



**CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS  
(Council of Scientific and Industrial Research)**

Post Office-CIMAP, Lucknow-226015

Name of Work: **Rendering sanitation services to building at CIMAP Campus, Lucknow.**

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**Note: Tenderes should confirm that they have received all the above papers from S. No. 1 to 10.**

M/s.....

Received Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ ) only in cash vide Challan  
no. \_\_\_\_\_ dated \_\_\_\_\_ from M/s \_\_\_\_\_  
\_\_\_\_\_ towards cost of the tender documents

Signature of the Tender Issuing Officer

Crossed Demand Draft/ Bankers cheque from a Nationalized Bank for Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ ) drawn on \_\_\_\_\_ is enclosed with the  
tender towards cost of Tender

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

Particulars of Earnest Money

Crossed Demand Draft No: .....Dated.....for

**Rs77,900.00 (Rupees Seventy seven thousand, nine hundred only) .** Drawn in favor of the

Director, CIMAP, Lucknow issued by schedule bank .

**Signature of Tenderer**



CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTTS  
(Council of scientific & Industrial Research)  
Post office CIMAP, Lucknow-226015.

NOTICE INVITING TENDER

Sealed tenders in **TWO BID SYSTEM** (Technical Bid and Price Bid) are hereby invited from financially sound parties in prescribed format for awarding the work : **Rendering sanitation services to building at CIMAP Campus, Lucknow** in an approximate area measuring 25,000 sq m at CIMAP, Lucknow From the contractors of appropriate class, who have working experience of **cleaning and sanitation work at Research Laboratories & Animal House at least Five years in CSIR/ Central/ State Govt./ Autonomous Bodies/ Institutions/ Hospitals** from those who have carried out similar works.. The Estimated cost is **38.93 Lakhs** approximately per annum and **earnest money is Rs77,900.00 (Rupees Seventy seven thousand, nine hundred only**

1. Tenderer should have successfully completed **similar type of work** at least three work amounting to 40% (**15.60 Lakhs**) or two works of 50% (**Rs19.50 Lakhs**) or at least one work amounting to 80% (**Rs31.15 Lakhs**) value of estimated cost or above in single contract during the last five year **ending 31.12.2014**.
2. Registration certificate/ Licence issued from Assistant Labour Commissioner / Regional Labour Commissioner (Central)
3. Registration certificate from EPF, ESI and service tax authorities.
4. Copy of pan card.
5. The contractor should have local office and bank account preferably in State Bank of India at Lucknow for ensuring satisfactory fulfillment of Contractual obligations.
6. Proof of submission of EPF and ESI with the concerned authorities.

If contractors not producing proof of possessing item no: 1 to 6 are liable to be rejected without any notice.

ALL CREDENTIALS SUBMITTED BY THE CONTRACTOR SHALL BE **“SELF ATTESTED”** The tender will be in two bid system. Cover – I shall be super scribed as “Technical Bid” and shall contain the following:

1. Tender fee of Rs500.00 (Non refundable) } Separate Demand Draft drawn in favour of
2. EMD of **Rs77,900.00** (Bank Draft) } Director, CSIR – CIMAP, Lucknow.
3. Requisite experience proof along with certificate regarding satisfactory completion of work.
4. Registration certificate from EPF, ESI and service tax authorities.
5. Registration certificate/ Licence issued from Assistant Labour Commissioner / Regional Labour Commissioner (Central)
6. Copy of pan card.
7. Valid Character certificate from District Magistrate or a valid Character Certificate in the form of an Affidavit on the original stamp paper of Rs.100/- to the effect that the contractor/firm has not been blacklisted by any Govt. deptt /CSIR as also that there is no criminal case pending against the firm/contractor in any court of Law..
8. Proof of submission of EPF and ESI with the concerned authorities.
9. Registration certificate under works contract sales tax.
10. A copy of partnership deed, in case of partnership firms.
11. Full particulars, in case of Co – operative society for satisfactory running of co- operative for two years.
12. Duly filled and signed Tender documents except pries bid.



**Cover – II** should be superscribed as **“Financial bid”** and should be contain only the contractor’s quoted rates in the enclosed format. **Cover –II** will be opened only if the Institute is satisfied with the Technical bid which will be opened first. Any type of correction, overwriting or erasing will lead to disqualification of the tender. Both the cover –I & cover - II may be placed and submitted in another wax sealed cover super scribed **“Rendering sanitation services to building at CSIR - CIMAP Campus, Lucknow”** and addressed to the Director, CSIR- Central Institute of Medicinal and Aromatic Plants, Post office CIMAP, Lucknow- 226015. Institute will not be responsible for any postal delays etc.

