

**CSIR - CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS**

(Council of Scientific and Industrial Research)

PO: CIMAP, Lucknow - 226015

**Research Centre, PO: Dairy Farm Nagla (Pantnagar)****District – Udham Singh Nagar, Uttarakhand-263 149****Name of work: Execution of Garden, lawn, distillation, field experimental and general maintenance works at CIMAP RESEARCH CENTER, PANTNAGAR, Uttarakhand**

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***Note :Tenderer should confirm that they have received all the above papers***Received Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ ) only in cash  
vide receipt no. \_\_\_\_\_ dated \_\_\_\_\_ from M/s \_\_\_\_\_

\_\_\_\_\_ as cost of the tender documents

Signature of the Cashier

Tender Issued to. :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Signature of the Officer  
Issuing Tender

Crossed Demand Draft / Bankers cheque from a Nationalized Bank for Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ ) drawn on \_\_\_\_\_

\_\_\_\_\_ is enclosed with the tender

Signature of the Tenderer  
Name of the Tenderer  
Seal of the Tenderer

CSIR - CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS  
(Council of Scientific and Industrial Research)  
PO: CIMAP, Lucknow - 226015  
CIMAP Research Centre, PO: Dairy Farm, Nagla (Pantnagar)  
District – Udham Singh Nagar, Uttarakhand-263 149

### Notice Inviting Tender

Sealed tenders are hereby invited for execution of **Garden, lawn, distillation and general maintenance works** at **CIMAP RESEARCH CENTER, PANTNAGAR, Uttarakhand** from those Contractors who have an experience of minimum one year for carrying out similar jobs during last five years with an annual turnover of not less than 50% of the estimated cost of the tender in Central/ State Govt./ Autonomous Bodies/ Public Sector Undertaking/Institutions and CSIR and have labour contract license.

The estimated cost of works is **Rs. 44 Lacs ( Rupees Forty four Lacs only )** per year approximately. Earnest Money of the work is **Rs.88,000=00 (Rupees eighty eight thousand only)** which may be deposited by Demand Draft drawn on any Nationalized Bank in favour of Director, CIMAP, Lucknow along with the Tender Form.

Tender form can be obtained from the office of SCIENTIST-IN-CHARGE, CIMAP RESEARCH CENTRE, NAGLA (PANTNAGAR) during all working days from 10 A.M. to 4.30 P.M. from **08-09-2014 to 29-09-2014** on cash payment of Rs.1000/- ( Rupees one thousand only with 13.5% VAT extra) which is non refundable. The tenders duly filled and sealed will be received upto **3 PM** on **30-09-2014** at office of SCIENTIST-IN-CHARGE, CIMAP RESEARCH CENTRE, NAGLA (PANTNAGAR) and will be opened on the same day at **4 PM** in the presence of the Tenderers or their representatives, if any.

Tender documents will be issued to the contractors on production of labour contract license issued by Labour Commissioner (Central), satisfactory performance certificate of the work done for minimum one year in similar works during last five years from competent authority showing annual turnover for not less than 50% of the estimated cost of the tender. The tender document can also be downloaded from CIMAP website [www.cimap.res.in](http://www.cimap.res.in) and the cost of tender Rs.1000/- ( Rupees one thousand only with 13.5% VAT extra) to be paid through D.D./ Pay order in favour of Director, CIMAP, Lucknow along with technical bid.

The contractor shall produce a license from the Labour Commissioner, Ministry of Labour, Govt of India within one month of the award of work to him for undertaking the work and also submit EPF, ESI and service tax, etc. registration within one month of the award of the contract, if not registered earlier. If the license/registrations are not received by the stipulated time, the award of work to him shall be liable to be cancelled and earnest money will be forfeited.

The Director, CIMAP, Lucknow reserves the right to accept tender in part or to reject any/ all the tenders without assigning any reason (s) thereof.

