

CSIR - CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS

(Council of Scientific and Industrial Research)

PO: CIMAP, Lucknow - 226015

CIMAP Research Centre, Purara PO: Gagrigole(Via-Garur)

Distt. Bageshwar-263688 (Uttarakhand)

Name of work: Execution of Experimental Research Farm Operations for Medicinal and Aromatic Plants at at CIMAP RESEARCH CENTER, PURARA Bageshwar, Uttarakhand

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Note : Tenderer should confirm that they have received all the above papers

Received Rs. _____ (Rupees _____) only in cash
vide receipt no. _____ dated _____ from M/s _____
_____ as cost of the tender documents

Signature of the Cashier

Tender Issued to. :

Signature of the Officer
Issuing Tender

Crossed Demand Draft / Bankers cheque from a Nationalized Bank for Rs. _____
(Rupees _____) drawn on
_____ is enclosed with the tender

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

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NOTICE INVITING TENDERS

Sealed tenders IN TWO BID SYSTEM (Technical and Price Bid) are hereby invited for Job contract for Execution of Experimental Research Farm Operations for Medicinal and Aromatic Plants at CIMAP RESEARCH CENTER, PURARA Bageshwar, Uttarakhand from the reputed and experienced firms/agencies/companies established, functioning and Registered with Assistant Labour Commissioner (Central) as Contractor under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 having at least 5 years experience of rendering similar jobs in CSIR/Central/State Govt./Autonomous Bodies/ Public Sector Undertaking Institutions etc. The tenderers should have successfully completed at least two similar works of 50% value of estimated cost or above in single contract during the last three years in CSIR/Central/State Govt./Autonomous Bodies/ Public Sector Undertaking Institutions etc.

The Estimated cost is 17.80 Lakhs and earnest money is Rs.35,600.00 (Rupees thirty five thousand and six hundred only). Tender documents shall be issued during office hours in the office of **Controller of Administration, CIMAP, CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS** , Post office CIMAP, Lucknow-226015 and **Sri Anand Singh, Bist, TO, CIMAP, R.C, Purara, P.O. Gagrigole (via Garur) Distt. Bageshwar –263688 Uttarakhand** from 05-11-2012 to 19-11-2012 on cash payment of Rs500.00 (Rupees Five Hundred only).

The cost of tender papers is not refundable. The tenders will be issued to only those contractors who produce original certificates of the proof of their experience, PAN NO., valid Licence under the Contract Labour (Regulation and Abolition Act, 1970) and registration of EPF/ESI Act for the period of experience in earlier contracts and having local sub-code of EPF/ESI while making request for issue of Tender Documents. The firm should have local office. Tenderers may submit the tender in the Tender Box kept in the office of Controller of Administration, CIMAP, CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS ,Post office CIMAP, Lucknow-226015 up to 2.30 P.M. on dated: 23-11-2012 and will be opened at 3.30 PM on the same day at CIMAP, Lucknow in the presence of the tenderers present.

The tender document can also be downloaded from CIMAP website www.cimap.res.in and the cost of tender Rs.500/- to be paid through D.D/Pay order in favour of Director CIMAP, Lucknow along with technical bid.

The Director, CIMAP reserved the right to award contract for the above services either to one party or more than one party. He also 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.

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A P P E N D I X

Mode of Payment	<p>Monthly payment will be made on the production of Bill, acquaintance rolls after payment to the labourers is made by the Contractor positively before 10th of the month. Further, contractor will attach the copies of challan of EPF & ESI of previous month along with bills. Income Tax & other statutory deductions as applicable from time to time shall be made from the monthly bills as per Govt. rules.</p> <p>The employer part of 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.</p>
Earnest Money	The contractor shall deposit EMD for an amount of Rs. 1,15,9 00.00 in the form of an Account Payee Demand Draft from a Nationalized /commercial bank in favour of ' <u>The Director, CIMAP, Lucknow</u> ' along with the Technical Bid. The Bid Security will remain valid for a period of ninety days beyond the final bid validity period. EMD shall be forfeited, if the successful bidder fails to sign the formal agreement and start the work within the specified period or neglects to execute the Contract or fails to furnish the required performance Security within the time frame specified by the CIMAP. EMD can also be forfeited, if the tenderer submits false /fraud documents.
Subsequent Retention	Earnest Money deposited with the tender will be treated as a part of the security deposit on award of work
Security Deposit	The contractor shall be required to deposit 10% of the contract value of the work awarded to him in the form of FDR/DD. This security money will be refunded after expiry of contract and submission of 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 & conditions of the agreement leading to midway termination of the contract. This security deposit shall not carry any interest
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.
Arbitration	The courts at Lucknow shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

