

Wages quoted below are arrived at keeping in mind the directives on minimum wages and also the cost of living. It is certified that the wages below are not less than the minimum wages as notified by Labour Commissioner State/Central whichever is higher.

TENDER SCHEDULE

For providing Skilled / Highly skilled manpower	Rate per person per month	
	Skilled	Highly skilled
A. Basic Wages including VDA		
B Statutory payments EPF @ 13.61 % ESI @ 4.75 % Bonus @ 8.33 % of Wages		
C.Any other charges – Please specify		
D.Contractor's service charges on "A" above (.....%)		
E.Service Tax @15%		
Total		

For Skilled Manpower Minimum qualification required

- | | |
|--------------------|--|
| a) For Office | ☛ +2 and Computer Knowledge |
| b) For Laboratory | ☛ valid ITI Certificate |
| c) For Guest House | ☛ +2 and valid Hotel Mgmt. Certificate |
| d) For Driver | ☛ Valid Heavy Duty Licence |
| e) For Cook | ☛ Experience in catering firm |

Signature & Seal of the Agency

Details of major contracts undertaken in providing skilled / highly skilled manpower in Central / State / Private Organizations during the last 3 years.

Sl. No	Name of Organization	No. of person engaged	Period of engagement	Contract value
	TOTAL			

(Please enclose documentary evidence in support of above)

A demand draft for Rs.2,47,000/- bearing No.....drawn on is enclosed towards EMD.

Yours faithfully,

Signature
Name and Seal of the Agency
Contact No:

**CSIR- NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE & TECHNOLOGY
THIRUVANANTHAPURAM**

(A constituent establishment of Council of Scientific & Industrial Research)

TERMS AND CONDITIONS FOR AWARD OF CONTRACT FOR PROVIDING
SKILLED/HIGHLY UNSKILLED MANPOWER.

1. The contractor provides skilled/highly skilled manpower for a period of one year from the date of commencement of the contract.
2. The contractor shall deploy persons as per the requirement of the job. The contractor shall ensure that the persons are punctual and disciplined in performance of their duty. **The contractor shall engage medically and physically fit persons, below the age of 55 years.**
3. The contractor shall submit details such as names, parentage, residential address, age etc. of the persons deployed by him in the premises of the Institute. For the purpose of proper identification of the employees of the contractor deployed at various points, He shall issue identity cards bearing their photograph/ identification etc. and such employees shall always **display their identity cards/name plates at the time of duty. The employees should wear uniform(with company's logo on uniform) in side the campus while on duty.**
4. The contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR/NIIST and shall comply with the statutory provisions of Contract Labour (Regulation and 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; The Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938/ and or any other rules/ regulations and / or statutes that may be applicable to them and shall further keep the CSIR/NIIST indemnified from all acts of omission, fault, breaches and / or any claim, demand; loss; injury and other expenses arising out from the noncompliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and / or under the said Acts, rules / regulations and / or any bye-laws or rules framed under any of these, the CSIR/NIIST shall be entitled to recover any such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
5. The contractor shall submit proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at the Instt. in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.

6. The contractor shall particularly abide by the provisions of Minimum Wages Act 1948 with Rules 1950 framed there-under, as amended from time to time on the rates, terms and conditions etc.
7. 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 NIIST.
8. The contractor shall make the payment of wages, etc. to the persons so deployed by them on or before the **7th of following month in the presence of representative of the Institute, and this will not be linked with payment receivable by the contractor from NIIST.** The contractor shall on demand furnish copies of wages register / muster roll, etc. to the Institute for having paid all the dues to the persons deployed by him for the work under the agreement. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of NIIST in this respect as per the provision of Contract Labour (Regulations & Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of the scale of wages and terms of employment, inspection and submission of periodical returns.
9. The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of NIIST.
10. The contractor shall deploy his persons in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Contract Labour 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 furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Director of the Instt. a sum as may be claimed by him.
11. The persons deployed by the contractor for the services mentioned above shall be the Employees of the contractor for all intents and purpose and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR/NIIST shall accrue / arise implicitly or explicitly.
12. The contractor shall formulate the mechanism and duty assignment in consultation with Director of the Instt., or his nominee. Subsequently, the contractor shall review the housekeeping and cleaning arrangements from time to time and advice the Director of the Instt. for further streamlining their system. The contractor shall further

be bound by and carry out the directions/instructions given to him by the Director of the Instt. or the officer designated by the Director in this respect from time to time.

