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NOTICE INVITING TENDER

No: 9-10(2)-2013-tpt

Date: 12/2/2016

Council of Scientific & Industrial Research, New Delhi is looking for empanelment of reputed agency/workshop for repair & maintenance of Govt. Vehicles which have minimum 03(three) years experience for providing services to Govt./Semi Govt./Autonomous Bodies/PSUs/Nationalised Banks. Their annual turnover should be of Rs. 10 lakhs(Ten Lakh). They may submit their tenders in sealed covers addressed to Joint Secretary (Admin), CSIR, 2 Rafi Marg, New Delhi-110001 in "Two Bid" format i.e Technical Bid (Part I) & Financial Bid (Part II) as per details given below:-

| | Fee of tender document | EMD | Period of contract | Estimated annual cost of work |
|--|------------------------|--|--------------------|--|
| Empanelment of agen- cy/wosrkshop for repair and maintenance of Govt./Official Vehicles | One Thousand | Rs. 24,000/- (Rs. Twenty Four Thousand only) | Two Years | Rs. 12,00,000/- (Rs.Twelve Lakh only) |

:-

Date for Sale of Tender Document

from 12-2-2016 to 29-2-2016

(09.30am-5.00pm)

except Saturday, Sunday & Holidays

Last date and time of submission of tenders

- 01-03-2016 (02.30pm)

Date & Time of Opening of technical bid

01-03-2016 (03.30pm)

Date of opening of Financial bid

will be intimated later to the successful

bidders who qualify technical bid.

Details of NIT and complete tender document are also available on CSIR website:- www.csir.res.in w.e.f 12-02-2016. It can be downloaded and submitted along with tender cost of Rs. 1000/- in the form of DD/Banker's Cheque in favour of Joint Secretary(Admin.) payable at New Delhi in the technical bid envelope. Tender without tender cost will be summarily rejected.

·-

Joint Secretary (Admin), CSIR reserves the right to reject any or all tenders in part or in full or to reject all the tenders received, without assigning any reason thereof.



A. SCOPE OF WORK AND GENERAL INSTRUCTIONS

- 1. Sealed tenders are invited by CSIR Hqrs, Anusandhan Bhawan, New Delhi-110001 under the two bid system (i.e. Part-I: Technical Bid and Part-II: Financial Bid) from reputed, experienced and financially sound Car & Auto workshops having minimum of 3 years of experience and annual turnover of Rs. 10 lakhs for maintenance/service/repair of official vehicles of Govt./Semi Govt./Autonomous Bodies/PSUs/Nationalised banks.
- 2. The tender should be submitted in two separate envelops which are then to be enclosed in a single envelope super-scribed as "tender for Workshop for repair/service of Official vehicles of CSIR Hars."
- 3. An Earnest Money Deposit (EMD) of Rs.24,000/- (Rs. Twenty Four thousand only) in the form of Account Payee Demand Draft drawn in favour of JS (Admn.),CSIR has to be submitted alongwith Technical Bid. Bids shall not be considered, in case, the EMD is not submitted along with the technical bid. Late receipt of EMD will make the bidder disqualified and that bid will not be considered. The said earnest money will not bear any interest and will be refunded only after the finalization of the contract awarding process.
- 4. All entries in the tender form should be legible and filled clearly. If the space provided for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be submitted. No correction either in the Technical Bid or Financial Bid is permitted. In no case, should there be any change in the format of the Technical Bid/ Financial Bid is allowed. The bids submitted in the proforma other than the proforma provided for the purpose, will be rejected summarily.
- 5. All the documents in support of eligibility criteria etc. are also to be attached alongwith the Tender Documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever. Conditional bids shall not be considered and will be rejected summarily.
- 6. In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a notary Public must be submitted along with the tender documents. The attested copy of the certificate of registration of firm and the name of authorized partner to interact with the CSIR Hqrs. should also be attached along with the tender documents.
- 7. The service providers have to give a self certificate to the effect that they have not been blacklisted by any Govt./Semi Govt./Autonomous Bodies/PSUs/Nationalised banks. If it is subsequently established or found that a service provider has given any false information or facts or has suppressed facts or has forged any document, etc. EMD or the performance security deposit submitted by the service provider, as the case may be, will be forfeited and no excuse whatsoever will be entertained therefore.
- 8. No service provider will be allowed to withdraw its bids after the technical bids have been opened. If any service provider intends to withdraw after opening of technical bids its EMD will be forfeited.
- 9. The Contract will be for a period of only **two years**.



