

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-09-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-09-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Science And Technology
विभाग का नाम/Department Name	Department Of Scientific And Industrial Research (dsir)
संगठन का नाम/Organisation Name	Council Of Scientific And Industrial Research (csir)
कार्यालय का नाम/Office Name	Central Institute Of Medicinal And Aromatic Plants
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :as.negi@cimap.res.in Buyer Email id: ravi.mishra@csir.res.in
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; High School; Others
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	272 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	54541647
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Director

CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS, Department of Scientific and Industrial Research (DSIR), Council of Scientific and Industrial Research (CSIR), Ministry of Science and Technology, Kukrail Picnic Spot Road, PO-CIMAP, Lucknow - 226015
(Director, Cimap)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service

provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:As per tender document.

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:As per tender document.

Scope of work & Job description:[1786701565.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:[1786701714.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Others (145)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled
Educational Qualification	High School
Type of Function	Others
List of Profiles	Attendant
Specialization	Not Required
Post Graduation	Not Required

विवरण/ Specification	मूल्य/ Values
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Uttar Pradesh
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	
Title for Optional Allowances 2	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Sheena Vyas	226015,CSIR- Central Institute of Medicinal and Aromatic Plants (CSIR-CIMAP) Kukrail Picnic Spot Road Lucknow	145	• Minimum daily wage (INR) exclusive of GST : 827 • Bonus (INR per day) : 22.43 • EDLI (INR per day) : 4.135 • EPF Admin Charge (INR per day) : 4.135 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 26.8775 • Provident Fund (INR per day) : 99.24 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

5. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Director, CIMAP
payable at
Lucknow

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Director, CIMAP
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

8. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Director, CIMAP
Account No.
30267691783
IFSC Code
SBIN0000125
Bank Name

State Bank of India

Branch address

Moti Mahal Marg, Hazratganj, Lucknow

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

9. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

10. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

11. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

12. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

13. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

14. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

15. Service & Support

The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

16. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All

representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS

(Council of Scientific & Industrial Research)

Kukrail Picnic Spot Road,

PO: CIMAP, Lucknow – 226015

Ph. – 0522-2718505, 2718641, 2718681

COVER PAGE

E-TENDER DOCUMENT

Name of Work: E-Tender for “Manpower Supply to Carry out R & D support activities in different Laboratories in CSIR-CIMAP, Lucknow”

Tender No. – 68 / 470 / 2026 – MP(Adm.)

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Tender Ref. No. - 68/470/2026-MP (Adm.)**Name of Work: E-Tender for “Manpower Supply to Carry out R & D support activities in different Laboratories in CSIR-CIMAP, Lucknow”.****CONTENTS**

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12.	Unconditional Acceptance of CSIR-CIMAP tender Conditions (Annexure – C)	27
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14.	Integrity Pact Declaration (Annexure – I and IA)	33-38
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Note : Tenderer should confirm that they have received/downloaded all the above papers from Sl. No. 1 to 41 . In case of conflict of terms and condition of GEM and CIMAP tender document, the terms and conditions of as mentioned in uploaded CIMAP tender document will prevail.

Signature of Contractor



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NOTICE INVITING E-TENDER

E- tenders in Single Packet Bid SYSTEM (Technical and Price Bid) are hereby invited through GEM portal for **“Manpower Supply to Carry out R & D support activities in different Laboratories in CSIR-CIMAP, Lucknow”** from those Contractors who have an experience for supplying unskilled, semiskilled, skilled, high skilled manpower etc. during last five years in Central/ State Govt./Autonomous Bodies/Public Sector Undertaking/Institutions/CSIR. The Tenderers should have successfully completed at least three works each amounting to 40% or two works each amounting to 50% or at least one work amounting to 80% of the estimated cost or above in single contract during the last five years in Central/ State Govt./Autonomous Bodies/Public Sector Undertaking/Institutions/CSIR and have valid labour contract license. Tender not accompanied by Bid Security declaration shall be rejected. Relaxation to MSMEs will be as per Govt. of India guidelines in turnover only.

The Estimated cost and other conditions of the contract are given below:

Institute/Place and Area	Manpower required	Rates as per minimum wages act as on 01.04.2026	Remarks
Central Institute of Medicinal and Aromatic Plants PO-CIMAP, Lucknow- 226015	145 Unskilled	Rs. 827/-	Minimum wages as given in the left may be revised as per Govt. orders & to be paid by the contractor to the labourers. Contractor has to quote their Service Charges only in the price bid (in percentage only) on GeM Portal.

The tendering process in on line at e-portal URL <http://gem.gov.in>

Sl. No.	Tender No.	Estimated Cost (Rs.)	Duration of Contract	Bid Security Declaration	Publish Date	Bid document downloaded/sale start date	Bid submission end date	Bid opening date
1	68/470/2026-MP (Adm.)	5,45,41,647/-	One year	As per Annexure-D on Page no. 29	As per GEM portal	As per GEM portal	As per GEM portal	As per GEM portal

Important Points

- Tender fee - NIL
- Bid Security declaration on letter head as per Annexure D may also be submitted.
- MSME exemption in experience / turnover admissible only on the production of MSME/UDYAM certificate of relevant service category and as per the MSME Act, 2006 amended from time to time.
- Tenders need to be submitted through online mode only through GeM portal.
- The bidders are requested to ensure that they have fully read and understood the terms and conditions of tender document before quoting. No change in the terms and conditions of the tender will be admissible after the award of contract on any grounds.
- Before participating in tender, the Tenderers must ensure themselves that they are financially sound to submit the security deposit and disburse the monthly wages. No relaxation will be admissible in security deposit after the award of tender, which is at

present 5% of estimated value as per GEM.