Before submitting the tender please go through all the terms and conditions on which the work will be awarded and to be executed by the successful tenderer. Tender documents shall be issued during office hours in the office of **Controller of Administration**, CIMAP, CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS , Post office CIMAP, Lucknow-226015 from **11.03.2015 to 19.03.2015** on cash payment of **Rs500.00 (Rupees Five Hundred only)** or Tender papers along with terms & conditions can be downloaded from the institute web site; [www.cimap.res.in](http://www.cimap.res.in) and the duly completed tenders may be dropped in the tender box kept in the office of **Controller of Administration**, CSIR - CIMAP, CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS ,Post office CIMAP, Lucknow-226015 in a wax sealed cover super scribed **“Rendering sanitation services to building at CSIR - CIMAP Campus, Lucknow” up to 2.30 P.M.** on dated: **23.03.2015** and will be opened at **3.30 PM** on the same day in the presence of the tenderers or their authorized representative, present if any. The opening date of financial bids of the successful technical bidders will be intimated by post / Telephone.

The Director, CSIR - CIMAP reserves the right to accept or reject any tender bid without assigning any reasons whatsoever and his decision will be final and binding on all the parties.

Controller of Administration



#### **Annexure-A**

### **DETAIL OF SERVICES TO BE RENDERED**

The services to be rendered and provided by the contractor to CIMAP. The rates tendered are inclusive of the following

#### **A. DAILY:**

- a). Proper and efficient daily cleaning and sweeping of all the floors of office/ Laboratory building, staircases, corridors, approach roads and other open spaces.
- b). Daily wet moping of all mosaic, kota stone, marble stone flooring, glazed tiles in corridors lobbies, canteen, guest house etc. before the opening of the office.
- c). Proper and daily effective cleaning and washing of toilet, urinals, wash basins, sink in all wash rooms, sanitary fitting and fixture using VIM/liquid soap/detergent, sprinkling of phenols / surfexo, sani - fresh etc.
- d). Daily cleaning and positioning of dust bins, refuse bins garbage bin wherever located.
- e). Providing sanitary cubes, air purifier (Odonil), naphthalene balls, tissue paper, liquid soap etc. in all toilets.
- f). If there is any blockage in toilets in sewer, waste water lines, storm water pipes same would be attended as directed.
- g). Supplying of washed towels in all toilets twice a day, first in the morning and changing the same during lunch hrs.
- h). Dusting of all items of office and Laboratory furniture's (wooden, steel and upholstered), fixtures, partition walls, doors, windows, notice boards, flower vase, art-objects provided in all the places in the space during the time of opening of the office.
  - a). Spraying room refreshner of approved quality and perfume in Director's office, Conference room, Auditorium, Seminar room, Guest House and other places as directed.

#### **B. Bi – weekly:**

##### **AUDITORIUM AND CONFRENCES, SEMINAR ROOM**

- i). Cleaning of all roofs in the campus building at least bi-weekly or as & when asked for.
- ii). Proper and efficient cleaning of floors and walls.
- iii). Dusting and proper cleaning with wet cloth and wax polishing of all items of furnitures and their proper positioning.
- iv). Dusting and proper cleaning of floor carpet by vacuum cleaner.



**C. Weekly:**

- i) Proper and effective washing, swabbing of all floors and glazed tiles, skirting and dados and wax-polishing of all terrazzo marbles and marble floors, replacing of furniture and other items in their proper position, disturbed while cleaning and polishing of floors.
- ii) Proper and effective cleaning and polishing of the window panes, side glazing and partition of glass houses, venetian blinds and pelmets etc.
- iii) Brasso – polishing (of good quality) of all brass works plaques doors knobs, name plates, boards etc.
- iv) Proper and effective cleaning of Rolling shutters , bars, boundary wall railing, light fittings etc. in the open spaces.

**D. MONTHLY AND ALSO AS WHEN NECESSARY**

- i) Cleaning of ceiling fans / tube lights in Labs & offices/ corridors/ Lobby.
- ii) Proper and effective cleaning of ceiling and dusting cleaning cobwebs.
- iii) Black wax polishing of marble, mosaic clad columns in corridors, Laboratory buildings, Guest house and other places.

**E. QUARTERLY**

- i) Proper and effective cleaning, oiling, greasing of door knobs, hinges, locks and rolling shutters.
- ii) Cleaning of water storage over head tanks .
- iii) Bulk disposal of waste/ boiler and Incinerators ash etc to the point of dumping as identified by the Nagar Nigam

All the above services and any other work of similar nature as may be entrusted to the contractor from time to time by CIMAP are to be rendered without causing any hindrance or disturbance to the persons/ CIMAP Staff working before, during and after normal working hours and shall be carried out effectively and in consonance and conformity with the standards of a neatly maintained office premises.