Scientist-In-Charge

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Mode of pay	<p>Monthly payment will be made on the production of bill, acquaintance rolls after payment to the labourers is made by the contractor positively before 10<sup>th</sup> of the month. Further, contractor will attach the copies of the challan of EPF &amp; ESI of previous month along with bills. Income Tax &amp; other statutory deductions as applicable from time to time shall be made from the monthly bills as per Govt. rules.</p> <p>The employer part of ESI, Bonus and other statutory liabilities as applicable from time to time will be reimbursed by institute only after the proof of deposition/ payment in the respective accounts of the beneficiaries/ organization is produced by the contractor. Further, the employer part of EPF will be reimbursed by institute after verifying the challans with credit history, acquaintance roll, Bank statement as a proof that the employee and employer part of EPF have been deposited by contractor to EPFO and the same have been credited to beneficiaries account.</p>
Earnest Money to be deposited with the tender	The contractor shall be deposit EMD for an amount Rs.88000=00 (Rupees eighty eight thousand only) in the form of an Account Payee Demand Draft from a Nationalized/ Commercial bank in favour of <b>The Director, CIMAP, Lucknow</b> along with the Technical Bid. The Bid security will remain valid for a period of ninety days beyond the final bid-validity period. EMD shall be forfeited , if the successful bidder fails to sign the formal agreement and start the work within the specified period or neglects to execute the contract or fails to furnish the required Performance Security within the time frame specified by the CIMAP. EMD can also be forfeited, if the tenderer submits false/fraud documents.
Security Deposit	The contractor shall be required to deposit 10% of the contract value of the work awarded to him in the form of FDR/ DD. This security money will be refunded after expiry of the contract and submission of the challans with credit history and Form 23 ensuring that EPF, ESI, if applicable and service tax, etc. have been deposited by the contractor. The security money will be forfeited in case, the contractor fails to execute the works as per the terms and conditions of the agreement leading to midway termination of the contract. This security deposit shall not carry any interest. Earnest Money deposited with the tender will be treated as a part of the security deposit on award of work.
Service Charge	Percentage of service charge on minimum wages payable from time to time for providing the manpower for completion of works.
Conditional bids	Conditional bids will summarily be rejected.
Duration of Contract	The contract may be valid initially for a period of one year. However, the Director, CIMAP reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to mutually.
Arbitration	The courts at Lucknow shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

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**District – Udham Singh Nagar, Uttarakhand-263 149**

**TERMS AND CONDITIONS**

Sealed tenders should be submitted in the Office of SCIENTIST-IN-CHARGE, CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS, RESEARCH CENTRE, NAGLA (PANTNAGAR). The envelope should be super scribed “Tender for execution of **Garden, lawn, distillation and general maintenance works at CIMAP RESEARCH CENTER, Pantnagar, Uttarakhand** ” due on **30-09-2014 at 3.00 PM.**

1. Tender should be submitted in double cover as mentioned below:

**Envelope “A” should contain the following :-**

- (i) Particular of the Tenderer duly filled in the Form-II (attached to this Tender).
- (ii) Experience and performance Certificates including the last work undertaken as provided at Form-III
- (iii) A copy of partnership deed, in case of partnership firms.
- (iv) Full particulars, in case of Co-operative society for satisfactory running of Co-operative for one year.
- (v) Copy of the income tax return of the preceding year.
- (vi) The bidding contractor/ Firm has to submit a written undertaking along with Technical Bid that they have cleared all the statutory liabilities viz. EPF, ESI, minimum wages etc. of the labour contract while he/his firm was dealing with any Govt./semi Govt./CSIR Institution for last three years.
- (vii) EPF, ESI & Service tax registration, if registered or else submit with in a month of award of the contract.
- (viii) Demand Draft for earnest money.
- (ix) Character Certificate: In the form of an affidavit on the stamp paper of Rs. 100/= to the effect that the Contractor/ Firm has not been black listed by any Govt. deptt./ CSIR and also that there is no criminal case pending against the Firm/ Contractor in any Court of Law or certificate issued by DM, but not before one year.
- (x) Tender document duly signed on each page by authorized signatory.

**Envelope “B” should contain the following:**

- (i) Tender Contract value in enclosed proforma for schedule of Contract value in Form-I

Each of the above envelopes shall be sealed.

2. The Director CIMAP reserves the right to scrutinize credentials of all tenders, and to arrive at a conclusion to its satisfaction regarding the suitability of the party based on such examination/enquiry as deemed necessary, issuing of tender form will not as such be accepted as proof of eligibility for the contract. A committee will first open envelope "A" in respect of Tenderers and after the committee has satisfied itself that all documents/information required from the offerer have been furnished and the Tenderers is found suitable and competent for performing the job, It will open the envelope "B". In case the Tender withholds information documents or the party is not found suitable, envelope "B" submitted by him shall not be opened and the Tender will be rejected out rightly.