- (vii) CSIR-CIMAP reserves the right to change the number and/or nature of manpower to be deployed, which may be increased or decreased during contract period.

The Director, CIMAP, Lucknow reserves the right to reject any or all the tenders without giving any notice or assigning any reason. The decision of the Director, CIMAP Lucknow in this regard shall be final and binding on all.

(Controller of Administration)



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IMPORTANT TERMS & CONDITIONS

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 7th of every month. Further, contractor will attach the copies of challan of EPF & ESI of current 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. The employer part of EPF&ESI, Bonus, National Holidays 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 acquaintance roll, challans with credit history, 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.
Bid Security Declaration	The contractor shall deposit Bid Security Declaration as per Annexure – D on Page 29 of the tender along with the Technical Bid.
Security Deposit	The contractor shall be required to deposit 5% of the contract value of the work awarded to him in the form of DD/FDR/PBG/e-PBG in favor of Director CIMAP, Lucknow. This security money will be refunded within two months after expiry of the contract and submission of challans with credit history and Form 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 and conditions of the agreement leading to midway termination of the contract. This security deposit shall not carry any interest. In case the firm fails to deposit security within the stipulated period, it will be assumed that the firm is not interested in executing the work and tenderer will be barred from participating in tender for 1 year.
Service Charges	Percentage of service charges on minimum wages payable from time to time for providing the manpower for completion of works.
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.
Jurisdiction	The Lucknow Bench of High Court at Allahabad shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

The scanned copy of Bid Security Declaration (as per annexure – D), and Unconditional acceptance of CSIR-CIMAP tender conditions as per annexure - C must be uploaded.

Bids shall be submitted through GeM Portal by the bidder as per the following schedule.

CRITICAL DATA SHEET

Publish Date	As per GEM portal
Bid Document downloaded/Sale start date	As per GEM portal
Clarification start date	As per GEM portal
Clarification end date	As per GEM portal
Bid submission start date	As per GEM portal
Bid submission end date	As per GEM portal
Technical Bid opening date (Envelope-A)	As per GEM portal
Bid opening date (Envelope-B)	To be intimated later on through GeM Portal
Tender Fee	NIL
Bid Security Declaration	As per Annexure-D (Page no. 29 of the tender)

- ❖ The tenderer shall submit their bid only at GeM portal <https://gem.gov.in>
- ❖ Tenderers/Contractors are advised to follow the instructions provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents. Documents may be scanned with 200 dpi with black-and-white option which helps in reducing size of the scanned documents.
- ❖ Tenderers/Contractors must ensure that all the uploaded documents are legible and readable. CSIR-CIMAP reserves the right to reject the firm at technical evaluation stage if the scanned documents are not legible and readable. Further Tenderers/Contractors must ensure that the relevant documents are uploaded on GeM portal against the specified fields, failing which they will not be considered for technical evaluation and their bids will be summarily rejected and no correspondence will be entertained in this regard.

Uploading of application in location other than specified above shall not be considered.

Note:- Bidders are requested to upload only the relevant documents as mentioned/required in the Tender Document. They are advised to refrain from uploading of unnecessary voluminous documents which makes the Bid Document cumbersome and results in delay of Technical Evaluation process.



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TERMS AND CONDITIONS

1. E-tenders should be submitted on GEM portal for Tender for **“Manpower Supply to Carry out R & D support activities in different Laboratories in CSIR-CIMAP, Lucknow”** due on as per GEM portal, which shall contain two bids, one technical bid and one price bid.

Technical Bid should contain the following: -

- i. Particular of the Tenderer duly filled in the Form-II (attached to this Tender).
- ii. Experience Certificate along with satisfactory work completion certificate of rendering similar jobs **at least three works each amounting to 40% or two works each amounting to 50% or at least onework amounting to 80% of the estimated cost or above in single contract during the last five years** in CSIR/ Central/ State Govt. /Autonomous Bodies /Public Sector Undertaking / Institutions as provided in the 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 Cooperative for three years.
- v. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address, AADHAR Card and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also
- vi. Chartered accountant certified copy of financial turnover, balance sheet, copy of bank solvency certificate of at least 40% of estimated cost and copy of submitted Income Tax Return (ITR) of last 3 years with gross income of at least 40% of the estimated cost and having not incurred any loss in last 03 years ending on 31 March, 2026.
- vii. 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 five years.
- viii. Copy of valid PAN card, GST registration of Central Govt. /Uttar Pradesh Government, registration at EPF, ESIC and copy of valid Labor License (for minimum 75 manpower) of firm from labour department of Government of Uttar Pradesh/Central Govt. The service provider is required to have 50% of the required manpower on service provider payroll for at least one year. The bidder should have single order of minimum 75 workers in past five years. Proof must be uploaded.
- ix. Copy of having valid labour contract license for supply of labour in Central/ State Govt. /Autonomous Bodies /Public Sector Undertaking/ Institutions / CSIR under C.L. (R&A) Act. 1970.
- x. Valid Character Certificate issued by District Magistrate should be submitted and latest Affidavit within the bid duration on the Stamp/E-Stamp paper of Rs.100/- to the effect that the contractor/firm has not been blacklisted by any Govt. Department /CSIR as also that there is no criminal case pending against the firm/contractor in any court of Law in the last five years.
- xi. GeM Bid document and CIMAP Tender document downloaded from the portal should be duly filled (each proforma /annexure of the tender) duly signed on each page and should be submitted / uploaded online to confirm the acceptance of the terms and conditions of the tender by the bidder.
- xii. The contractor has to submit Integrity Pact Declaration in the prescribed format (Annexure VI). Each page of Integrity Pact Proforma should be duly signed by Procuring Entity's competent authority as per SOPP. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make