**In addition the Contractor should ensure the availability of following items with his staff for effective cleaning performance:**

- i) Two dry vacuum cleaners.
- ii) One floor scrubber cum wet vacuum cleaner (walk behind type).
- iii) One wet jet washer.
- iv) One floor scrubber-cum-wet dry battery operated (ride-on-type)
- v) Man – pulled trolley for disposal or daily generated garbage from different sites.



- The contractor's workers may also be asked to attend to shifting of minor equipments/ Laboratory furniture's within the campus if required.

**List showing minimum quantity of material to be consumed / supplied by the contractor per month for rendering the services contracted for .**

Sl.no	Item	Quantities
1	Manson polish	08 kg
2	Duster	24 nos
3	Odonil	40 nos
4	Room Refresher	03 nos
5	Brasso, 100 ml	02 nos
6	Vim	05 kg
7	Flower broom	25 nos
8	Nariyal broom	12 nos
9	DandaZharoo	03 nos
10	Hockey brush	02 nos
11	Rained brush	02 nos
12	Harpik 500 ml	10 nos
13	Jala brush	02 nos
14	Phenoilpenethelene	01 kg
15	Tissue paper roll	18 nos
16	Surfexo	05 Ltrs
17	Liquid soap (Dettole / Hindustan Lever)	60 Ltrs
18	Old Dhoti	12 nos
19	Towel	15 nos
20	Glass cleaner Colin 500 ml each	10 nos
21	Hit Spray (black) 500 ml pack	4 nos
22	Finit 1 ltr pack	4 nos
23	Bleaching powder	5 kg
24	Table duster	36 nos
25	Wiper Unick make	2 nos



List showing minimum quantity of material to be consumed / supplied by the contractor **per year or early as required** for rendering the services contracted for.

Sl.no	Item	Quantities
26	Machine set as required -- i) Two dry vacuum cleaner ii) One floor scrubber cum wet vacuum cleaner (walk behind type) iii) One jet washer iv) One floor scrubber – cum- wet dry battery operated (ride – on – type) v) Man – pulled trolley for disposal of daily generated garbage from different sites }.	1set
27	Uniform	24
28	Bamboo Ladder	2
29	Mug plastic (Cello/ Poly set make)	24
30	Buckets plastic (Cello/ Polyset make)	10
31	Dust been with cover for Ladies Toilet (Cello/ Polyset make)	10

- The contractor wherever bringing these items inside the campus must get Gate entry seal on the list by the security Assistant and attached a copy of the same while raising his/ her monthly bill.



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### APPENDIX

- Mode of Payment:** 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 challan of EPF & ESI of previous month along with bills. Income Tax & other statutory deductions as applicable from time to time shall be made from the monthly bills as per Govt. rules.
- Earnest Money:** The contractor shall deposit EMD for an amount of **Rs77,900.00 (Rupees Seventy seven thousand, nine hundred only)** in the form of an Account Payee Demand Draft from a Nationalized /commercial bank in favor of The Director, CIMAP, Lucknow 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.
- Subsequent Retention:** Earnest Money deposited with the tender will be treated as a part of the security deposit on award of work.
- 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 contract and submission of form 3A, 6A and 23 ensuring that EPF, ESI, 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 & conditions of the agreement leading to midway termination of the contract. This security deposit shall not carry any interest.
- Conditional bids:** Conditional bids will be summarily 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.





**CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS**  
**(Council of Scientific and Industrial Research)**  
PO: CIMAP, Lucknow – 226015

**TERMS AND CONDITIONS**

Sealed tenders should be submitted in One Sealed envelope mentioning Tender for – **Rendering sanitation services to building at CIMAP Campus, Lucknow** due on **xxxxxxx** on the top, which shall contain two envelopes one technical bid and one price bid.

Tender should be submitted in double cover as mentioned below:-

**Envelope “I” (Technical Bid) should contain the following:-**

1. Tender fee of Rs500.00 (Non refundable) } Separate Demand Draft drawn in favour of
2. EMD of **Rs77,900.00** (Bank Draft) } Director, CSIR – CIMAP, Lucknow.
3. Requisite experience proof along with certificate regarding satisfactory completion of work.
4. Registration certificate from EPF, ESI and service tax authorities.
5. Registration certificate/ Licence issued from Assistant Labour Commissioner / Regional Labour Commissioner (Central)
6. Copy of pan card.
7. Duly filled and signed Tender documents except price bid.
8. Valid Character certificate from District Magistrate or a valid Character Certificate in the form of an Affidavit on the original stamp paper of Rs.100/- to the effect that the contractor/firm has not been blacklisted by any Govt. deptt /CSIR as also that there is no criminal case pending against the firm/contractor in any court of Law.
9. Proof of submission of EPF and ESI of the concerned authorities.
10. Registration certificate under works contract sales tax.
11. A copy of partnership deed, in case of partnership firms.
12. Full particulars, in case of Co – operative society for satisfactory running of co- operative for two years.