Attested copies of performance and experience certificates including the last work undertaken given by organizations/ undertakings that the contractor has undertaken satisfactorily similar works. The certificate should be signed by the Head of Office/Administrative Officer. If the signatures are not legible his name may be indicated alongwith telephone nos. The original certificate should be produced before award of the contract.

4. For partnership firms, a copy of the partnership deed may be furnished.

5. In case of Co-operative Society a copy of each of article of association and the latest certificate from the Registrar, Co-operative Societies mentioning that the Co-operative societies functioning satisfactorily for the last two years as per latest Audit Reports and other relevant record of the society.

6. The contractor shall furnish the indemnity bond from the General Insurance company at his own cost to indemnify CIMAP/CSIR against any claim arising out of or connected with the Tender.

7. Copy of the Income Tax return of the preceding year in the prescribed proforma issued in the name of the firm/Co-operative society should be enclosed with the Tender.

8. **Earnest Money Rs.88,000/-** in the form of an Account payee Demand Draft drawn on a Nationalized Bank/ Commercial Bank in favour of DIRECTOR, CIMAP, LUCKNOW should be attached with the technical bid in envelope A. Tender without earnest money will not be considered.

9. A character certificate in the form of an affidavit on the stamp paper of Rs. 100/= to the effect that the Contractor/ Firm has not been black listed by any Govt. depts./ CSIR and also that the Firm/ Tenderer or in case of partnership firm, any of the partners and in case of Co-operative society, the chairman or the secretary of the Co-operative society, whose name find place in the registration documents of the Co-operative society have no criminal record or certificate issued by DM, but not before one year.

10. The contractor shall have to carry out Field operations/work as detailed in Annexure-I as per our requirement. Either contractor or his representative have to be present at the sites for supervision.

11. The contractor shall comply with all the provisions of Contract labour laws including Employees State Insurance Act and shall keep CIMAP absolved from all acts and omissions, falls breaches and/or claims, demands, loss, injury and expenses to which CIMAP may be put or involved as a result the contractor failure to fulfill any of the above obligations and CIMAP shall be entitled to recover any such losses and expenses which may have to suffer on account of such claims demands loss or injury from the contractors monthly bill or from security deposit or from any money due to contractor without prejudice to its any other rights under the law.

12. The persons employed by the contractor for the work shall be the employees of the contractor for all intents and purposes, and no case shall relationship of employer and employee between the said person and CIMAP (CSIR) shall accrue implicitly or explicitly.

13. The labour engaged by the contractor shall remain under the control and supervision of the contractor and the contractor shall be liable for payment of their wages, etc. and all other dues as applicable and amended from time to time which the contractor is liable to pay under the Contract Labour (Regulation and Abolition) Act 1970 and other statutory provisions.

14. The contractor shall ensure that all the workers shall get minimum wages and other benefits as admissible under various Labour Laws. The contractor shall provide full information in respect of the wages, etc. paid to its employees so deployed in conformity with the provisions of Contract Labour (Regulation and Abolition) Act 1970.

15. The contractor shall be submitting documentary proof of EPF, ESI & Service tax registration, within one month of the award of contract'. And will be responsible for fulfilling all his obligations towards the persons deployed under law namely Minimum Wages Act, EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, service tax, etc as applicable and amended from time to time and should produce an documentary evidence of payment having made to the concerned organizations as per rules with no obligation whatsoever on the part of CIMAP ( CSIR ) either implicitly or explicitly.

16. The contract remain in force for a period of one year from the date of commencement of the shall work unless terminated earlier at the discretion of Director, CIMAP, Lucknow on happening of any of the circumstances as indicated below.

- a) On the expiry of the contract period as stated above or by giving one month notice on either side
- b) By giving one month notice by CIMAP (CSIR) without assigning any reason
- c) Committing breach by the Contractor of any of the terms and conditions of the agreement
- d) On assigning the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third party/ person by entrusting the whole or part of the contract to any third party/ person
- e) The Contractor being declared insolvent by the competent court of law.

The Contractor shall keep on discharging his duties as before till the last date of expiry of the notice period as stipulated above.