binding commitments on behalf of your company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway. The Integrity Pact will be effective from the date of inviting of bids to till complete execution of the contract.

This tender process has been communicated to IEM's (Independent External Monitors) appointed by CSIR for the transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

IEMs in CSIR

1. SHRI JAGADIP NARAYAN SINGH, IAS (Retd) ; Email : jagadipsingh@yahoo.com

2. SHRI ARUN KUMAR GUPTA, Ex-CMD, SCI ; Email : guptaarun55@rediffmail.com

- xiii. Unconditional acceptance of CSIR-CIMAP tender conditions as per Proforma given at Annexure-C of tender document.
- xiv. The tenderers should have registered office address at Uttar Pradesh and documentary proof of it must be uploaded on GEM portal. Rent Agreement will not be considered as valid proof of geographical presence.

2. VISIT TO DEPARTMENT:

Intending bidders are advised to visit and may inspect the site and its surroundings and satisfy himself/themselves before submitting their bids. A bidder shall be deemed to have full knowledge of the site/scope of work whether he inspected or not.

3. CLARIFICATION FOR TENDER DOCUMENT:

Except for any such written clarification by the Department, which is expressly stated to be an addendum to the tender document issued by the Office of Controller of Administration, CSIR-CIMAP, no written or oral communication, presentation or explanation by any other employee of the Department shall be taken to bind or fetter the Department under the contract.

Subletting of contract under any circumstance by bidder is not allowed. If the CSIR-CIMAP subsequently finds to the contrary, the CSIR-CIMAP reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

4. (Price Bid through GeM portal) should contain the following: -

- 1. Service Charge(s) in Percentage only, should be quoted through GeM portal.
- 2. The successful bidder will have to submit the percentage of service charge as quoted on GeM on his letter head to CSIR-CIMAP before the execution of agreement.

5. Bid Opening and Evaluation: -

- (i) The authorized representatives of the Department will open the Technical Bids online.
- (ii) The bid of any bidder who has not complied with any of the conditions will be summarily rejected.
- (iii) Financial bids of only the technically qualified bidders will be opened online.
- (iv) CSIR-CIMAP reserves the right to accept any Bid and to reject any or all Bids.

- (v) The Director, CSIR-CIMAP, Lucknow is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- (vi) The Director, CSIR-CIMAP, may terminate the contract if it is found that the agency is black listed on previous occasions by the any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- (vii) The Director, CSIR-CIMAP, may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Security Deposit or fails to execute the contract agreement.

NOTE: Bidder is required to produce on demand the original documents referred in the Bid Document. The Director, CSIR-CIMAP reserves to itself the right to scrutinize credentials of all Tenderers and to arrive at a conclusion to its satisfaction regarding the suitability of the party based on such examination / enquiry as deemed necessary. After opening of Technical Bid of Tenderers, a duly constituted Technical Evaluation Committee will scrutinize/examine that all the documents/information required from the Tenderers have been furnished and the Tenderer have been found suitable and competent for performing the Work, then committee will open Financial Bid. In case the, Tenderer withholds information/documents or the Bid is not found suitable, financial bid submitted by him shall not be opened. The concerned Bidders will be accordingly intimated online through GEM portal only.

The bidders are advised to raise their representations, if any, through GEM portal only throughout the entire process. No communication either through email / phone / letter or any other means will be entertained.

The Price bid of only those agencies will be opened, who qualify in the technical bid and fulfill the Terms & Conditions as specified in Tender Documents.

6. Award of Contract: -

- (i) The Director, CSIR-CIMAP, will award the contract to the successful bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- (ii) The Director, CSIR-CIMAP, will communicate the successful bidder by letter, email and as per GeM Portal. The date of execution of contract as mentioned in award letter will be treated as final for all intents and purposes.
- (iii) The successful bidder will be required to execute a contract agreement in the form on a Non-Judicial Stamp Paper worth Rs.100/- (Rupees One Hundred only) within a period of 30 days from the date of issue of Letter of Offer and to commence the work within 10 days of signing of the agreement.
- (iv) The successful bidder shall be required to furnish a **Security Deposit@5% of the bid/quoted amount** within 15 days of receipt of 'Letter of Offer' in the form of an Account Payee DD or Fixed Deposit Receipt or PBG or e-PBG from a scheduled bank, in an acceptable form drawn in favor of Director, CIMAP, Lucknow. The Security Deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Security Deposit shall also be extended by the contractor accordingly.
- (v) Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Security Deposit.