13. The Director of the Instt., or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
14. In case any of the persons so deployed by the contractor does not perform the task/duties assigned to him up to the mark or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Instt.. in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the Instt.. in case of any of the aforesaid acts on the part of the said person at no additional cost to the Instt.
15. The contractor should have a valid License and sufficient manpower and should furnish security deposit in the form of Bank Guarantee or Fixed Deposit Receipt from a Nationalized Bank for an amount equal to 10% (ten percent) of the total wages for the period of contract. The validity of the security deposit should remain current for a period up to three months beyond the duration of the contract
16. The contractor shall execute an agreement on a stamp paper of Rs.500/- for due performance of the Contract as per the enclosed format of agreement. He shall also execute a deed of Indemnity in the prescribed format.
17. In consideration of the service rendered by the contractor, the Instt. Agrees to pay to him a sum calculated at the rate tendered by him and approved by the Instt. on the basis of the actual number of persons deployed by him for the work every month. The contractor will be reimbursed wages as above for the first month after the award of work on submission of the bills. Whereas the contractor is required to submit proof of having remitted the amount towards to EPF, ESI, Service tax etc to the respective authorities. Income tax, surcharge on IT or any other tax as applicable will be recovered from the contractor's bill from time to time and remitted to the concerned authorities.
18. Earnest money is liable to be forfeited if the contractor fails to sign the formal agreement within seven days from the date of intimation to that effect to him or fails to undertake the work within seven days from the date of award of the contract.

AGREEMENT

This AGREEMENT made on this ----- BETWEEN the NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE AND TECHNOLOGY, a constituent Institute of COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act XXI and having its office at Anusandhan Bhawan, Rafi Marg, New Delhi (herein after referred to as CSIR/NIIST) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

AND

-----, having its registered office at -----
----- (hereinafter referred to as contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the NIIST is desirous of giving a job contract for PROVIDING SKILLED/ HIGHLY SKILLED WORKERS (hereinafter referred to as "work") in CSIR/NIIST, Thiruvananthapuram and whereas the contractor has offered to undertake the "work" on the terms and conditions hereinafter stated.

WHEREAS 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/NIIST. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS NIIST/CSIR has agreed to award the contract of providing skilled/highly skilled manpower.

AND WHEREAS the Contractor has agreed to furnish to the Institute a security deposit of Rs.------(Rupees-----
-----) by way of Bank Guarantee or Fixed Deposit Receipt valid for a period of three months beyond the period of contract.

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, shall a relationship of employer and employee between the said persons and the CSIR/NIIST shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of undertaking the "work", the Contractor shall formulate the mechanism and duty assignment in consultation with Director of the Institute or his nominee. Subsequently, the Contractor shall review the arrangements from time to time and advise the Director of the Institute about additional measures for further streamlining the system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the Institute or the officer designated by the Director, in this respect from time to time.
3. That the Director of the Institute or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons deployed by the contractor in order to ensure that required number of persons are deployed and that they are doing their duties properly.
4. That in case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of Institute in this respect. Further, the Contractor shall immediately replace the particular person so deployed on demand of the Director of the Institute in case of any of the aforesaid act on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS.