17. The Contractor must remove all workers deployed by him on termination of the contract or any ground whatsoever from the premises of the CIMAP and ensure that no person shall create any disruption/hindrance/problem of any nature to CIMAP (CSIR)

18. The Contractor has to supply Highly skilled/ skilled/ Semi-skilled workers for a short period, if required for specific technical/ experimental works. The wages for the same will be reimbursed to the Contractor on actual minimum wages basis after the payments were made to the workers.

19. The Contractor shall make the payment of wages, etc. to the workers deployed by him and shall furnish a undertaking every month that all the dues have been paid to the workers and others liabilities towards EPF, ESI, if applicable and Service Tax, etc. have been fulfilled. The Contractor will maintain proper records of wage register/muster roll for the whole period of contract and should be able to produce the same as and when required. The wages shall be disbursed by 10<sup>th</sup> of the following month, before presenting his monthly bill for the work done during the month duly certified to the office that the works has been carried out satisfactory by the representative of the Director. If the wages are not paid by the Contractor on time, the office shall have the right to deduct the amount from the dues of the Contractor and pay the wages itself. This obligation is imposed on the Contractor to ensure that the Contractor is fulfilling his commitment towards his workers so deployed under various labour laws, having regard to the duties of CIMAP (CSIR) 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 contractors labour regulations made by CSIR from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction unauthorizedly made, maintenance of wage book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.

20. Monthly payment of cheque will be released to the contractor only after verification of photocopies of Service tax, EPF & ESI challan of previous month and payment of current bill has been made to the workers as per minimum wages.

21. The Contractor must be registered under the Contract Labour (Regulation and Abolition) Act 1970 as amended. Any obligations and/or formalities which for the purpose of entering into, and/or execution of the contract shall be carried out by the Contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the CIMAP (CSIR). The contractor shall be solely liable for any violation of provisions of the said Act or any other Act.

22. The contract may be valid initially for a period of one year. However, the Director, CIMAP reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to mutually.

23. In connection with the services to be provided, the contractor will deploy all the labourers for work between the age of minimum 18 years and maximum 50 years.
24. The contractor may require to engage daily an effective strength of labourers for carrying out the works, as required and **an average of 34 Unskilled, 04 Highly skilled, 06 Skilled and 02 Safaiwala workers per day** would be required for carrying out the quality work.
25. To carry out the works as listed in Annexure-I about **10608 unskilled, 1248 Highly Skilled, 1872 Skilled and 624 Safaiwala man days** may be required per year for quality work in the campus of CIMAP Research Centre, Pantnagar.
26. **The Contractor shall be paid on monthly basis by cheque against the monthly bill for actual workers engaged during the month for the operations as listed in Annexure-I duly verified and certified by the person authorized by the Director, CIMAP, Lucknow or Scientist-In-Charge of the Center for the purpose. On certifying that the work has been done satisfactorily and after fulfilling the conditions laid out at S.No20, the bill shall be paid within 10 days of submitting the bill to the office.**
27. In case any of the worker (s) so deployed by the Contractor does not come up to the mark or does not perform his duties properly or any report is received by the contractor about the said person's negligence or non-performance of duty or any unlawful activities or joining in union/ associations activities of disorderly conduct, the contractor shall, take suitable action against such workers on the report of the authorized Representative of CIMAP. The Contractor shall immediately replace that particular person so deployed.
28. Workers provided by the Contractor for executing the work contracted out shall be employees of the Contractor and will be on his pay role and shall receive instructions from him for the work to be carried out by them and for effective discharge of the work. The work will be supervised by the Representative of CIMAP and the contract workers shall abide by his instructions.
29. The contractor shall provide identity cards to the workers employed by him bearing their photographs, name of the worker, father's name, date of birth and residential address etc. which shall be produced by the worker on demand of any officer or staff of CIMAP authorized for this purpose. Further, all the above shall also be submitted to the office.
30. The Contractor shall engage only physically fit labourers for the works at his sole and own risk.
31. The Contractor shall be responsible for any loss or damage caused by him or any of his workers by theft or otherwise to the property of the CIMAP and shall pay to CIMAP on demand at the current value of such properties.
32. In the event of any question or dispute/ differences arising in this regard in respect of any matter and during the continuance of the contract or thereafter the same shall be referred



to the sole arbitration to DG, CSIR or his nominee. The decision of the arbitrator shall be final and binding on both the parties.

33. The Contractor shall be bound to replace such workers whose conduct and services are not found satisfactory by CIMAP.