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Distt. Bageshwar-263688 (Uttarakhand)

TERMS AND CONDITIONS

Sealed tenders should be submitted in the Office of SCIENTIST-IN-CHARGE, CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS, RESEARCH CENTRE, NAGLA (PANTNAGAR). The envelope should be super scribed "Tender for execution of Execution of Experimental Research Farm Operations for Medicinal and Aromatic Plants at at CIMAP RESEARCH CENTER, PURARA Bageshwar, Uttarakhand" due on 23-11-2012 at 3.30 PM.

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

Envelope "A" (Technical Bid) should contain the following:-

- i. Particular of the Tenderer duly filled in the Form-II (attached to this Tender).
- ii. Experience Certificate alongwith satisfactory work completion certificate of rendering similar jobs in CSIR/Central/State Govt./Autonomous Bodies/ Public Sector Undertaking Institutions etc as provided at Form-III
- iii. Copies of Experience certificate(s) alongwith satisfactory work completion certificate of having 5 years experience of rendering similar jobs in CSIR/Central/State Govt./Autonomous Bodies/ Public Sector Undertaking Institutions etc
- iv. A copy of partnership deed, in case of partnership firms.
- v. Full particulars, in case of Co-operative society for satisfactory running of Co- operative for two years.
- vi. Copy of the income tax return filled for the preceding year & PAN No.
- vii. EPF & ESI, Service Tax registration Number(s).
- viii. Copy of having valid labour contract license for supply of labour in Central/ State Govts. /Autonomous Bodies /Public Sector Undertaking Institutions / CSIR under C.L. (R&A) Act. 1970.
- ix. Demand Draft for earnest money.
- x. Character Certificate issued from District Magistrate or in the form of an Affidavit on the stamp paper of Rs.100/- to the effect that the contractor/firm has not been blacklisted by any Govt.deptt/CSIR as also that there is no criminal case pending against the firm/contractor in any court of Law.
- xi. The bidding contractor has to submit a written undertaking on the letter pad of the firm alongwith Technical Bid that he/she has cleared all the statutory liabilities viz. EPF, ESI, minimum wages etc. of the labour contract while he/his firm was dealing with any Govt./semi Govt./CSIR Institution for last three years.
- xii. Tender documents duly signed by Tenderers or by his/her authorized signatory with seal of the firm
- xiii. Any other certificate/Document, if required.

Envelope "B" (Price Bid) should contain the following:-

- I. Service Charge(s) in Percentage (%) only on Minimum wages, in enclosed Performa Form-I.

Each of the above envelopes shall be sealed.