- 10. CSIR Hqrs. has a fleet of 10 Ambassador cars, one Maruti Suzuki SX4 and one Tata Indigo Manza besides a Bajaj three wheeler.
- 11. Last date of receiving of Tender is 01.03.2016 by 2:30 PM. Late receiving of tender will not be entertained in any circumstances.
- 12. The Technical Bids will be opened on 01.03.2016 (3.30 PM) in Room No.14 at CSIR Hqrs in the presence of bidder's representatives who choose to attend the bid opening process.
- 13. At the second stage, the Financial Bids of only those bidders who qualify in the Technical Bid will be opened on a later date (to be decided and will be intimated telephonically/e-mail).
- 14. In the financial bid (Annexure-II), the labour charges for the services/repairs mentioned alongside may be filled. The rate of spare parts shall be paid as per the prevailing market rates, which in no case, shall be higher than the MRP decided by the Manufacturer of Spare Part/ Original Equipment.
- 15. The bidding firm quoting the least rate in maximum number of items in Annexure II shall be considered as L1. In the event of more than one firm quoting least in similar number of items then all such firms will be considered L1 and all firms may be placed on panel of CSIR if all such firms agree to work on the least rates quoted. But if only one firm emerges as the L1 then only that firm will be awarded the contract.
- 16. Conditions of payment will be as under:
- (i) The Contractor will submit the pre-receipted bills in triplicate, on monthly basis, after satisfactory completion of the work which is duly certified by drivers of staff cars/three wheeler. Thereafter the bill will be processed for payment.
- (ii) All bills should be submitted on printed forms, duly signed and pre-receipted.
- (iii) Income Tax and other statutory levies, as applicable from time to time, will be deducted from the bills of the Contractor.
- (iv) In case of any delay in processing of the bills on account of contractor's fault, CSIR will not be responsible for delay in payment.
- (v) The contractor has to submit a certificate (on monthly basis) stating that no payment is pending as on date(last date of every month). In case, any payment is pending, the contractor has to submit copy/ies of duplicate bill/s and necessary approval of bills ,if any, alongwith the certificate that payment of this/these bills has not been made as on date(last date of every month). No further claim and interest thereupon arising on account of pending bill in any circumstances will be entertained.
- (vi) In case of opening of any running credit account in the name of CSIR by the successful bidder, it must be conveyed immediately to CSIR.



- (vii) E-Payment will be done to the contractor. The Contractor will be required to furnish all relevant details of his Bank Account to facilitate e-payment [i.e. ECS Electronic Clearance System / National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS) / Net Banking] by creating the payment directly to the account of Contractor.
- 17. The Competent Authority, CSIR Hqrs. reserves the right to cancel the tender at any time or to amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.



B. TECHNICAL BID GUIDELINES

- 1. The office of the service providers should be located either in Delhi/New Delhi. **The proof of address is to be attached alongwith the Bid documents.**
- 2. The service providers must have a minimum of three years experience in giving services to Govt./Semi Govt./Autonomous Bodies/PSUs/Nationalised bank. Proof of at least two contracts from Govt./Semi Govt./Autonomous Bodies/PSUs/Nationalised banks for the last two years along with attested copies of the supply order should be furnished.
- 3. The service providers should have a minimum annual turnover billing amount of Rs. 10 lakh each year during last three financial years i.e. 2012-13, 2013-2014 & 2014-15. A copy of turn over statement duly certified by the Chartered Accountant, is to be furnished with the tender document and copy of Income Tax Return for the last three years i.e. 2012-13, 2013-2014 & 2014-15 should also be submitted.
- 4. The service providers should have their own Bank Account. The certified copy of the Bank account maintained for the last two years issued by the Bank should be provided with the Bid documents.
- 5. Self attested copy of the PAN card of the bidding firms shall be provided with the bid documents.
- 6. Self attested copy of the Service Tax registration no. of the bidding firms shall be provided with the bid documents.
- 7. The bidding firm should have its own workshop (rented or owned). Proof of same shall be provided with the bid documents.
- 8. The workshop of the firm should be within a radius of 10 Kms. of Anusandhan Bhawan, Rafi Marg, New Delhi- 110001.
- 9. Details of major contracts with Govt./Semi Govt./Autonomous Bodies/PSUs/Nationalised Bank handled by the tendering Agency for providing services for repairing & maintenance of Govt Vehicles during the last three years in the following format (attested copies of the last three years work award may be enclosed) may be furnished:

| SI.No | Details of client | alongwith add address, telephone and Duration of Contract | | of Contract | |
|-------|-------------------|---|--|-------------|----|
| | FAX numbers | | | From | То |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

If the space provided is insufficient, a separate sheet may be attached.



C. PROFORMA FOR TECHNICAL BID

(Annexure - I)

| S. No. | Information | |
|--------|--|--|
| 1. | Name of the Agency | |
| 2. | Nature of the concern: (i.e. Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization) | |
| 3. | Full Address of Regd. Office (i) Telephone No. (ii) Fax No. (iii) e-mail address | |
| 4. | Full address of Operating/Branch Office in Delhi. (i)Telephone No. (ii) Fax No. (iii) e-mail address | |
| 5. | Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last of two years) Telephone Number of Banker | |
| 6. | Registration No. of the agency/firm | |
| 7. | PAN No. | |
| 8. | Service Tax Registration No. | |
| 9. | Service Tax paid during financial years 2012-13 2013-2014 & 2014-15 | |
| 10. | Financial turnover and I.T. Returns of the Agency for financial years 2012-13 2013-2014 & 2014-15 | |
| 11. | Authorization Certificates of the manufacturers for providing services for the respective vehicles. | |
| 12. | Details of major contracts handled in last two years | |
| 13. | Certificate of satisfactory performance from organizations to whom the service was provided | |
| 14 | Affidavit – Service Providers have to give an affidavit stating "the firm has not been blacklisted by any Govt./Semi Govt./Autonomous Bodies/PSUs/Nationalised banks. The firms contract has not been cancelled before the expiry of contract by CSIP or its any Labs/Institutes". | |

| | Signature of authorized person |
|--------|--------------------------------|
| Date: | Name: |
| Place: | Seal: |



D. PROFORMA FOR FINANCIAL BID

(Annexure-II)

LABOUR CHARGES FOR REPAIR/MAINTENANCE/SERVICING OF CSIR VEICLES

| 1 | 2 | 3 |
|------|---|-------------------------|
| | Works | Labour Charges (in Rs.) |
| | I-SERVICING & RELATED WORKS:- | |
| S-1 | servicing and lubrication & engine oil changing | |
| S-2 | rubbing and polishing | |
| S-3 | gear box & differential oil replenishing | |
| | | |
| | II-ENGINE:- | |
| E-1 | engine tuning MPFI engine | |
| E-2 | cylinder head overhauling | |
| E-3 | complete engine overhauling | |
| E-4 | accelerator cable replacing | |
| E-5 | fan belt replacing | |
| E-6 | car air-conditioner drive belt replacing | |
| E-7 | engine Piston ring set replacing | |
| E-8 | electric Fuel pump repair/replacing | |
| E-9 | replacing flywheel gear ring | |
| E-10 | timing Chain /belt replacing | |



| | | 8 | | |
|----------------------|--|---|--|--|
| E-11 | timing cover oil seal replacing | | | |
| E-12 | engine mounting replacing | | | |
| E-13 | engine head gasket replacing | | | |
| E-14 | engine pump replacing | | | |
| | | | | |
| | III- COOLING SYSTEM | | | |
| C-1 | radiator hose pipe replacing | | | |
| C-2 | radiator opening and minor repairing and refitting | | | |
| C-3 | radiator opening, complete washing of all cores after de-soldering the bottom & top reservoir (tank) and re-soldering and re-fitting | | | |
| C-4 | thermostat valve checking and replacing | | | |
| C-5 | temperature meter assembly. Replacing | | | |
| C-6 | fan blade replacing | | | |
| C-7 | water pump repairing kit replacing | | | |
| | | | | |
| IV- EXHAUST SYSTEM:- | | | | |
| ES-1 | attending and rectification of exhaust gas leakage from clamp | | | |
| ES-2 | replace tail pipe including welding work if required | | | |
| ES-3 | silencer muffler assembly replacement | | | |
| ES-4 | replacing complete silencer assembly | | | |