34. On award of the contract, the contractor should deposit in CIMAP a sum of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ ) in the form of DD/ FDR drawn from a Nationalized Bank in favour of Director, CIMAP, Lucknow as security money which shall be valid for one year from the date of commencement of contract period. The security money so deposited will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss or damage if any sustained by the institute on account of failure or negligence on the part of any of his workers. The security deposit shall be 10% of the contract offered value of work by the bidders.

35. The security money will be refunded to the Contractor after the satisfactory performance of the contractor on expiry of the contract period and submission of challans with credit history and Form 23 for EPF and ESI (if applicable) and Service tax, etc. have been deposited by the contractor. The security money will be forfeited in case, the contractor fails to execute the works as per the terms and conditions of the agreement leading to midway termination of the contract. This security deposit shall not carry any interest.

36. The Contractor will have to maintain the Experimental Research Farm (Center) in good condition as per our daily requirements in consultation with Scientist-In-Charge.

37. The contractor will have to execute an agreement after the award of the work but before the commencement of work.

38. The last month payment of the contract will be paid only after receiving the satisfactory completion certificate.

39. The Director, CIMAP, Lucknow reserves the right to accept the tender in part or to reject any or all the tenders without assigning any reasons thereof

40. The contractor shall have to maintain at his own expense attendance register throughout the contract period in which the daily attendance of the workers shall be recorded.

41. The contractor himself or shall maintain supervisor(s) who shall call the worker(s) to record their attendance.

42. The contractor shall produce a license from the Labour Commissioner, Ministry of Labour, Govt of India within one month of the award of work to him for undertaking the work and also submit Service tax, EPF & ESI registrations within one month of the award of the contract, if not registered earlier. If the license/registrations are not received by the stipulated time, the award of work to him shall be liable to be cancelled and earnest money will be forfeited. Income Tax, shall be deducted at source @ applicable to be remitted to Income Tax Department.

43. Tools and implements and machines required for carrying out different work will be provided by the institute except the small ones to be provided by the Contractor like: Phawda, Jhabbal, Gainti, Khurpi, Darati, Kassi, etc.
44. The Contractor or his authorized representative(s) shall have to be present on the site of work and will be responsible for execution of contract.
45. Tender submitted shall remain valid for 90 days from the date of opening for purpose of acceptance and award of work, validity beyond 90 days from the date of opening shall be by mutual consent.
46. In addition, all terms and conditions mentioned in the model agreement attached and marked as Annexure-II shall be applicable.

**ANNEXURE – I****List of works for Garden, lawn, experimental fields, distillation and general maintenance**

Sl.no.	Operation
	<b>Garden, lawn and distillation</b>
1.	Maintenance of Parks and Gardens of medicinal and aromatic plants with different field operations including lopping of trees
2.	Maintenance of lawns, flowering beds, potted house plants, raising nursery of seasonal flowers, removing of weeds, hedge cutting, moving and scrapping of lawn, watering of potted plants, etc.
3.	Growing of MAPs in conservatories, experimental fields and demonstration plots and their maintenance including field operations
4.	Distillation work- Charging, firing of furnace, discharging and disposal of distillation waste material with departmental tractor, Drying of distillation waste materials by spreading and storing in heaps under shed, etc.
5.	Maintenance of boundary and fencing of the campus
6.	Various other miscellaneous Field operations related to experimental fields including layout of plots with fine leveling and its repair, transplanting/ gap filling/ thinning of seedlings, raising of plantlets in Polybags, earthing in different crops, digging of pits, spraying of insecticides/ weedicides, repair of field plots, especially after heavy rains, picking of flowers/ collection of seeds, pruning of rose plants/ trees, maintenance of roads, etc
	<b>General maintenance</b>
7.	<b>Highly Skilled person- one:</b> Regular maintenance and attending to complaints related to electric supply in the campus, street lights, electric motors in tubewells, electric fittings in quarters and office building, generator operation, etc.
8.	<b>Highly Skilled person- Two:</b> Driving tractor for field operations including ploughing, levelling, transporting of materials, etc.
9.	<b>Highly Skilled person- one:</b> Help in laboratory and typing (Hindi/ English) on computer
10.	<b>Skilled person- one:</b> Maintenance of guest house/up keeping, food preparation for guests (Breakfast, Lunch and Dinner), tea/ refreshments making and serving to office staff during working hours, etc.
11.	<b>Skilled person- one:</b> Maintenance of water supply lines and its' fittings, attending complaints related to plumbing jobs, help in distillation operation and other general maintenance works, etc.
12.	<b>Skilled person- Three:</b> Assistance in laboratory and field for experimental works, etc.
13.	<b>Skilled person- one:</b> growing and maintenance of seasonal flower beds and potted house plants, hedge cutting, maintenance of rose beds, budding of roses, etc.
14.	<b>Safaiwala ( sweeping and cleaning)- Two:</b> Sweeping and cleaning of office building and its surrounding area, cleaning of sewage pits, distillation complex and pucca roads, etc.