7. Duration of the Contract: - The contract will be for a period of ONE YEAR. If the services of the contractor are found to be satisfactory during his term of agreement the same can be extended for another period of another ONE YEAR after expiry of the initial contract of one year with the same

terms & conditions. If at any time during the term of the contract the services of the contractor are found to be not satisfactory, his contract will be terminated even before expiry of the term after serving a notice of one month's time.

Additional Terms and Conditions: -

1. The Director, CSIR-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. Duly constituted Technical Evaluation committee will first technically evaluate the tenders 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 financial bid. Incase the Tenderer withholds information/documents or the party is not found suitable, the Tender will be rejected out rightly.
2. Attested copies of performance/experience certificates given by Govt. organizations/ Govt. 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 along with telephone nos. The original certificate should be produced before award of the contract.
3. For partnership firms, a copy of the partnership deed may be furnished.
4. 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 five years as per latest Audit Reports and other relevant record of the society.
5. The contractor shall furnish the indemnity bond from the General Insurance Company at his own cost to indemnify CSIR-CIMAP/CSIR against any claim arising out of or connected with the Tender.
6. Chartered accountant certified copy of financial turnover, balance sheet, copy of bank solvency certificate of at least 40% of estimated cost and copy of submitted Income Tax Return (ITR) with Gross Income of 40% of the estimated cost and having not incurred any loss in last 03 years ending 31 March, 2026.
7. A Valid Character Certificate issued by District Magistrate should be submitted to the effect that the Tenderer or in case of partnership, 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 has/have no criminal record and Tenderer has to submit an Affidavit on the stamp / e-stamp paper of Rs.100/- within the bid duration to the effect that the contractor/firm has not been blacklisted by any Govt. dept./CSIR in the last five years as also that there is no criminal case pending against the firm/contractor in any court of Law.
8. The contractor has to supply highly skilled/skilled/semi-skilled/unskilled workers, if required for specific technical/experimental works. The wages for the same will be reimbursed to the Contractor on actual basis with service charge approved.

9. The contractor shall disburse the wages to its staff deployed in the Department by 7th day of every month through ECS/NEFT/RTGS. The reimbursement of bills/invoice must be supported with proof of payment of wages, ESIC, EPF, and GST by contractor and must be submitted to CSIR-CIMAP by 15th of every month.
10. The contractor must be registered under the Contract Labour (Regulation and Abolition) Act 1970 as amended from time to time. 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 CSIR-CIMAP (CSIR). The contractor shall be solely liable for any violation of provisions of the said Act or any other Act.
11. The contractor may require to engage daily an effective strength of labourers for carrying out the work in the supply of manpower for R&D support activities as required to maintain the quality of works listed in Annexure A. An average manpower of 135 unskilled, per day would be required for carrying out the quality work.
12. The contractor shall engage only physically fit labourers for the work at his sole and own risk and should ensure that the manpower deputed should bear good moral character, and submit Police verification, if required.
13. The contractor will have to execute an agreement and submit the security deposit @ 5% of estimated bid value before the commencement of the work.
14. The contractor shall produce a license/permission from the Central Labour Commissioner within 15 days of the start of work from Ministry of Labour, Govt. of India for undertaking the work. If the license/permission is not received by the stipulated time, the award of work to him shall be liable to be cancelled and security money will be forfeited. It will be the responsibility of the contractor to provide details of manpower deployed by him as per requirement to the Labour department, Lucknow.
15. Tender submitted shall remain valid for 180 days from the date of the opening for purpose of acceptance and award of work, validity beyond 180 days from the date of opening shall be by mutual consent.
16. Labourers may be deputed to do some official work outside the institute like flower show/shifting of materials, if required.
17. Contractor or his representative should be present daily for supervision. Contractor has to maintain Real time electronic/Biometric attendance records, record of muster roll, register of wages, register of deductions, register of overtime, register of fines, register of advances, wages slip as per prescribed format of The Contract Labour (Regulation & Abolition) Central rules, 1971 and must be produced to CIMAP authorities on demand.
18. Any act on the part of the tenderer to influence anybody in the Department is liable to rejection of his tender.
19. It must be ensured by Contractor that no employees without statutory compliances (adequate wages, ESI, EPF, Bonus etc.) shall be deployed in contract work at CSIR-CIMAP premises under any circumstances. Contractor may be liable for penalty as decided by competent authority for non-compliances of Contract labour act, 1971. In case any staff / employee directly or indirectly related

to CSIR-CIMAP or its centers tries to deploy employee without meeting the aforesaid condition, the contractor must immediately inform such instances in writing to Director, CIMAP failing which the contractor is liable to be penalized and his contract may even be also cancelled.

20. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
21. Contractor will be wholly responsible for any loss or damage to the property of CSIR- CIMAP done by him or his employees and loss, if any will be deducted from contractor's dues & security money. The contractor shall keep the CSIR-CIMAP fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
22. The criteria of evaluation of lowest bidder will be service charge (in percentage) as quoted by the tenderer and selected as L1 in GEM portal by auto run option.
23. Bid Security Declaration as per Annexure-D on page no. 29 should be attached with the Tender. Tender without Bid Security Declaration will not be considered.
24. The bidding contractor has to submit a written undertaking along with 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 five years.
25. The contractor shall comply with all the provisions of Contract labour laws including Employees State Insurance Act and shall keep CSIR-CIMAP absolved from all acts and omissions, faults, breaches and/or claims, demands, loss, injury and expenses to which CSIR-CIMAP may be put or involved as a result the contractor failure to fulfill any of the above obligations and CSIR-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.
26. 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.
27. 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.
28. 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 CSIR-CIMAP representatives and copy of EPF & ESI Challan with proper proof that the money deducted towards EPF/ESI have been deposited for current month; CSIR-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 CSIR-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 contract labour regulations made by Govt./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.

29. Monthly statements from EPF & ESI office showing details of amount credited in the account of each manpower has to be submitted in CSIR-CIMAP office along with the monthly bills.
30. 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 CSIR-CIMAP. The Contractor shall immediately replace that particular person so deployed.
31. The Contractor must remove all workers deployed by him on termination of the contract on any ground whatsoever from the premises of the CSIR-CIMAP and ensure that no person shall create any disruption/hindrance/problem of any nature to CSIR-CIMAP (CSIR).
32. 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 CSIR-CIMAP and the contract workers shall abide by his instructions.
33. 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 CSIR-CIMAP authorized for this purpose. Further, all the above shall also be submitted to the office.
34. The security money 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.
35. The last month payment of the contract will be paid only after receiving the satisfactory completion certificate.
36. The contractor shall have to maintain attendance register at his own expense throughout the contract period in which the daily attendance of the workers shall be recorded.
37. The Contractor or his authorized representative shall have to be present on the site of work and will be responsible for execution of contract.
38. Any alteration/modification in tender documents and giving/submitting wrong/forged information/document will be liable for legal action and/or any suitable action as per terms and conditions of NIT/prevailing guidelines on the matter as deemed fit by the competent authority.
39. That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the

contractor which will be established after an enquiry conducted by the Department, the said loss can be claimed from the contractor up to the value of the loss. The decision of Director, CSIR-CIMAP will be final and binding on the contractor.

40. On award of contract the contractor shall deposit with the Institute FDR/DD issued by a Scheduled Bank in favor of the Director, CIMAP, Lucknow in specified form for a sum of Rs. 28,37,412/- (Rupees Twenty Eight Lakhs Thirty Seven Thousand Four Hundred Twelve only) as security money which should be valid up to 60 days beyond expiry of the contract. The Security deposit shall be 5% of estimated value of work.
41. 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 on account of failure or negligence on the part of employees of contractor.
42. 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 CSIR-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.
43. The contract may be valid initially for a period of one year. However, the Director, CSIR-CIMAP reserves the right to curtail or to extend the validity of contract on the same rates, terms and conditions for such period as may be agreed to mutually.
44. 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 65 years. CSIR-CIMAP reserves the right to ask for health certificate of worker to be provided by contractor at his own cost/under ESI empaneled dispensary/hospital.
45. The Department shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Department does not recognize any employee-employer relationship with any of the workers of the contractor.
46. If as a result of post payment audit any overpayment/ underpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Department from contractor.
47. **Integrity pact:** The bidders should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents as mentioned in the Bid Document. In case of any transgression of this code, the bidder is not only liable to be removed from the list of service provider, but it would be also liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.
48. In addition, all terms and conditions mentioned in the model agreement attached and marked

as Annexure-B and Integrity Pact, as per annexure- I and I(A)will be applicable.

Signature of Contractor
(With seal)

Annexure-‘A’

The scope of work and terms & conditions for providing manpower services based on minimum wages for assistance in various scientific research laboratory related services & laboratory support services to CSIR-CIMAP laboratories including research laboratory, animal facilities and office premises at CSIR-CIMAP, Kukrail Picnic Spot Road, PO – CIMAP, Lucknow-226015 are as under: -

SCOPE OF WORK OF THE CONTRACT

The requisite number of manpower is not fixed and may vary from time to time as per requirement and summary of nature of work to be performed by contractual manpower is as specified below or similar:-

Type of Services	Brief summary of duties to be performed by contractual Manpower (Highly Skilled/Skilled/Semi-Skilled/Un-Skilled category)
Lab related services	i. Scientific Research Laboratory related assistance including maintenance of clean environment at lab/institute. ii. Washing and cleaning of scientific glasswares & routine laboratory work. iii. Assistance to maintain sophisticated scientific equipment's. iv. Assistance in day-to-day work of animal house facility, feed distribution, animal breeding, animal housing etc. v. Assistance in maintenance of culture room, autoclaving etc. under the guidance of scientific /technical staff. vi. Handling of chemicals & other biological materials with due care, precautions and under the safety norms/measures under the guidance/supervision of scientific/technical staff. vii. Handling and transportation of gas cylinders (Organ, Nitrogen, Liquid Carbon dioxide etc.) from stores to respective labs etc. viii. Collection/handling of samples like air, water, waste water, food, soils etc. including transportation and preservation of these samples and related assistance to other technical/project staff from the specific sites outside the institute. ix. General technical assistance to project work and assistance in preparation of various scientific reports etc.
Lab support Services	i. Upkeep the establishment at CSIR-CIMAP, Lucknow including various maintenance and supplementary jobs related to engineering work (Civil, Electrical, AC, etc). ii. Maintenance and upkeep of laboratories. building maintenance, repair works (Civil and Electrical). iii. Lab support services, allied services, Cafeteria, Driver, Store & Purchase, Finance & Accounts and Administration Offices etc. Vehicle maintenance and assistance in operation.
Estimated requirement of different categories of manpower is as follows: - Un-Skilled – 145, Total: - 145 (Numbers shown are approximate and may increase or decrease according to requirement of the Laboratory/Institute)	

Signature Of contractor
(with seal)

(To be kept in a sealed envelope and mentioned “Price Bid” on the top)

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

Schedule of Contract Value

Contract for “Manpower Supply to Carry out R & D support activities in different Laboratories in CSIR-CIMAP, Lucknow”.