**Envelope “II” (Price Bid) should contain the following :-**

Tender Contract value in enclosed proforma “**Abstract of cost and schedule of quantities**” in the Form-III

Each of the above envelopes shall be sealed.

1. The Management reserves to itself 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 ‘I’ in respect of Tenderers and after the committee has satisfied itself that All documents/information required have been furnished and the Tenderer is found



suitable and competent for performing the job, committee will open the envelope 'II'. In case the Tenderer withholds information/documents or the party is not found suitable, envelope 'II' shall not be opened and the Tender will be rejected out rightly.

3. Attested copies of performance/experience certificates given by organizations/ undertakings that the contractor has undertaken similar works during last five years must be attached. The certificate should be signed by the Head of Administration where he has provided services. 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 of **Rs. 77,900/-** in the form of D.D / Bankers Cheque drawn on a Nationalized Bank/commercial bank in favour of Director, CIMAP, Lucknow, payable at Lucknow should be attached with the Tender (Technical Bid). Tender without earnest money will not be entertained. The Tender money in any other form will not be accepted.
9. Tenderer has to submit a valid 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 blacklisted by any Govt.deptt/CSIR as also that there is no criminal case pending against the firm/contractor in any court of Law.
10. 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.
11. 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.



12. The manpower 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.
13. The Contractor will make payment to the labourers before 10th of each month in presence of committee nominated by Director, CIMAP and the date of disbursement of wages has to be displayed well in advance on the notice board of contractor.
14. Contractor has to submit copy of payment slip showing name of the labour, no of attendance, EPF/ESI No., wages per day and all deductions like EPF/ESI etc. along with monthly bill duly certified by CIMAP representatives and copy of EPF & ESI Challan with proper proof that the money deducted towards EPF/ESI have been deposited for previous month; CIMAP will ensure to make payment to the contractor at the earliest. 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.
15. Monthly/Six monthly/Yearly statements from EPF /ESI office showing details of amount credited in the account of each labour has to be displayed on the notice board and also copy of same to be submitted in office.
16. 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/ association 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.
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. Workers provided by the Contractor for executing the work contracted out shall be employees of the Contractor and will be on his pay roll 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.



19. The security will be refunded to the Contractor after the satisfactory performance of the contractor and expiry of the contract period, and submission of Form 3A, Form 6A and Form 23 ensuring that EPF, ESI etc. have been deposited by the contractor.
20. The Contractor will have to maintain security of the Campus in good condition as per our daily requirements in consultation with In-Charge/ Representative of CIMAP.
21. The contractor will have to execute an agreement after the award of the work but before the commencement of work.
22. The last month payment of the contract will be paid only after receiving the satisfactory completion certificate.
23. 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.
24. The contractor shall maintain a supervisor who shall call the worker(s) to record their attendance.
25. The Contractor or his authorized representative shall have to be present on the site of work and will be responsible for execution of contract.
26. 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.
27. Any alteration/modification in tender documents and giving/submitting wrong/forged information/document will be liable for legal action and the earnest money will be forfeited. Further any additions, subtractions, alterations, in tender conditions or rates and amounts, submitted by tenderers after submission of tender will not be considered, unless the tenderers are called by the departments to make the same.
28. 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 above shall also be submitted to the office.
29. 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.
30. On award of contract the contractor shall deposit with the Institute FDR/DD issued by a Scheduled Bank in favour of the Director, CIMAP, Lucknow in specified form for a sum of Rs. .... (Rupees.....) only as security money which should be valid for the duration of the contract. The Security deposit shall be 10% of contract value of work.



31. The Security money so deposited will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the institute of account of failure or negligence on the part of employees of contractor.
32. Income tax as per rules will be deducted from each bill.
33. 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. The contractor shall furnish an attested copy of Registration Certificate that he is registered under the provision of contract labour (Regulation & Abolition) Act.1970.
34. Each page of the tender document submitted by the contractor should be signed by the contractor.
35. The bidding contractor has to submit a written undertaking alongwith Technical Bid that he has 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.
36. On award of contract, the contractor shall be bound to submit labour license certificate issued by competent authority within one month from the date of award of work failing which award of contract stands terminated without any notice.
37. The contractors should quote in figures as well in words the rates and amount tendered by them. The amount for each item should be worked out and the requisite totals given.
38. 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.
40. Duration of rendering sanitation services will be one year and the date of commencement shall be reckoned from the tenth day of issue of award letter. Extension of contract for one more year may be considered on the same terms and conditions, if mutually agreed between both parties.
41. Tenders and / or earnest money receipts or demand drafts received after 2.30 P.M. on ..... whether sent by poster delivered in person are liable to be rejected.
42. The Employer does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the tenders received without assigning any reasons.
43. Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection on the same ground.