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Schedule of Contract Value

Execution of Garden, lawn, distillation and general maintenance works at  
 CIMAP RESEARCH CENTER, PANTNAGAR

1. Name of the Party/Firm :
2. Address in full :
3. Registration License No.(s) :
  - (a) Under C.L. (R&A) Act 1970 :
  - (b) ESI Act :
  - (c) EPF Act :
  - (d) Service Tax :
4. Percentage of Service Charge on minimum wages payable from time to time for providing the manpower for completion of works as required and described in Annexure - I :

Rate of service charge (in figures)	Rate of service charges ( in words )

- Note :
1. The Contractor may visit the Experimental Research Farm to see the crops and various activities before quoting the rates for contract
  - Tenderers are responsible for fulfilling all liabilities towards the persons deployed under law namely Minimum Wages Act, EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, service tax, etc. as applicable and amended from time to time.
  3. Conditional bids will be summarily rejected.
  4. Tenderers should sign all the papers attached with the Tender.
  5. Details of work carried out must be indicated in the proforma attached.
  6. Separate sheet may be enclosed if the space provided in this form is insufficient.
  7. Service Charge will be paid on wages paid to the laboures only.
  8. The criteria of evaluation of lowest bidders shall be the Service Charge (in percentage) as quoted by the tenderer.

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PARTICULARS OF THE PARTY

1. Name of Tenderer :
2. Name of Firm :
3. Address & Telephone No. :
4. In case of partnership Firm :

Sl. No.	Name of the partners	Address with Telephone Nos.
1.		
2.		
3.		

Partnership deed must be enclosed in case of partnership firm:

7. In case of Co-operative Society:

Sl. No.	Name of the Chairman and Secretary	Address with Telephone No.
1.		
2.		

8. Name of the Bankers with full address ( where the party maintains the account)
9. Name and address of the person holding power of attorney in case of partnership firms/ Co-operative society
10. Labour license no. provided by Labour Commissioner

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**EXPERIENCE CERTIFICATE**

Detail of the works completed satisfactorily during last five years and annual turnover which must not be less than 50% of the estimated value for which tender is being given:

Sl.No.	Name of the work	Site of work	Period of work	Value of work/annual turnover/ Area under taken	Name of the Organization & In-Charge under whom work was done*
1.					
2.					
3.					
4.					
5.					

\* Certificate of satisfactory completion of work signed by Head of Office/Administrative Officer must be attached.

AGREEMENT FOR THE CONTRACT OF .....

This AGREEMENT made on this day of ..... Between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a society registered under the Societies Registration Act and having its office at “Anusandhan Bhawan”, Rafi Marg, New Delhi (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its successors and assign of the ONE PART.

AND..... (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 CSIR is desirous of giving a job contract for providing manpower with minimum output as per norms for the work of ....., which is a constituent unit of CSIR (hereinafter referred to as Lab/Instt) and whereas the contractor has offered to provide the man power 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 and any other bar for him in this respect. Any obligation 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. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR has agreed to award the contract of work of ..... ,” hereinafter mentioned as work assigned details of which are given at .....

AND WHEREAS the Contractor has agreed to furnish to the Lab/Instt. a security deposit of Rs. .... By way of DD in the name of Director,CIMAP,Lucknow of any Nationalized Bank. Lucknow.

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

**GENERAL CONDITIONS**

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 employed and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.

That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in, consultation with Director of the Lab./Instt. Or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director of the Institute, 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 Lab./Instt. or the officer designated by the Director in this respect from time to time.

That the Director of the Lab./Instt. or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.