1. That the Contractor shall providing skilled / highly skilled manpower to the institute.
2. That for providing satisfactory services as per Para 2 above under this Contract, the contractor has agreed to deploy a total ofpersons on skilled / highly skilled manpower That for performing the assigned duties the contractor shall deploy persons for eight hours per day. The Contractor shall deploy medically and physically fit persons below the age of 55 years. 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, etc. of the persons deployed by him in the premises of the NIIST,

Thiruvananthapuram. For the purpose of proper identification of these employees of the Contractor deployed for the work at various points, he shall issue identity cards bearing their photographs/ identification, etc. and such employees shall always display their identity cards at the time of duty.

4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various Labour laws and other statutory provisions. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there under, as amended from time to time.
5. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to NIIST 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/NIIST 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 Act, rules/regulations and/or any bye laws or rules framed under or any of these, the CSIR/NIIST shall be entitled to recover any of 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 CSIR/NIIST.
8. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representatives of the CSIR/NIIST on or before the 7th of following months and this will not be linked with payment receivable by them from the CSIR/NIIST. The Contractor shall on demand furnish copies of wages register/muster roll, etc. to the CSIR/NIIST for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments towards the employees so deployed under various Labour Laws, having regard to the duties of CSIR/NIIST in this respect as per the provisions of Contract

Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employment, inspection and submission of periodical returns. No overtime allowance shall be payable, if any compensation is claimed towards weekly off/leave relief/national holidays, etc.

9. That the contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at NIIST, Thiruvananthapuram in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents. The contractor is bound to complete the required formalities to get the ESI Registration in respect of the workers engaged by him and deployed at NIIST and issue the ESI Cards within a week, from the date of award of contract. The monthly remittance towards EPF & ESI in respect of workers deployed at the NIIST, Thiruvananthapuram should be remitted separately i.e., separate Challan should be filled in respect of remittance pertaining to the workers deployed at NIIST, Thiruvananthapuram. The remittance should not be clubbed together with other departments/organizations where the contractor is having similar contracts. The contractor should produce the original challans regarding EPF & ESI remittance to the office along with his bills, which will be retained in the office and returned only on the expiry of the contract. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.
10. The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and for the preservation of peace and protection of persons and property of CSIR/NIIST.
11. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulations and Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filling, any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director, NIIST a sum as may be claimed by CSIR/NIIST.
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 Institute and

ensure that no such person shall create any disruption/hindrance/problem of any nature in the institute either explicitly or implicitly.

13. The security money 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. That the Contractor shall keep the NIIST 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/NIIST is made party and is supposed to contest the case, the CSIR/NIIST 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/NIIST on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR/NIIST in this respect of any nature whatsoever and shall keep CSIR/NIIST indemnified in this respect.
15. The Contractor shall further keep the CSIR/NIIST indemnified against any loss to the CSIR/NIIST property and assets. The CSIR/NIIST 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.
16. The contractor shall report promptly to the CSIR/NIIST any theft or pilferage that takes place or any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets movable and immovable of the CSIR/NIIST and if there is any loss to the CSIR/NIIST on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the CSIR/NIIST.

C. CSIR/NIIST's OBLIGATIONS

1. That in consideration of the services rendered by the Contractor as stated above, they shall be paid on monthly basis. Such payment shall be made by the 7th day of the following month on the basis of the bills raised by the contractor and duly certified by the officer designated by Lab in this regard.
 - a) The Contractor on their selection shall be paid the wages for 26 days of work as quoted by the contractor and approved by the Director, CSIR/NIIST.

- ☛ Skilled worker for Rs. / per day (inclusive of VDA)
- ☛ Highly Skilled worker for Rs..... / per day (inclusive of VDA)

Besides, the statutory payment like EPF @, ESI @..... . Service Tax @ and Service Charges @. (On basic wages +VDA). The bonus @ will be paid once in a year on submission of bill). For subsequent months the contractor's bills will be admitted on production of proof for having remitted statutory payments to the respective authorities.