| ES-5 | silencer pipe bracket replacing | | | |
|------|--|--|--|--|
| | | | | |
| | V-TRANSMISSION SYSTEM:- | | | |
| T-1 | clutch system overhauling (excluding machining jobs) | | | |
| T-2 | clutch free play adjusting | | | |
| T-3 | replacing clutch & brake pedal shaft bushes | | | |
| T-4 | gear Box overhauling | | | |
| T-5 | speedometer drive pinion replacing | | | |
| T-6 | speedometer cable replacing | | | |
| T-7 | propeller shaft U.J. cross kit replacing | | | |
| T-8 | propeller shaft yoke and teeth replacing including machining and welding works | | | |
| T-9 | tail pinion oil seal replacing | | | |
| T-10 | differential gear box overhauling | | | |
| T-11 | rear axle changing | | | |
| T-12 | wheel bearing & oil seal checking | | | |
| | | | | |
| | VI-BRAKE SYSTEM:- | | | |
| BR-1 | brake system overhauling | | | |



| BR-2 | brake drum replacing | |
|------|--|--|
| BR-3 | brake pipe leakage check up and repairing | |
| BR-4 | master cylinder repair kit replacing and brake adjusting | |
| BR-5 | all four wheel brake shoe adjusting | |
| BR-6 | power Brake booster replacing | |
| | | |
| | VII-STEERING & SUSPENSION SYSTEM | |
| SS-1 | suspension system overhauling | |
| SS-2 | suspension rubber bush kit replacing | |
| SS-3 | tie rod end set replacing | |
| SS-4 | steering free play adjusting | |
| SS-5 | wheel alignment checking & adjusting | |
| SS-6 | steering gear box overhauling | |
| SS-7 | replacing spring leaves | |
| SS-8 | rear spring sets re-tensioning & re-cambering | |
| SS-9 | all four wheel balancing | |



| | VIII-AUTO - ELECTRICAL SYSTEM:- |
|-------|--|
| EL-1 | dynamo overhauling |
| EL-2 | alternator overhauling |
| EL-3 | self starter overhauling |
| El- 4 | horn checking and repairing |
| EL-5 | wiper motor repair |
| EL-6 | wiper blade & arm replacing |
| EL-7 | all lights check up & repairing the defective ones |
| EL-8 | replacing ignition switch assembly |
| EL-9 | replacing complete wire harness |
| EL-10 | replacing a meter which is fitted in the dash board /panel |
| EL-11 | replacing petrol tank float unit |
| EL-12 | repairing / replacing steering combination switch assembly |
| EL-13 | battery recharging |
| EL-14 | voltage regulator checking and repair |



| IX-BODY:- | | | |
|-----------|--|--|--|
| B-1 | replacing wind shield rubber channel | | |
| B-2 | door lock repair | | |
| B-3 | door glass regulator machine repair | | |
| B-4 | replacing ventilator glass including rubber channel | | |
| B-5 | replacing all door rubber & window channels including aluminum channel | | |
| B-6 | all four doors adjusting and setting | | |
| B-7 | all four doors pins repairing and door adjusting | | |
| B-8 | nickelling of both front & rear pumpers | | |
| B-9 | nickelling of front grill | | |
| B-10 | door handle replacing | | |
| B-11 | replacing glove box | | |
| B-12 | dicky lock repair/replacing | | |
| B-13 | all door pads including handle replacing | | |
| B-14 | complete body painting -three coats | | |
| B-15 | complete body painting-single coat | | |
| B-16 | ceiling deluxe type fitting | | |
| B-17 | chassis rubberizing | | |
| B-18 | complete floor replacing and welding | | |



| B-19 | half floor replacing and welding | | | | |
|-----------------|--|--|--|--|--|
| B-20 | both running board replacing and touch up painting | | | | |
| B-21 | number plates writing both sides | | | | |
| B-22 | wheel rim painting with silver paint including materials | | | | |
| | | | | | |
| SYSTEM:- X-FUEL | | | | | |
| F-1 | petrol tank repairing /cleaning | | | | |
| F-2 | fuel line leakage check up & repair | | | | |
| F-3 | fuel filter replacing | | | | |
| F-4 | petrol float unit check up and repair | | | | |