2. The Management reserves to itself the right to scrutinize credentials of all tenders and to arrive at a conclusion to its satisfaction regarding the suitability of the party based on such examination/enquiry as deemed necessary. Issuing of tender form will not as such be accepted as proof of eligibility for the contract. A committee will first open envelope 'A' in respect of Tenderers and after the committee has satisfied itself that All documents/information required have been furnished and the Tenderer is found suitable and competent for performing the job, committee will open the envelope 'B'. In case the Tenderer withholds information/documents or the party is not found suitable, envelope 'B' shall not be opened and the Tender will be rejected out rightly.
3. Attested copies of performance/experience certificates given by organizations/ undertakings that the contractor has undertaken similar works during last five years must be attached. The certificate should be signed by the Head of Administration where he has provided services. If the signatures are not legible his name may be indicated alongwith telephone nos. The original certificate should be produced before award of the contract.
4. For partnership firms, a copy of the partnership deed may be furnished.
5. In case of Co-operative Society a copy of each of article of association and the latest certificate from the Registrar, Co-operative Societies mentioning that the Co-operative societies functioning satisfactorily for the last two years as per latest Audit Reports and other relevant record of the society.
6. The contractor shall furnish the indemnity bond from the General Insurance Company at his own cost to indemnify CIMAP/CSIR against any claim arising out of or connected with the Tender
7. Copy of the Income Tax return of the preceding year in the prescribed proforma issued in the name of the firm/Co-operative society should be enclosed with the Tender.
8. Earnest money of Rs35600/-in the form of D.D / Bankers Cheque drawn on a Nationalized Bank/commercial bank in favour of Director, CIMAP, Lucknow, payable at Lucknow should be attached with the Tender. Tender without earnest money will not be entertained. The Tender money in any other form will not be accepted.
9. Tenderer has to submit a valid Character Certificate in the form of an Affidavit on the stamp paper of Rs.100/- to the effect that the contractor/firm has not been blacklisted by any Govt.deptt/CSIR as also that there is no criminal case pending against the firm/contractor in any court of Law.
10. The bidding contractor has to submit a written undertaking alongwith Technical Bid that he has cleared all the statutory liabilities viz. EPF, ESI, minimum wages etc. of the labour contract while he/his firm was dealing with any Govt./semi Govt./CSIR Institution for last three years.
11. The contractor shall comply with all the provisions of Contract labour laws including Employees State Insurance Act and shall keep CIMAP absolved from all acts and omissions, falls breaches and/or claims, demands, loss, injury and expenses to which CIMAP may be put or involved as a result the contractor failure to fulfill any of the above obligations and CIMAP shall be entitled to

recover any such losses and expenses which may have to suffer on account of such claims demands loss or injury from the contractors monthly bill or from security deposit or from any money due to contractor without prejudice to its any other rights under the law.

12. The 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.
13. 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.
14. The Contractor will make payment to the labourers before 10th of each month in presence of committee nominated by Director, CIMAP and the date of disbursement of wages has to be displayed well in advance on the notice board of contractor.
15. Contractor has to submit copy of payment slip showing name of the labour, no of attendance, EPF/ESI No., wages per day and all deductions like EPF/ESI etc. along with monthly bill duly certified by CIMAP representatives and copy of EPF & ESI Challan with proper proof that the money deducted towards EPF/ESI have been deposited for previous month; CIMAP will ensure to make payment to the contractor at the earliest. If the wages are not paid by the Contractor on time, the office shall have the right to deduct the amount from the dues of the Contractor and pay the wages itself. This obligation is imposed on the Contractor to ensure that the Contractor is fulfilling his commitment towards his workers so deployed under various labour laws, having regard to the duties of CIMAP (CSIR) in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act. 1970. The Contractor shall comply with or cause to be complied with, the contractors labour regulations made by CSIR from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction unauthorizedly made, maintenance of wage book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.
16. Monthly/Six monthly/Yearly statements from EPF /ESI office showing details of amount credited in the account of each labour has to be displayed on the notice board and also copy of same to be submitted in office.
17. In case any of the worker (s) so deployed by the Contractor does not come up to the mark or does not perform his duties properly or any report is received by the contractor about the said person's negligence or non-performance of duty or any unlawful activities or joining in union/ association activities of disorderly conduct, the contractor shall, take suitable action against such workers on the report of the authorized Representative of CIMAP. The Contractor shall immediately replace that particular person so deployed.
18. The Contractor must remove all workers deployed by him on termination of the contract or any ground whatsoever from the premises of the CIMAP and ensure that no person shall create any disruption/hindrance/problem of any nature to CIMAP (CSIR)
19. Workers provided by the Contractor for executing the work contracted out shall be employees of the Contractor and will be on his pay roll and shall receive instructions from him for the work

to be carried out by them and for effective discharge of the work. The work will be supervised by the Representative of CIMAP and the contract workers shall abide by his instructions.