1. Name of the Party/Firm :
2. Address in Full :
(with Phone no., if any)
3. Registration License No.(s) :
 - (a) Under C.L. (R&A) Act. 1970 :
 - (b) ESI. Act. :
 - (c) EPF Act. :
 - (d) Goods & Service Tax :
4. **Percentage of Service Charge on minimum wages payable from time to time for providing labourers:**
In Figures : Not to be quoted here
In words : Not to be quoted here
5. Earnest Money Deposit Declaration
on letter head attached (Yes / No) :

Note:

1. The Contractor may visit CSIR-CIMAP to see the site before quoting the rates for contract
2. 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 labourers.
8. The criteria of evaluation of lowest bidders shall be the Service Charge (in percentage) as quoted by the tenderer.

Note:- Bidders are requested to upload only the relevant documents as mentioned/required in the Tender Document. They are advised to refrain from uploading of unnecessary voluminous documents which makes the Bid Document cumbersome and results in delay of Technical Evaluation process.

DECLARATION

I/We undertake to abide by the terms and conditions of the NIT & tender document. The persons to be deployed in CIMAP for “**Manpower Supply to Carry out R & D support activities in different Laboratories in CSIR-CIMAP, Lucknow**” shall be on the rolls of contractor and shall be the employees of the contractor. I/We also undertake to execute the necessary agreement before commencement of work, if awarded.

Signature of Contractor
(Seal)

CSIR-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 :

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

2.		
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3.		
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Note: Partnership deed must be enclosed in case of partnership firm:

5. In case of Co-operative Society:

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

CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS

(Council of Scientific and Industrial Research)

PO: CIMAP, Lucknow - 226015

EXPERIENCE CERTIFICATE

As per NIT, tenderers should be having five years' experience and successfully completed at least three works each amounting to 40% or two works each amounting to 50% or at least one work amounting to 80% of the estimated cost or above in single contract during the last five years in Central/State Govt./Autonomous Bodies/Public undertaking Institutions etc.

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					
4					
5					

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

Agreement to be executed on award of Contract

AGREEMENT for the contract of “Manpower Supply to Carry out R & D support activities in different Laboratories in CSIR-CIMAP, 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”, 2-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

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

WHEREAS the CSIR is desirous of giving the contract to Carry out “Manpower Supply to Carry out R & D support activities in different Laboratories in CSIR-CIMAP, Lucknow” which is a constituent unit of CSIR (hereinafter referred to as Lab/Inst.) and whereas the contractor has offered to provide the manpower 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 registered with DG (Resettlement) 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 to Carry out “**Manpower Supply to Carry out R & D support activities in different Laboratories in CSIR-CIMAP, Lucknow**” hereinafter mentioned as work assigned details of which are given at Annexure ‘A’.

AND WHEREAS the Contractor has agreed to furnish to the Lab./Inst. a security deposit of Rs. 28,37,412/- (Rupees Twenty Eight Lakhs Thirty Seven Thousand Four Hundred Twelve only) only 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./Inst. 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./Inst. or the officer designated by the Director in this respect from time to time.
3. That the Director of the Lab./Inst. or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons so deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such person on the report of the Lab./Inst./CSIR in this respect Further, contractor shall immediately replace the particular person so deployed on the demand of the Director of the Lab/Inst./CSIR. In case of any of the aforesaid acts on the part of the said person.
5. Before commencing work at CSIR-CIMAP, the contractor has also to enter into integrity pact.

B. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at in 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.
3. That the Contractor shall submit details of the 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 at various points, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
4. The contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of CSIR-CIMAP, Lucknow and ensure that no such person shall create any disruption/hindrane/problem of any nature in CSIR-CIMAP, Lucknow either explicitly or implicitly.
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 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 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 it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payment.

6. That the Contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR Lab./Instt. building 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.
7. That the contractor shall particularly abide by the provisions of the Minimum Wages Act, 1948 with rules 1950 framed thereunder, as amended from time to time. The contractor shall pay monthly wages to his workers at the rate of minimum wages fixed by the Central Government or State Government whichever is higher.
8. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officer of CSIR/Lab./Instt.
9. 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 his employees so deployed under various Labour Laws, having regard to the duties of 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 Labour Regulations from time to time in regard to payment of wages, wage period deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publication of scale of wage, and terms of employment, inspection and submission of periodical returns.
10. The contractor shall take all reasonable precautions to prevent unlawful riots or disorderly conduct or act of his employees so deployed and ensure preservation 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 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, they 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.