44. The tenderer shall not be permitted to tender for works in the concerned unit of CSIR in which a relative is posted in the grade between Controller of Administration and Junior Engineer, (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above.
45. Earnest money is liable to be forfeited, if the contractor selected for the work fails to send necessary stamp paper or to sign the formal agreement within seven days from the date of intimation to that effect to him or fails to start the work within seven days from date of commencement given in the work order.
46. Tender which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to rejection.
47. Contractors must quote for all the items of the schedules together otherwise their tenders are likely to be treated as incomplete. The entire work will be given to only one contractor.
48. Except writing rates and amounts, contractor(s) should not write any condition or make changes. Additions, alterations, and modification, in the printed form of tenders. Contractors should give rebates, if any, and modification, conditions etc in a separate forwarding letter if they so desire. Tenders containing modifications in printed form shall be treated as invalid. Conditional rebates will not be considered for comparison.
49. The contractor shall also use cleaning equipment with proper detergent in the lab areas. The contractor shall provide the following equipments in each area.
  - I. Two dry vacuum cleaners.
  - II. One floor scrubber cum wet vacuum cleaner (walk behind type).
  - III. One wet jet washer.
  - IV. One floor scrubber-cum-wet dry battery operated (ride-on-type)The rates tendered are inclusive of all the above T &P.
50. After award of work, the successful tenderer will have to submit names and qualifications with details of experience of the supervisory staff to be deputed for the work. He should also communicate changes if any, in names so communicated. He Should also give list of the major tools and plants to be deployed for work.
51. **COMPENSATION:** In case of failure to provide services efficiently as per contract, the contractor shall pay/ authorize the Employer to deduct the sum equivalent to the actual expenditure incurred / should have incurred on job not done or not properly done, plus 10% as liquidated damages, from any payment due to the contractor.
52. This tender document will part of the agreement.



### **GENERAL CONDITIONS OF CONTRACT**

1. The services envisaged under the present contract shall be rendered by the contractor under the continuous monitoring and supervision of one or more specifically designated officials of CIMAP.
2. The schedule of quantities, programme of schedule and schedule of materials and special conditions form the basis of this contract. The decision of the Director, CIMAP in reference to all matters of dispute as to materials and workmanship shall be final and binding on the contractor.
3. The Director, CIMAP, reserves to himself the right of altering the schedule of work and of adding to or omitting any items of work of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this contract.
4. The term of the present contract is for one year which can be extended for a further period of 12 months on the same terms and conditions as herein contained. However, the contract can be terminated by giving one month's notice to the contractor without assigning any reason whatsoever, or even forthwith if the contractor fails or neglects to render any of the said services to the satisfaction of the Employer or commits breach of the conditions.
5. Efficiency is the essence of this contract. The contractor undertakes to provide the services set out above efficiently and maintain the standard of cleanliness required from him under the contract. In case of failure to provide such services the contractor shall pay/authorize the Employer to deduct the sum equivalent to the actual expenditure which should have incurred on job not properly done plus 10% as liquidated damages, from any payment due to the contractor.
6. The contractor shall be wholly responsible for any loss or damages to the properties belonging to CIMAP caused by the contractor or by his employees and will pay to the Employer or allow the amount of loss sustained by the Employer to be deducted from any sum found due to the contractor.
7. During the continuance of this contract, the contractor shall at his own cost employ, pay for and provide specified number of staff to render the aforesaid services to CIMAP and shall be solely responsible for the payment of their salaries, remuneration and/or other dues including bonus or other emoluments whatsoever to which his staff will be entitled under any law for the time being in force or which may come in force during the currency of the notified by the Central Government for such class of labourers, from time to time in presence of a committee as approved by the Director, CIMAP, Lucknow.
8. The contractor shall not use iron buckets which may damage floors and glazed tiles and only plastic buckets shall be used for cleaning purposes.
9. The contractor or his representative will personally supervise the work and will sign the complaint/suggestion register maintained with the designated officer daily for attending to the complaints and unsatisfactory work for making improvement in the services being rendered by the contractor.