20. The contractor shall provide identity cards to the workers employed by him bearing their photographs, name of the worker, father's name, date of birth and residential address etc. which shall be produced by the worker on demand of any officer or staff of CIMAP authorized for this purpose. Further, all the above shall also be submitted to the office.
21. In connection with the services to be provided, the contractor will deploy all the labourers for work between the age of minimum 18 years and maximum 50 years.
22. The contractor may require to engage daily an effective strength of labourers for carrying out the works, as required on an average of manpower of **03 Skilled and 022 Unskilled** workers per day for **26 days per month** would be required for carrying out the quality work.
23. The contractor shall have to carry out Field operations/work as detailed in Annexure-I as per our requirement. Either contractor or his representative have to be present at the sites for supervision.
24. The security will be refunded to the Contractor after the satisfactory performance of the contractor and expiry of the contract period, and submission of Form 3A, Form 6A and Form 23 ensuring that EPF, ESI etc. have been deposited by the contractor.
25. The contractor will have to execute an agreement after the award of the work but before the commencement of work.
26. The last month payment of the contract will be paid only after receiving the satisfactory completion certificate.
27. The contractor shall have to maintain at his own expense attendance register throughout the contract period in which the daily attendance of the workers shall be recorded.
28. The contractor shall maintain a supervisor at his own expense who shall call the worker(s) to record their attendance.
29. The Contractor or his authorized representative shall have to be present on the site of work and will be responsible for execution of contract.
30. Tender submitted shall remain valid for 90 days from the date of opening for purpose of acceptance and award of work, validity beyond 90 days from the date of opening shall be by mutual consent.
31. Any alteration/modification in tender documents and giving/submitting wrong/forged information/document will be liable for legal action and the earnest money will be forfeited
32. The Contractor shall be responsible for any loss or damage caused by him or any of his workers by theft or otherwise to the property of the CIMAP and shall pay to CIMAP on demand at the current value of such properties.

33. On award of contract the contractor shall deposit with the Institute FDR/DD issued by a Scheduled Bank in favour of the Director, CIMAP, Lucknow in specified form for a sum of Rs. 1,78,000/- (Rupees one lakh seventy eight thousand only) as security money which should be valid for the duration of the contract. The Security deposit shall be 10% of contract value of work.
34. The Security money so deposited will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the institute of account of failure or negligence on the part of employees of contractor.
35. Income tax as per rules will be deducted from each bill.
36. The Contractor must be registered under the Contract Labour (Regulation and Abolition) Act 1970 as amended. Any obligations and/or formalities which for the purpose of entering into, and/or execution of the contract shall be carried out by the Contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the CIMAP (CSIR). The contractor shall be solely liable for any violation of provisions of the said Act or any other Act. The contractor shall furnish an attested copy of Registration Certificate that he is registered under the provision of contract labour (Regulation & Abolition) Act.1970.
37. On award of contract, the contractor shall be bound to submit labour license certificate issued by competent authority within one month from the date of award of work failing which award of contract stands terminated without any notice.
38. Each page of the tender document submitted by the contractor should be signed by the contractor.
39. The criteria of evaluation of lowest bidders shall be the service charge (in percentage) as quoted by the tenderer.
40. 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.
41. In addition, all terms and conditions mentioned in the model agreement attached and marked as **Annexure-B** will be applicable.

Signature of Contractor
(With seal)

ANNEXURE- A**CIMAP Research Centre, Purara PO: Gagrigole(Via-Garur)**
Distt. Bageshwar-263688 (Uttarakhand)

The CIMAP RESEARCH CENTER, PURARA, is located in the laps of Western Himalayas in Katyur Ghati of Bageshwar district of Uttarakhand. The Experimental Research Fields are spread over an area of about 10 ha. The various medicinal and aromatic crops (Aromatic grasses, geranium, lavender, rosemary, pyrethrum, pachouli, rose, ect) are grown in the field plots, conservatory and gene bank to carry out Research experiments involving different field operations as per requirement of the crops/ plants and experimental procedures (a list enclosed) The contractor has to carry out the experimental field operations for cultivation and maintenance of the above mentioned medicinal and aromatic crops as per the need and experimental procedures. The entire field plots, roads, bunds will have to be maintained in proper condition as per requirement with the consultation of Scientist In-Charge.