C. CSIR'S OBLIGATIONS

1. That in consideration of the services rendered 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 10th 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 payment 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 Goods & 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.
5. The security deposit will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

D. INDEMNIFICATION

1. 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, the 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 will 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.
2. 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 payments due to the contractor under this contract.

E. 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 their 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 up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. 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.

F. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f..... and shall remain in force for a period ofThis 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. For committing breach by the Contractor of any of the terms and conditions of this agreement.
 - II. On assigning the contract or any part thereof to any sub-contractor by the Contractor without written permission of the Lab./Inst.
- 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.

It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption / hindrance / problem of any nature for Lab./Inst./CSIR.

G. 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 India International Arbitration Centre (IIAC), New Delhi for appointment of Arbitrator to adjudicate the dispute.
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 Indian International Arbitration Centre (IIAC), New Delhi 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 and on behalf of
Council of Scientific & Industrial
ResearchAnusandhan
Bhawan, Rafi Marg,
New Delhi- 110 001

WITNESS:

1.

2.

ACCEPTANCE OF CSIR-CIMAP TENDER CONDITIONS

To,

The Director,
Central Institute of Medicinal and Aromatic Plants,
(Council of Scientific and Industrial Research)
Post Office-CIMAP, Lucknow- 226015

Sir,

1. The tender documents for the work **“Manpower Supply to Carry out R & D support activities in different Laboratories in CSIR-CIMAP, Lucknow”** have been sold on me/us by CSIR-CIMAP / downloaded from GEM portal and I/We hereby certify that I/We have inspected the site and read the entire terms and conditions of the tender document made available to me/us which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept(s) the tender conditions of CSIR-CIMAP tender documents in its entirety for the above work
3. The content of Notice Inviting Tender of the Tender documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety. It is not permissible to upload any additional file or put any remarks/conditions along with tender document and same has been followed in the present case. In case, this provisions of the tender is found violated after opening the tender, I/We agree that the tender shall be rejected by CSIR-CIMAP.
4. The Required earnest money / Bid Security declaration as specified in Annexure-D at page No. 30 for this work has already been submitted.

Yours faithfully,

(Signature of the Tenderer)
With rubber stamp

BID SECURITY DECLARATION

Whereas, I/We(name of agency).....have submitted bids for
.....(Name of work).....

I / We hereby submit following declaration in lieu of submitting Earnest Money Deposit,

1. If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,
2. If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I / We shall be suspended for one year and shall not be eligible to bid for CSIR tenders from date of issue of suspension order.

Signature of Contractor(s)
With Rubber Stamp

**CERTIFICATE OF THE FINANCIAL SOUNDNESS ISSUED BY SCHEDULED
NATIONALISED BANK**

1. Name of the Bank where the Tenderer/party has its account.
2. The period since when account is being maintained.
3. During this period account was being maintained satisfactorily and there were no over drafts.
4. General impression of the bank regarding financial soundness of the Tenderer/party.

Signature of Manager of the Bank with seal

NOTE: This certificate should be self-attested by the contractor and submit in technical bid.

Signature Of contractor
(with seal)

CERTIFICATE

**DECLARATION REGARDING BLACKLISTING/NON-BLACKLISTING FROM TAKING
PART IN GOVT. TENDER BY GOVT./GOVT.DEPT**

**(To be executed on Rs. 100/- stamp paper & attested by Public Notary/Executive
Magistrate by the bidder)**

I /We Proprietor/Partner (s)/Director (s) of M/s.....hereby
declare that the firm/ company namely
M/s.....has not been

blacklisted or debarred in the past by CSIR or any other Government organization from
taking part in Government tenders.

Or

I/We Proprietor/ Partner (s)/ Director (s) of M/shereby
declare that the
firm/company namely M/s.
was

blacklisted or debarred by CSIR-CIMAP/CSIR for taking part in Government tenders for
a period of..... year's i.e..... The period is over
on..... And now the

firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/contract
will be rejected/ cancelled by CSIR-CIMAP and EMD/SD shall be forfeited and barred
from participating in CSIR-CIMAP tenders for one year.

In addition to the above CSIR-CIMAP will not be responsible to pay the bills for any
completed/ partially completed work.

Signature.....

Name.....

Capacity in which as signed:

Name & address of the firm:.....

Dated:

Signature of
Bidder with seal.

**In case of proprietorship firm, certificate will be given by the proprietor, and
in case of partnership firm, certificate will be given by all the partners and in case
of Ltd. Company by all the Directors of the company or secretary on behalf of all
directors**

CERTIFICATE

**(PROFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN
DEPARTMENT OF CSIR- CIMAP)**

**(To be executed on Rs. 10/- Stamp paper & attested by Public Notary/Executive
Magistrate by the bidder)**

I.....S/O Sh.....
R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in CSIR- CIMAP as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, Institute/CSIR shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with the seal

The near relative (s) means:

- a) Member of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s)&son's wife(daughter-in law),Daughter(s)& daughter's husband (son-in-law) brother(s) and brother's, wife, sister(s) sister's husband(brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is also noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal

CERTIFICATE

DECLARATION

(FOR EPF & Misc. Provisions Act 1952)

I..... (name of the contractor/ agency) hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorized CSIR-Central Institute of Medicinal and Aromatic Plants to recover any payment that arises due to failure to comply with any of the Labour Legislation and statutory conditions viz., Labour, EPF, ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