10. The required material as per list annexed will be arranged by the contractor in the first week of every month and will show them at Security Gate, obtain signature on challan of the security staff on duty. The material so brought shall be kept in the custody of an officer designated by the Director which will be issued on the last day of the previous month in one installment to the contractor. In addition to the total requirement of the material for the complete month, the contractor shall also maintain a buffer stock to the extent of 20% of the total requirement for one month which shall be used by the contractor when material arranged by him falls short the material so used by the contractor shall be replenished at the earliest.
11. CIMAP will provide to the contractor space purely to store the materials and other implements required to be used by the contractor for rendering the aforesaid services during continuance of contract.
12. CIMAP shall permit the contractor to consume water and electricity free of charge for rendering the services contracted for.
13. No other costs, charges, wages dues and compensation whatsoever to staff, employees or other persons engaged by the contractor shall be payable by CIMAP or shall be claimed by the contractor from CIMAP for the services required to be rendered by the contractor over and above said contractual payments.
14. The contractor shall provide uniforms along with name plates to all their workmen within one month of award of work positively.
15. Acid shall not be used by the contractor for cleaning of fixtures, if the contractor is found using the acid and any fitting is damaged, he shall be required to replace the same at his cost.
16. The contractor will present the bill monthly which will be verified and certified for payment by the officer(s) nominated by the Director, as in clause No. 1 of general conditions and payment of the bill shall be made within 15 days of receipt of the bill.

#### **SPECIAL CONDITIONS OF THE CONTRACT**

2. As per our estimate, it is presumed that the work cannot be executed by less than **twenty four manpower per day (22 nos Gents + 2 nos Ladies)** to commensurate with standard quality of rendering sanitation services in the campus laboratories as per schedule of quantities.
3. The rates tendered by the contractor shall remain constant during the entire period of contract. No escalation in rates whatever may be, will be allowed by CIMAP nor the same will be claimed by the contractor.
4. The services of the contractor shall be available on all working days including Saturdays for 8 hours per day from 8:00 AM to 4:30 PM with half hour lunch break.





5. The contractor will provide suitable uniforms to the persons or staff so engaged or to be engaged by him for rendering the aforesaid services and shall also ensure that the same are cleaned, tidy and are worn by them at all times while on duty.
6. The contractor shall provide identity cards to the staff employed by him, which will be produced on demand by officers or other staff of CIMAP designated for the purpose.
7. The contractor shall provide cleaning and other materials like detergents, towels and antiseptics, etc. as provided in the schedule annexed hereto and on failure to do so. CIMAP shall purchase the materials from open market and debit the same with 10% service charges to the account of the contractor which will be recoverable from his monthly bills.
8. The cost of all tools and plants, and materials, etc. used in dusting sweeping and cleaning the premises and also the cost of soap cakes, liquid soap, toilets paper rolls, odonil purifiers and sufficient number of plastic mugs etc. for the use in the toilets are included in the contractual payment and that no extra amount will be claimed by or paid to the contractor towards the cost of these items.
9. All the materials used for the work shall be of approved quality and CIMAP reserves the right to check the materials brought for cleaning at any time and reject them if not found suitable.
10. The staff employed by the contractor for rendering the services as contracted will be the employees of the contractor and will be on his pay rolls and they shall receive instructions from the contractor for their duties to be carried out by them and for effective discharge of the aforesaid duties to be carried out by them and for effective discharge of the aforesaid duties CIMAP will in no way be responsible for these labourers employed by the contractor.
11. All the Personnel/Employees and staff to be appointed by the contractor for due performance of the obligations under the contract will be appointed by the contractor at his sole risk and after thorough medical examination. If any of them is not found to be medically fit prior to or during the course of his employment by the contractor then the contractor shall not employ or engage them and CIMAP shall have the right to refuse admission of such medically unfit employees of the contractor into the CIMAP premises.
12. The contractor shall comply with the provision of all labour laws including employees. State Insurance Act. Workmen's Compensation Act. Payment of Minimum Wages Act. 1948, Employees P.F Act and timely payment of all their rendering the aforesaid services and shall keep CIMAP absolved from all acts and omissions, faults breaches and /or claims, demands, loss, injury and expenses, to which CIMAP may be put off or involved as a result of contractors failure to fulfill any of the above obligations and CIMAP shall be entitled to recovery any such losses or expenses which it may have to suffer on account of such claims