List of field operations at CRC Purara, Bageshwer

	Field Operations
1.	Terrace making and land preparations for layout of fields experiments
2.	Layout and levelling of field plots for planting and sowing of various MAPs and repair as required
3.	Planting of different crops by cuttings, seedlings, slips, ect as required
4.	Sowing of different crops by broadcasting of seeds or in line sowing using kutla as per requirement.
5.	Gap filling of different crops and thinning.
6.	Weeding with khurpi in crop fields and removal of weeds
7.	Hoeing in fields with spades and removal of weeds
8.	Fertilizer application and FYM compost/vermicompost
9.	Spraying of pesticides/weedicide
10.	Harvesting of crop herbs like aromatic grasses, geranium, lavender, rosemary, etc.
11.	Making of irrigation channels/repairing and cleaning
12.	Maintenance of paths, removal of paths, removal of weeds and disposal at required site.
13.	Repair of layouts, bunds, slopes and channels
14.	Earthing different crops
15.	Picking of flowers/twigs/leaves of different medicinal and aromatic plants and collection of seeds
16.	Nursery raising for propagation of various medicinal and aromatic plants for multiplication
17.	Preparation of cuttings of various medicinal and aromatic plants
18.	Filling of polythene bags for raising plantlets, planting of cuttings and their maintenance
19.	Regular maintenance of plants in green houses and poly houses.
20.	Harvesting and transportation of crops herbs from fields.
21.	Operation of fields distillation units and firing maintenance and cleaning of distillation tanks.
22.	Shifting of materials from store to drying site and vice-versa.
23.	Threshing and winnowing of crops and packing of seeds.
24.	Arranging planting materials on demand basis.
25.	Pruning of rose plants making of cuttings and disposal of waste twigs
26.	Maintenance of Medicinal and aromatic plants gene Bank
27.	Raising of walls for terraces and their maintenance.
28.	Regular removal of grass weeds on bunds and channels
29.	Maintenance of lawns with flowering beds and house plants in fields/pots
30.	Raising of nursery of seasonal Flowers and transplanting and their maintenance
31.	Daily general cleaning with broom of pucca floors around buildings, pot floors and distillation complex.
32.	Maintenance and cleaning of laboratory rest rooms, and toilets and cooking of food when required.
33.	Maintenance of pump house, irrigation tanks and irrigation/drinking water supply pipes.
34.	Maintenance of electricity points and fittings in the office building and campus.
35.	Other misc. unforeseen work.

Form – I**To be kept in a sealed envelope and mentioned "Price Bid" on the top****CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS**

(Council of Scientific and Industrial Research)

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Distt. Bageshwar-263688 (Uttarakhand)

Schedule of Contract Value

Contract for Execution of Experimental Research Farm Operations for Medicinal and Aromatic Plants at at CIMAP RESEARCH CENTER, PURARA Bageshwar, Uttarakhand

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) Service Tax :
4. Percentage of Service Charge on minimum wages payable from time to time for providing labours:
In Figures :
In word :
5. Earnest Money Rs...../- deposited vide DD No.
Dated..... of (Bank)

Note:

1. The Contractor may visit Farm/ Laboratory 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 labourers.
8. The criteria of evaluation of lowest bidders shall be the Service Charge(s) (in percentage) as quoted by the tenderer.

DECLARATION

I/We undertake to abide by the terms and conditions of the Security services arrangement. The persons to be deployed in CIMAP for Security Services 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)

Form - II

CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS
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CIMAP Research Centre, Purara PO: Gagrigole(Via-Garur)
 Distt. Bageshwar-263688 (Uttarakhand)

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.
---------	----------------------	-----------------------------

- 1.
- 2.
- 3.

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.
- 2.

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

Form- III

CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS
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EXPERIENCE CERTIFICATE

As per NIT, Tenderers should be having five years experience and successfully completed at least two works amounting to 50% value of estimated cost or above in single contract during the last three years.