Place:

Signature of tenderer /Authorized Signatory

Date:

Name of the Tenderer

Seal of the Tenderer

INTEGRITY PACT

Between

Council of Scientific & Industrial Research (CSIR), a society incorporated under the Societies Registration Act, 1860, having its corporate registered office at Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001 represented by CSIR-Central Institute of Medicinal & Aromatic Plants (CIMAP), Lucknow hereinafter referred to as "**The Principal**"

and

..... hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal intends to award, under laid down organisational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1-Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender processes or the contract execution.
- c. If the Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 -Commitments of the Bidders/Contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person of firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is

not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact, shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future Contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

02. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

01. The Bidder declares that no previous transgressions occurred in the last three Years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
02. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

01. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
02. The Principal will enter into agreements with identical conditions as this one with all Bidders, and Contractors.
03. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s)/ Subcontractor(s)

01. If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitors

01. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
02. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He /she reports to the JS(A), CSIR.
03. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the

Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractors.

04. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform JSA(Adm.) and rescue himself/herself from that case.
05. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
06. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
07. The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
08. If the Monitor has reported to the JS(A), CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
09. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR/Competent Authority.

Section 10 – Other provisions

01. This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

02. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
03. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
04. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
05. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
06. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

Place

Date

Witness 1: (Name & Address)

Witness 2: (Name & Address)

(For & On behalf of Bidder/Contractor

(Office Seal)

Place.....

Date.....

Annexure-IA

Code of Integrity for Public procurement: Procuring authorities as well as bidders, suppliers, contractor and consultants/service provider should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly at any stage during the procurement process or during execution of resultant contracts:

1. **Corrupt practice:** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
2. **Fraudulent practice:** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
3. **Anti-competitive practice:** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competitive Act, 2002, between two or more bidder, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid process at artificial, non-competitive levels;
4. **Coercive practice:** harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
5. **Conflict of interest:** participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (Prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
6. **Obstructive practice:** materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statement to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

Annexure-J

Format for declaration by the Bidder for code of Integrity & conflict of interest
(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)
(On the Letter Head of the Bidder)

Ref.No _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ Dated _____ I/we hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned at annexure-5 of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring entity are as under:

A

B

C

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code, its name is not only liable to be removed from the list of registered suppliers/contractors provider, but it would be liable for other punitive action such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India and so on.

Thanking you

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Check list for pre-qualification Bid

1.0: Name Of work: “Manpower Supply to Carry out R & D support activities in different Laboratories in CSIR-CIMAP, Lucknow”

Agency/Firm/Bidder participating in bidding process shall require to upload the **Self Attested Copies of following documents** along with technical bid in GeM Portal. Without these documents, the bid will be technically disqualified:

1. Self-attested copy of Valid Registration No./Certificate of the registration of the company/firm/society etc. Bidder participating in the Bid must be registered firm/company incorporated, society etc. under the relevant act of Govt of India/State Govt. Copy of Memorandum of Article/ Association (MoA) and nature of work for which Firm/Agency etc. has been registered.
2. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address, AADHAR Card and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
3. Copy of valid PAN card, GST registration Government of Central Govt./ Uttar Pradesh Govt., registration at EPF, ESIC and copy of valid Labor License (for minimum 75 manpower) of firm from labour department of Government of Uttar Pradesh/ Central Govt. The service provider is required to have 50% of the required manpower on service provider payroll for at least one year. The bidder should have single order of minimum 75 workers or more in past five years. Proof must be uploaded.
4. Valid Character Certificate issued by the office of the District Magistrate not later than 3 months from the date of publication of tender.
5. Chartered accountant certified copy of financial turnover, balance sheet, copy of bank solvency certificate of at least 50% of estimated cost and copy of submitted Income Tax Return (ITR) statement of having not incurred any loss in last 05 years ending 31 March, 2023.
6. Proof of experience of work done in last 05 years for providing of Manpower service based on minimum wages for providing assistance in various scientific research laboratory related services & laboratory support services. Agencies must have relevant work experience in the national research laboratories, hospitals, institutes and research centres/similar organizations of Central/State Govt./Autonomous Bodies/Public Sector Undertakings/CSIR.
7. EMD. Proof of EMD Exemption from payment of earnest money (EMD), if any to the registered MSME's is as per Government of India guidelines and producing the certificate of registration of firm under MSMEs, Govt. of India and providing similar nature of work/services.
8. Notarized undertaking that agency has not been blacklisted in Central/State government, CSIR laboratories, Department or in any public sector undertaking in the last 5 years not later than 3 months from the date of publication of tender.

9. The tenderers should have registered Office address at Uttar Pradesh and documentary proof of it must be uploaded. Rent agreement will not be considered as valid proof of geographical presence.
10. Bid document/Tender document downloaded from portal should be completed, duly signed on each page and should be submitted / uploaded online to confirm the acceptance of the terms and conditions of the tender by the bidder.
11. Duly Signed Integrity Pact.

Note:- Bidders are requested to upload only the relevant documents as mentioned/required in the Tender Document. They are advised to refrain from uploading of unnecessary voluminous documents which makes the Bid Document cumbersome and results in delay of Technical Evaluation process.