E. FORMAT OF AGREEMENT

THIS AGREEMENT made on this day of _____2016 between the COUNCIL OF SCIENTIFIC RESEARCH, a society registered under the Societies Registration Act and having its office at "Anusandhan Bhavan, 2 Rafi Marg, New Delhi (hereinafter referred to as CSIR) of the ONE PART.

AND

(hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the CSIR is desirous of hiring services of workshop for the repair and maintenance of CSIR staff cars/three wheelers and whereas the contractor has offered to provide the services on the terms and conditions hereafter stated.

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

TERMS AND CONDITIONS FOR THE SUCCESSFUL BIDDER

- 1. Relevant taxes, as applicable, shall be deducted from each and every bill submitted. Every bill will have a attached work voucher duly signed by the concerned staff car/vehicle driver.
- 2. A performance security deposit of Rs.1,20,000/-(Rs. One lakh twenty thousand only) in the form of demand draft/ drawn in favor of JS (Admin.), CSIR will be deposited by the successful bidder within 10 days of intimation of award of contract in the form of Bank Guarantee from any of the Nationalized Bank or in the form of DD from any of the Scheduled Bank. After successful completion of the contract, the security deposit will be refunded to the Contractor after adjusting dues, if any, to the Council of Scientific & Industrial Research.
- 3. That the contractor must repair the vehicles within two days from the arrival of vehicle in the workshop and as per the work order sent from CSIR Hqrs. Any deviation from the work order will be considered as breach of contract and will be dealt accordingly.
- 4. The contractor should ensure that the vehicle sent for repair jobs are repaired satisfactorily. If same type of problem arises within six months of repair/service then the contractor has to repair the vehicle for which no labour charge will be paid by CSIR Hqrs.
- 5. All major works carried out will be adequately guaranteed for six months and defects during this period will have to be rectified out free of charge.
- 6. The contractor should ensure that no petrol is taken out of the vehicle under repair job. Amount of petrol is to be recorded in the job card in the presence of the driver while the vehicle is taken to workshop for repair.
- 7. The contractor has to ensure that no idle running is carried out.
- 8. The contractor shall be available on the phone for rendering services on all working days and also on holidays.

- 9. CSIR Hqrs. reserves the right to terminate the contract any time without assigning any reason whatsoever by giving one month of notice in writing. The contractor shall not be entitled for any compensation by reason of such termination.
- 10. Failure by the contractor to meet with any statutory requirement or term of agreement will result in the cancellation of the contract and disqualification of the contractor from participation in any future tender in the CSIR. The security deposit of the firm will also be forfeited.
- 11. The contract would be awarded initially for a period of two years w.e.f. , extendable for another year subject to satisfactory performance.
- 12. In case the winning firm is not able to do the work after accepting the contract it shall forfeit its EMD/ Security Deposit. It would also automatically debar the contractor from any further dealing with CSIR Hqrs.
- 13. No unauthorized work will be carried out in the staff cars/vehicles. Every vehicle coming for repair/service shall be accompanied by a work-order duly signed and stamped by the authorized official in CSIR Hgrs.
- 14. The spare parts used during maintenance/repair should be original (OEM) and of high quality and rates of the parts should be as per approved rate lists of different companies manufacturing the vehicles. The warranty card of original parts so used during maintenance and repair of vehicles must be submitted alongwith bills of respective vehicle. The warranty card must be duly signed & stamped by the contractor.
- 15. Also the original rate list for spare parts shall be supplied by the successful bidder to CSIR Hqrs. Any revision in the prices must be disclosed by the contractor to CSIR Hqrs. along with manufacturer rate list, duly certified by the contractor. The old/replaced parts shall be the property of CSIR Hqrs. and must be returned to CSIR Hqrs. before the submission of bill for payment.