- b) Income Tax applicable will be deducted at source and remitted to the concerned Authorities at the time of settling the monthly bills raised by the Contractor.
2. That the aforesaid amount has been agreed to be paid by NIIST/CSIR to the Contractor.
3. That payment on account of enhancement revision in wages by the appropriate Govt. (as per Minimum wages Act as applicable) from time to time shall be payable by the NIIST/CSIR to the Contractor.

D. PENALTIES/LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director of the Institute in his behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.

E. COMMENCEMENT AND TERMINATION

1. That this agreement will come into force with effect from
The agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies :-
 - a) On the expiry of the contract period as stated above.
 - b) By giving one month's notice by CSIR/NIIST on account of committing breach by the Contractor of any of the terms & conditions of this agreement; assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of CSIR/NIIST.
 - c) On Contractor being declared insolvent by competent Court of Law.

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

F. ARBITRATION

1. In the event of any question, dispute/difference arising under this agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement) the same shall be referred to the Sole Arbitration to DG, CSIR or his nominee.
2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director-General, CSIR, shall appoint another person to act as Arbitrator in place of the out-going Arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The expression Director-General, CSIR shall mean and include an acting/officiating Director-General.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.

5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
6. The venue of the arbitration shall be at Thiruvananthapuram.

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

WITNESS:

1

2

Signature:
FOR AND ON BEHALF OF
THE CONTRACTOR

WITNESS:

1.

2.

:

Signature:
Administrative Officer
CSIR/NIIST, Thiruvananthapuram
For and on behalf of Council of
Scientific & Industrial Research,
Rafi Marg, New Delhi-110 001

Counter signed by
FAO, CSIR/NIIST
Thiruvananthapuram

DEED OF INDEMNITY

THIS DEED OF INDEMNITY MADE on the -----day of -----Two Thousand Seven BETWEEN ----- carrying on business under the name & style of M/s. ----- (hereinafter called: "The Indemnifier" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives, successors and permitted assigns) of the ONE PART **AND** Council of Scientific and Industrial Research, a Society registered under the Societies Registration Act and having its office at 2, Anusandan Bhavan, Rafi Marg, New Delhi (hereinafter called an autonomous organization funded by Government of India which expression shall unless excluded by or repugnant to the context be deemed to include its successors or assigns) of the OTHER PART.

WHEREAS the indemnifier, in response to CSIR/NIIST Tender Notification No. - ----- Dated ----- **for providing skilled/highly skilled manpower at National Institute for Interdisciplinary Science & Technology (NIIST), Thiruvananthapuram has** represented that he is executing similar category of work to other agencies and therefore eligible for award of Contract. The indemnifier has further represented that he will meet all the statutory and other obligations as per the terms & conditions of the Tender document, if the Contract is awarded to him.

WHEREAS in terms of CSIR/NIIST letter No.----- dated----- for award of Contract the Indemnifier has entered into an agreement to the value of Rs.----- (Rupees ----- Only)for a period with effect from to ON ----- at Thiruvananthapuram.

In consideration of the said premises and of the agreement on the part of CSIR/NIIST in awarding the contract for **providing skilled/ highly skilled manpower at National Institute for Interdisciplinary Science & Technology (NIIST), Thiruvananthapuram**, the indemnifier doth hereby agree and under take to implement all the provisions of the agreement and keep CSIR/NIIST indemnified against all claim what so ever in respect of employees deployed by the indemnifier for CSIR/NIIST. Further, the indemnifier keep CSIR/NIIST harmless and indemnified against any claim arising out of or connected with the agreement executed for this purpose.

IN WITNESS WHERE OF the parties hereto have set and subscribed their respective hands hereunto on the date first above written.

Signed by the said Indemnifier

In the presence of:

(1)

(2)

CONTRACTOR
(Signature with Seal)

In the presence of:

(1)

(2)

Administrative Officer
Signed for and on behalf of
The CSIR/NIIST, Thiruvananthapuram