13. demands, loss of injury, form the contractor's monthly bill or from security deposit or from any money due to contractor without prejudice to its any other rights under the law.
14. The Security Money deposited by the contractor may be forfeited in the event of contractor's failure to fulfil any if the obligations under the agreement and unless so forfeited it shall be refunded to contractor on the expiration or earlier determination of agreement. The Security Money shall not carry any interest whatsoever. **Income Tax @ 2.00% and WCT @4%** shall be deducted at source month from contractor's bill.
15. That except as provided above, all disputes and questions arising out of this agreement whether during the currency of contract or thereafter shall be referred to the Sole Arbitration of DG, SIR or any other person appointed by him and the decision of the Arbitrator shall be final, conclusive and binding on the parties to this contract.
16. The contractor shall also use cleaning equipment with proper detergent in the lab areas. The contractor shall provide the following equipments in each area.
  - I. Two dry vacuum cleaners.
  - II. One floor scrubber cum wet vacuum cleaner (walk behind type).
  - III. One wet jet washer.
  - IV. One floor scrubber-cum-wet dry battery operated (ride-on-type)

The rates tendered are inclusive of all the above T &P. The contractor shall give brand name of the machine i.e. I, ii, iii, & iv and show these machines within 15 days from the offer of the contract to the Superintending Engineer / Committee authorized. Failure to maintain uptime 95% of the machine will attract penalty of Rs 200/- (Rs Two hundred only) per machine per day for i, ii & iii and Rs 500/-per day for machine as no: iv. This penalty will also be chargeable against the performance Guarantee.

### **Model Agreement**

In addition to above conditions, all terms and conditions mentioned in the model agreement attached and marked as Annexure-B will be applicable.

Signature of Contractor  
(With seal)



**Form - I**

CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS  
(Council of Scientific and Industrial Research)  
PO: CIMAP, Lucknow – 226015

**Particulars of the party**

1. Name of Tenderer :
2. Name of Firm :
3. Address & Telephone No.& E- mail, if any :
4. In case of partnership Firm :

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

Note: Partnership deed must be enclosed in case of partnership firm:

5. In case of Co-operative Society:

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

6. Name of the Bankers with full address ( where the party maintains the account)
7. Name and address of the person holding power of attorney in case of partnership firms/ Co-operative society
8. Labour license number provided by Labour Commissioner
9. Registration Particulars of EPF, ESI, Service Tax etc.



Form- II

**CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS**

(Council of Scientific and Industrial Research)

PO: CIMAP, Lucknow – 226015

**EXPERIENCE CERTIFICATE**

Tenderers should be having Minimum **Five years** experience and successfully completed at least three works amounting to 40% value of estimated cost or two works amounting to 50% or at least one work amounting to 80% or above in single contract during the **last Five years**.

Sl. no.	Name of the work*	Site of work	Period of work	Value of work/ Annual turnover	Name of the organization & Incharge under whom work got done
1					
2					
3					

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



Form-III

**CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS**

(Council of Scientific and Industrial Research)

PO: CIMAP, Lucknow - 226015

**ABSTRACT OF COST**

**Name of work: Rendering sanitation services to buildings at CIMAP campus, Lucknow**

Total brought forward from Rs.....

Schedule of quantities sheet Rs.....

(Rupees.....only)

ALL MATERIALS USED FOR SANITATION WORK SHALL BE OF QUALITY AS SPECIFIED AND APPROVED BY THE ENGINEER

1. Contractor should inspect the site, examine specifications schedule of quantities and tender their rates. The rates given in the schedule of quantities will be deemed to include all the necessary material, T.P. & Labour required for satisfactory and efficient rendering of services/work.
2. The additional work in the same campus can be awarded during the currency of contract on the same rates and conditions of the contract.

**Scope of work:- Rendering sanitation services to buildings at CIMAP campus, Lucknow.**

1. 1<sup>st</sup> phase of Laboratory building.
2. 2<sup>nd</sup> phase of Laboratory building with extension for Chem - Bio
3. Plant tissue culture laboratory.
4. Chemical Engg. All floors
5. Seed & soil testing Lab
6. Glass blowing Room
7. Gene Bank Building (All floor)
8. Information/publication/Bio-informatics building at F.F.
9. Nitrogen Plant Room/Synthetic Chemistry Lab
10. Agarbatti Lab/Prism
11. Animal house/incinerator room/Anti-infective in vivo testing lab (all floor)
12. Radio activity room, Near animal house
13. All Glass Houses No. 1 to 8 and Farm Glass Houses.
14. Guest Houses
15. Guard Lodge & Visitor Room
16. Security room, product display cum sale, product store, Driver seating, all toilets of campus.
17. Library Building
18. Field Office & Utsav Hall
19. Open air stage
20. Creech Building
21. Fragrance Training Center with Kitchen & dining hall building.
22. Post-harvest processing lab
23. All approach roads and parking sheds

Witness:

SIGNATURE OF TENDERER WITH SEAL



## SCHEDULE OF QUANTITIES

**Name of work: Rendering sanitation services to buildings at CIMAP campus, Lucknow**

Sl No.	Item of Work	Quantity	Unit	Rate in Figure	Rate in words	Amount
1.	Sweeping, swabbing and polishing of floors, cleaning of glass panes, wall tiles, removal of cobwebs and disposal of waste materials within or outside the campus as desired. Areas with terrazzo / marble flooring / vitrified tiles flooring.	15753.00	Sqm			
2.	Sweeping, swabbing of floors, cleaning of glass panes, removal of cobwebs and disposal of waste materials within or outside the campus as desired. Areas with ordinary flooring	2474.00	Sqm.			
3.	Sweeping, washing/ swabbing of floors and shelves, cleaning of glass panes (side glazing), disposal of waste materials within or outside the campus as directed, glass house No.1 to 8 and Farm Glass houses including cleaning of ceiling Pan/Tube lights.	1175.00	Sqm			
4.	Cleaning/washing of approach roads, platform and parking shed and trainees Hostel Road etc.	6514.00	Sqm.			
5.	Cleaning of overhead water storage tanks and disposal/removal and silt etc. collected in tanks within or outside the campus (3 times in one year)					
a)	Laboratory Block – 2Nos.					
b)	Guest House – 2 Nos.					
	Total Operation @ 3 per year	12 Operation	Each Operation			



6.	Cleaning of septic tanks in CIMAP campus and disposal of waste within or outside the campus as directed (ones in contractual period of one year)	08 Nos.	Each Operation			
7.	Cleaning of soak pits in CIMAP campus and disposal of water within or outside the campus as directed (Once in contractual period of one year)	08 Nos.	Each Operation			
8.	Dewatering and cleaning of ponds and disposal of waste within or outside the campus as directed (Once in contractual period of one year)	02 Nos.	Each Operation			
Total carried over to abstract of cost						

SIGNATURE OF TENDERER WITH SEAL

**Agreement to be executed on award of Contract**



**AGREEMENT FOR THE CONTRACT OF “: Rendering sanitation services to buildings at CIMAP campus, Lucknow”**

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 thereof be deemed to mean and include its successors and assigns of the ONE PART.

AND

..... Lucknow (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 the CIMAP Lucknow . Which is a constituent unit of CSIR (hereinafter referred to as Lab/Instt) and whereas the contractor has offered to provide the security arrangement 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 was registered with DG (Resettlement) at any stage 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. 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 : **Rendering sanitation services to buildings at CIMAP campus, Lucknow** hereinafter mentioned as work assigned details of which are given at

Annexure `A`.

WHEREAS CSIR has agreed to award the contract of work of : **Rendering sanitation services to buildings at CIMAP campus, Lucknow.**( Description of the job) hereinafter mentioned as work assigned details of which are given at





Annexure 'A'.

AND WHEREAS the Contractor has agreed to furnish to the Lab./Instt. A security deposit of Rs. By way of Fixed Deposit Receipt etc.

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 shall accrue//arise implicitly or explicitly.

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

3. 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.

4. That in case any of the persons so deployed by the Contractor does not come upto the mark or does not perform his duties properly or commits persons on the report of the Lab./Instt/CSIR in this respect. Further, the Contractor shall immediately replace the particular person 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.

#### **B. CONTRACTOR'S OBLIGATIONS**

1. 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.

2. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. 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.



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

4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.

5. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of Contract Labour ( Regulation & Abolition) Act, 1970, Employees State Insurance At, 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.

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 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 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.

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 officer of CSIR/Lab./Instt.

8. 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 unauthorizedly made, maintenance of wages book, wage slip publication of scale of wage and terms of employment, inspection and submission of periodical returns.



9. That the Contractor shall submit the proof of having deposited the amount of ESI & 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.
10. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR/
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 hi 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.
12. 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
13. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
14. The security will be refunded to the Contractor within one month of the expiry of the Contractor only on the satisfactory performance of the contract.
15. 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.



16. 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.

17. 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 signature of the officials designated and authorized to sign the Gate Pass will be intimated 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.

18. 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.

19. 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, whistle, 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.

### **C. CSIR'S OBLIGATIONS**

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid a lump sum of Rs. .... 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. in this regard.

2. That the aforesaid lump sum amount has been agreed to be paid by CSIR to the Contractor.

3. 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.

4. That the CSIR/Lab./Instt/ shall reimburse the amount of service 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.

### **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 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.

#### **E. COMMENCEMENT AND TERMINATION**

1 That this agreement shall come into force w.e.f. .... and shall remain in force for a period of ..... 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 the contract period as stated above.

b) By giving one month's 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 contract or any part thereof to any sub contractor by the Contractor without written permission of the Lab./Instt.

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 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.

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 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.

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

Rafi Marg, New Delhi- 110 001

WITNESS

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