Sl. no.	Name of the work*	Site of work	Period of work	Value of work/ Annual turnover	Name of the organization & Incharge under whom work got done
1					
2					
3					
4					
5					

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

Annexure – B**AGREEMENT FOR THE CONTRACT FOR EXECUTION OF EXPERIMENTAL RESEARCH
FARM OPERATIONS FOR MEDICINAL AND AROMATIC PLANTS Plants at CIMAP
RESEARCH CENTER, PURARA, BAGESHWAR, UTTRAKHAND.**

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

AND..... (hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the CSIR is desirous of giving a job contract for providing manpower with minimum output as per norms for the work of, which is a constituent unit of CSIR (hereinafter referred to as Lab/Instt) and whereas the contractor has offered to provide the man power on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal and any other bar for him in this respect. Any obligation and/ or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/ or execution of this contract shall be carried out by the contractor at his own expenses etc. and the Contractor shall report the compliance thereof to the CSIR. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR has agreed to award the contract of work for Execution of Experimental Research Farm Opeartions for Medicinal and Aromatic Plants at at CIMAP RESEARCH CENTER, PURARA Bageshwar, Uttarakhand hereinafter mentioned as work assigned details of which are given at Annexure -'A'. ±

AND WHEREAS the Contractor has agreed to furnish to the Lab/Instt. a security deposit of Rs1,78,000/- (Rs. One Lakh Seventy eight thousand only) by way of DD/FDR in the name of Director,CIMAP,Lucknow of any Nationalized Bank. Lucknow.

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

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in, consultation with Director of the Lab./Instt. Or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director of the Institute, for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the Lab./Instt. or the officer designated by the Director in this respect from time to time.
3. That the Director of the Lab./Instt. or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Lab./Instt/CSIR in this respect. Further, the Contractor shall immediately replace the particular persons so deployed on the demand of the Director of the Lab./Instt/CSIR in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure-'A' as deemed fit by him in consultation with the Lab.
2. That for performing the assigned work, the contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the contractor shall be from amongst the retired/released ex-service personnel of high integrity and good conduct and preferably below the age of 50 years.
3. That the Contractor shall submit details, such as names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the Lab./Instt/CSIR for the purpose of proper identification of the employees of the Contractor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.

4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
5. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance 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.
6. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omission, faults, breaches and/ or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act, rules/ regulations and/ or any bye laws or rules framed under or any these, the CSIR shall be entitled to recover any of the such losses or expenses, which may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's monthly payment.
7. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officer of CSIR/LAB./Instt.
8. That the Contractor shall make the payment of wages, etc, to the persons so deployed in the presence of representative of the Lab./Instt/CSIR and shall on demand furnish copies of wage register/muster roll etc. to the Lab/Instt. For having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed under various Labour Laws, having regard to the duties of CSIR in this respect as per the provisions of contractor Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the labour regulations from time to time in regard to payment of wages, wage period deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wages book, wage slip publication of scale of wage and terms of employment, inspection and submission of periodical returns.
9. That the Contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at CSIR Lab./Instt. In their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.
10. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR/.

11. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them do not violate relevant provisions of shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director of the Lab/Instt. A sum as may be claimed by Lab/Instt/CSIR.
12. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Lab/Instt. and ensure that no such person shall create any disruption/hindrance/problem of any nature in Lab/Instt. either explicitly or implicitly.
13. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
14. The security will be refunded to the Contractor within one month of the expiry of the Contract only on the satisfactory performance of the contract.
15. That the Contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.
16. The Contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payment due to the Contractor under this contract.

C. CSIR'S OBLIGATIONS

1. That in consideration of the manpower provided by the contractor as stated above, he shall be paid actual wages plus service charges of the manpower on monthly basis. Such payment shall be made by the 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.
2. That the aforesaid actual amount of service charges 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 services tax, if any, paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.

D. PENALTIES/LIABILITIES

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

E. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. and shall remain in force for a period of one year i.e. This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies:-
 - a) On the expiry of the contract period as stated above.
 - b) By giving one month's notice by CSIR on account of :
 - (i) Committing breach by the Contractor of any of the terms and conditions of this agreement.
 - (ii) Assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of the Lab./Instt.
 - c) On Contractor being declared insolvent by competent Court of Law.

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

F. ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to DGCSIR or his nominee.
2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director- General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The Arbitrator may give interim award (s) and/or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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

For and on behalf of
The Contractor

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

WITNESS

- 1.
- 2.