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 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 Lab./Instt/CSIR in this respect. Further, the Contractor shall immediately replace the particular persons so deployed on the demand of the Director of the Lab./Instt/CSIR in case of any of the aforesaid acts on the part of the said person.

#### CONTRACTOR'S OBLIGATIONS

That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure-'A' as deemed fit by him in consultation with the Lab.

That for performing the assigned work, the contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the contractor shall be from amongst the retired/released ex-service personnel of high integrity and good conduct and preferably below the age of 50 years.

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 Lab./Instt/CSIR for the purpose of proper identification of the employees of the Contractor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.

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 at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR 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 Act and/ or any other Rules/regulations and/ or statutes that may be applicable to them.



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 indemnified from all acts of omission, faults, 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 these, the CSIR shall be entitled to recover any of the such losses or expenses, which may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's monthly payment.

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 officer of CSIR/LAB./Instt.

That the Contractor shall make the payment of wages, etc, to the persons so deployed in the presence of representative of the Lab./Instt/CSIR and shall on demand furnish copies of wage register/muster roll etc. to the Lab/Instt. 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 hi employees so deployed under various Labour Laws, having regard to the duties of CSIR in this respect as per the provisions of contractor 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 unauthorziedly made, maintenance of wages book, wage slip publication of scale of wage and terms of employment, inspection and submission of periodical returns.

That the Contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at CSIR Lab./Instt. In their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.

The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR/.

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 (Regulation and Abolition) Act, 1970 as amended from time to time or in 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 of the Lab/Instt. A sum as may be claimed by Lab/Instt/CSIR.

The Contractor shall remove all workers deployed by him termination of the contract or on expiry of the contract from the premises of the Lab/Instt. and ensure that no such person shall create any disruption/hindrance/problem of any nature in Lab/Instt. either explicitly or implicitly.

The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

The security will be refunded to the Contractor within one month of the expiry of the Contract only on the satisfactory performance of the contract.

That the Contractor shall keep the CSIR 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 is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.

The Contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payment due to the Contractor under this contract.

That the Contractor shall ensure that the persons so deployed do not allow any property of the CSIR to be taken out of the premises without a Gate Pass signed by the designated officials of the Lab/Instt. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen in writing to the Contractor along with subsequent changes, if any. The Controller of Administration/Administrative officer of the Lab/Instt. Shall make suitable arrangement to ensure compliance.

That the contractor shall report promptly to the Lab/Instt. Any theft or pilferage that takes place or where 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 Lab/Instt and if there is any loss to the Lab/Instt on account of dishonesty, and/or due to any lapse on the part of the Contractor shall make good on demand the loss to the Lab/Instt.

That the uniforms supplied by the Contractor at his own cost to the persons deployed for this work shall include khaki bush-shirt army cut anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, shistle, loaded torches, etc. the seasonal equipment such as jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the Contractor at his cost and CSIR shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the Lab/Instt. (optional)

## CSIR'S OBLIGATIONS

That in consideration of the manpower provided by the contractor as stated above, he shall be paid actual wages plus service charges of the manpower on monthly basis. Such payment shall be made by the 10<sup>th</sup> day of the month on the basis of the bills raised by the Contractor and duly certified by the officer designated by Lab/Instt.

That the aforesaid actual amount of service charges has been agreed to be paid by CSIR to the Contractor.

That payment on account of enhancement/ escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR to the Contractor.

That the CSIR/Lab/Instt/ shall reimburse the amount of services tax, if any, paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.

## PENALTIES/LIABILITIES

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.

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 Lab in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

## COMMENCEMENT AND TERMINATION

That this agreement shall come into force w.e.f. .... and shall remain in force for a period of one year i.e. .... This agreement may be extended on such terms and conditions as are mutually agreed upon.

That this agreement may be terminated on any of the following contingencies:-

On the expiry of the contract period as stated above.

By giving one month's notice by CSIR on account of :

Committing breach by the Contractor of any of the terms and conditions of this agreement.

Assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of the Lab./Instt.

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.

ARBITRATION

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 to DGCSIR or his nominee.

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.

The Arbitrator may give interim award (s) and/or directions, as may be required.

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

For and on behalf of  
The Contractor

For an on behalf of  
Council of Scientific & Industrial Research,  
Anusandhan Bhawan Marg Rafi,  
New Delhi- 110 001

WITNESS

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