16. SERVICE WARRANTY CLAUSE

| (a) | Any | CSIR | vehicle | coming | at the | contra | ctor's w | vorks | shop | for | servicing | purp | oses, | the |
|---------|-------|---------|-----------|-----------|----------|----------|----------|--------|--------|-------|-----------|---------|--------|------|
| contra | ctor | has to | submit a | certifica | te stati | ing that | change | e of | lubric | ant, | system | G, brea | ak Oil | etc. |
| has be | en | done is | this ser | vicing of | vehicl | e no | a | and | chang | es (| of afores | aid ite | ms wo | ould |
| be requ | uired | again | after run | ning of _ | | kilo | meters o | of thi | is veh | icle. | | | | |

- 17. Conditions of payment will be as under:
- (i) The Contractor will submit the pre-receipted bills in triplicate, on monthly basis, after satisfactory completion of the work which is duly certified by drivers of staff cars/three wheeler. Thereafter the bill will be processed for payment.
- (ii) All bills should be submitted on printed forms, duly signed and pre-receipted.
- (iii) Income Tax and other statutory levies, as applicable from time to time, will be deducted from the bills of the Contractor.



- (iv) In case of any delay in processing of the bills on account of contractor's fault, CSIR will not be responsible for delay in payment.
- (v) The contractor has to submit a certificate (on monthly basis) stating that no payment is pending as on date(last date of every month). In case, any payment is pending, the contractor has to submit copy/ies of duplicate bill/s and necessary approval of bills ,if any, alongwith certificate that payment of this/these bills has not been made as on date(last date of every month). No further claim and interest thereupon arising on account of pending bill in any circumstances will be entertained.
- (vi) In case of opening of any running credit account in the name of CSIR by the successful bidder, it must be conveyed immediately to CSIR.
- $(viii) \qquad \hbox{E-Payment will be done to the contractor. The Contractor will be required to furnish all relevant details of his Bank Account to facilitate e-payment [i.e. ECS Electronic Clearance System / National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS) / Net Banking] by creating the payment directly to the account of Contractor.}$

PENALTIES/LIABLITIES

- 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 contract (i) may be terminated, (ii) the security deposit may be forfeited, and (iii) the work may be got done from any other agency at Contractor's risk and cost.
- 2. That if the Contractor violates any of the terms and conditions of this agreement or commits any default or if his services are not found to the entire satisfaction of officers authorized by the Joint Secretary (Admin), CSIR, a penalty, leading to a deduction of up to a maximum of 10% of the total amount of the bill for a particular month, will be levied.

COMMENCEMENT AND TERMINATION

- 1. That this agreement shall come into force w.e.f.----- and shall remain in force for period of two years. This 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 contract period as stated above
- b) By giving one month prior notice by CSIR on account of:
- (i) Committing breach by the contractor of any of the terms and conditions of this agreement.
- (ii) Assigning the work or any part thereof to any sub-contractor by the contractor without written permission of the CSIR, New Delhi.
- (iii) On contractor being declared insolvent by the competent Court of Law. During the notice period for termination of the contract, under the situations / conditions, as contemplated above, the contractor will continue to discharge his duties as before till the expiry of notice period.



(iv) 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 the notice period or till such time a decision is arrived at.

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 the sole arbitration appointed by Director General, 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 to, is unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person to act as arbitrator in place of the outgoing arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage where it was left by his predecessor or start afresh as the case may be.
- 3. The Arbitrator may give interim award(s) and/or directions, as may be required.
- 4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause. The fee of the Arbitrator shall be shared equally by both the parties.

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

DECLARATION

Place

| 1. | son/daughter/wife of Shri | and |
|----------|---|--------------|
| | Proprietor/Director/authorized signatory of the agency mentioned above, is competent to sign declaration and execute this tender document. | this |
| 2. | I have carefully read and understood all the terms and conditions of the tender and undertak abide by them. | e to |
| nf ia | The information/documents furnished along with the above application are true and author the best of my knowledge and belief. I/we, am /are well aware of the fact that furnishing of any formation/fabricated document would lead to rejection of my/our tender at any stage best bilities towards prosecution under appropriate law and forfeiture of EMD or Performance Guara the case may be. | alse ides |
| n: | ate: | |

Signature of authorized person

FULL NAME:

