



**CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS**  
**(Council of Scientific and Industrial Research)**  
**Post Office-CIMAP, Lucknow-226015**

**Name of Work: Rendering services viz. water supply, Electrical, Land use planning,  
Carpentry maintenance etc. to CIMAP staff colony in sector -7  
Vikas Nagar, Lucknow**

**CONTENTS**

SI No.	Description	No. of pages
1.	Contents	1
2.	Notice inviting Tenders	2-4
4.	Appendix	5
5.	Terms & Conditions	6-13
6.	List of minimum materials to be supplied by the Contractor	14
7.	Particular of tenderers	15
8.	Experience certificate	16
9.	Abstract of cost and schedule of quantities.	17-20
10.	Contract agreement format.	21 to26

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

**M/s.....**

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

Signature of the Tender Issuing Officer

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

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

Particulars of Earnest Money

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

**Rs.48,000.00 (Rupees Forty eight thousand only)** Drawn in favor of the  
Director, CIMAP, Lucknow issued by schedule bank .

**Signature of Tenderer**



**CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS  
(Council of Scientific and Industrial Research)  
Post Office-CIMAP, Lucknow-226015**

**NOTICE INVITING TENDERS**

1. Tenders are hereby invited for the work of **Rendering services viz. water supply, Electrical, Land use palnning, Carpentry maintenance etc. to CIMAP staff colony in sector-7, Vikas Nagar, Lucknow** from contractors of appropriate class, who have working experience in providing sanitation, water supply, electrical, land use planning, carpentry maintenance services, etc. at least three years in CSIR/Central/State Govt./Autonomous Bodies/Institutions/Hospitals in similar work. Tenderers should have successfully completed at least three works amounting to **40% (Rs.9.59 Lakhs)** or two works of **50% (Rs 11.99 Lakhs)** or at least one work amounting to **80% (Rs.19.18 Lakhs)** value of estimated cost or above in single contract during the last five years. The tenders will be issued to only those contractors who produce original certificate of the proof of their experience, PAN No. The contractor should hold a valid license 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, Firm should have local office.
2. **Estimated cost is Rs23.97 Lakhs** for one year.
3. Duration of contract will be for one year and the date of commencement shall be reckoned from the tenth day of issue of award letter. Extension of contract for one more year may be considered on the same terms and conditions, if mutually agreed between both parties.
4. Tenders should be on the specified form (Non transferable) which may be obtained from the office of the Controller of Administration, CIMAP, Lucknow during office hours on payment of **Rs500.00** in cash or Demand Draft drawn in favour of Director, CIMAP, Lucknow (Non-refundable). Sale of tenders shall be stopped three days before the date of opening of tenders. Tenders will be sold from 10.00 AM to 4.00 PM daily on all working days from **22-06-2015 to 02-07-2015**.
5. **Tenders should be submitted in double sealed covers contain two bids i.e. Technical Bid for credential as per NIT and Price Bid super scribed with the name of the work, date and time of opening written both of the inner and outer envelopes and each pages of tender document should be signed be the Contractor with Rubber Stamp.** They will be received upto 2.30PM on **06.07.2015** and will be opened at 3.30PM on the same day in the office of Controller of Administration, CIMAP, Lucknow. Tenders should be dropped in the tender box before the closing date and time indicated. In case these are sent by post these should be sent by Regd. Post/speed post addressed to Controller of Administration, **Central Institute of Medicinal and Aromatic Plants, PO. CIMAP, Lucknow-226015**. Tenderes



- are to ensure that they post the tender will in advance so as to reach before the closing time and date indicated.
6. The Earnest Money of **Rs.48,000.00 (Rupees Forty eight thousand only)** in demand draft in favour of Director, CIMAP, Lucknow should accompany the tender. Tenders received without earnest money will be invalid.
  7. The Employer does not bind himself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
  8. Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
  9. Tender and/or earnest money receipts or demand drafts received after 2.30PM on **06-07-2015** Whether sent by post/delivered in person are liable to be rejected.
  10. Crossed Demand Draft drawn on out station banks should include bank commission failing which the earnest money deposited shall be deemed as inadequate.
  11. THE COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tender received without assigning any reasons.
  12. Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing will be liable to rejection on the same ground.
  13. Tender incorporation additional conditions are liable to the rejected.
  14. The contractor (s) shall declare in writing that neither he nor any of them in any way, related to any technician officer of the rank of under Secretary or above in the Council or in the Laboratory/Institute where the work is to be executed.
  15. Sales tax or any other tax or duties on materials in respect of this contract will be payable by the contractor and nothing extra will be paid for increase in such taxes or duties even if imposed or levied either before or after the tenders are opened or during the currency of the contract.
  16. Item rate tender showing percentage above or below are liable to be projected.
  17. Earnest money is liable to be forfeited, if the contractor selected for the work fail to send necessary stamp paper or to sign the formal agreement within seven days from the date of commencement given in the work order, the work will automatically stand determined.
  18. Name & address of the officer to whom earnest money/receipt/drafts are to be sent, along with tender  
The Director Central Institute of Medicinal & Aromatic Plants CIMAP  
Lucknow-226015
  19. Tender which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to rejection.



20. Contractor (s) should submit, in addition the details of their registration, etc. particulars of the work carried out by them including the details or organization for whom they worked, their location and cost, etc. along with the original tender.
21. Contractor (s) must quote for all the items of the schedule together otherwise their tenders are likely to be treated as incomplete.
22. Expect writing rates and amounts contractor (s) should not write any conditions or make any change, additions, in the printed form of tenders. Contractors should give rebates, if any and modification, conditions etc. in a separate forwarding letter if they so desire. Tenders containing modifications in printed form shall be treated as invalid. Conditional rebates will not be considered for comparison.
23. Any additions, subtractions alternations, in tender conditions or rates and amounts, submitted by tender after submission of tender will not be considered, unless the tender called by the department to make the same.
24. Tenders submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work validity beyond 90 days from the date of opening shall be mutual consent failure to enter into agreement or carrying out the work would lead to forfeiture of Earnest money deposited along with tender.
25. This tender document shall from part of the agreement.



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

**A P P E N D I X**

- Mode of Payment:** Monthly payment will be made on the production of Bill, acquaintance rolls after payment to the labourers is made by the Contractor positively before 10<sup>th</sup> of the month. Further, contractor will attach the copies of challan of EPF & ESI of previous month along with bills. Income Tax & other statutory deductions as applicable from time to time shall be made from the monthly bills as per Govt. rules.
- Earnest Money:** The contractor shall deposit EMD for an amount of **Rs.48,000.00 (Rupees Forty eight thousand only)** in the form of an Account Payee Demand Draft from a Nationalized /commercial bank in favour of The Director, CIMAP, Lucknow along with the Technical Bid. The Bid Security will remain valid for a period of ninety days beyond the final bid validity period. EMD shall be forfeited, if the successful bidder fails to sign the formal agreement and start the work within the specified period or neglects to execute the Contract or fails to furnish the required performance Security within the time frame specified by the CIMAP. EMD can also be forfeited, if the tenderer submits false /fraud documents.
- Subsequent Retention:** Earnest Money deposited with the tender will be treated as a part of the security deposit on award of work.
- Security Deposit:** The contractor shall be **required to deposit 10% of the contract value of the work awarded to him in the form of FDR/DD. This security money** will be refunded after expiry of contract and submission of form 3A, 6A and 23 ensuring that EPF, ESI, service tax, etc. have been deposited by the contractor. The security money will be forfeited in case the contractor fails to execute the works as per the terms & conditions of the agreement leading to midway termination of the contract. This security deposit shall not carry any interest.
- Conditional bids:** Conditional bids will be summarily rejected.
- Duration of Contract:** The Contract may be valid initially for a period of one year. However, the Director, CIMAP reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to mutually.
- Arbitration:** The courts at Lucknow shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.



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

**TERMS AND CONDITIONS**

Sealed tenders should be submitted in One Sealed envelope mentioning Tender for – **Rendering services viz. water supply, Electrical, Land use palnning, Carpentry maintenance etc. to CIMAP staff colony in sector-7, Vikas Nagar, Lucknow** due on **06-07-2015** on the top, which shall contain two envelops one technical bid and one price bid.

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

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

1. Tender fee of Rs500.00 (Non refundable) } Separate Demand Draft drawn in favour of
2. EMD of Rs48,000.00 (Bank Draft) } Director, CSIR – CIMAP, Lucknow.
3. Self attested Requisite experience proof along with certificate regarding satisfactory completion of work.
4. Self attested Registration certificate from EPF, ESI and service tax authorities.
5. Self attested valid Registration certificate/ Licence issued from Assistant Labour Commissioner / Regional Labour Commissioner (Central)
6. Self attested Copy of pan card.
7. Duly filled and signed Tender documents except pries bid.
8. Self attested valid Character certificate from District Magistrate or in the form of an original 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
9. Self attested Proof of submission of EPF and ESI with the concerned authorities.
10. A copy of partnership deed, in case of partnership firms.
11. Full particulars, in case of Co – operative society for satisfactory running of co- operative for two years.
12. The biding 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.

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

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

Each of the above envelopes shall be sealed.

1. The Management reserves to itself the right to scrutinize credentials of all tenders and to arrive at a conclusion to its satisfaction regarding the suitability of the party based on such examination/enquiry as deemed necessary. Issuing of tender form will not as such be accepted as proof of eligibility for the contract. A committee will first open envelope ‘I’ in respect of Tenderers and after the committee has satisfied itself that All documents/information required have been furnished and the Tenderer is found suitable and competent for performing the job, committee will open the envelope ‘II’. In case the



Tenderer withholds information/documents or the party is not found suitable, envelope 'II' shall not be opened and the Tender will be rejected out rightly.

2. 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.
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 two 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 CIMAP/CSIR against any claim arising out of or connected with the Tender
6. 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.
7. Earnest money of **Rs. 48,000/-** in the form of D.D / Bankers Cheque drawn on a Nationalized Bank/commercial bank in favour of Director, CIMAP, Lucknow, payable at Lucknow should be attached with the Tender (Technical Bid). Tender without earnest money will not be entertained. The Tender money in any other form will not be accepted.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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)
17. 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.
18. 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.





19. The contractor will have to execute an agreement after the award of the work but before the commencement of work.
20. The last month payment of the contract will be paid only after receiving the satisfactory completion certificate.
21. 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.
22. The contractor shall maintain a supervisor who shall call the worker(s) to record their attendance.
23. The Contractor or his authorized representative shall have to be present on the site of work and will be responsible for execution of contract.
24. 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.
25. Any alteration/modification in tender documents and giving/submitting wrong/forged information/document will be liable for legal action and the earnest money will be forfeited. Further any additions, subtractions, alterations, in tender conditions or rates and amounts, submitted by tenderers after submission of tender will not be considered, unless the tenderers are called by the departments to make the same.
26. The contractor shall provide identity cards to the workers employed by him bearing their photographs, name of the worker, father's name, date of birth and residential address etc. which shall be produced by the worker on demand of any officer or staff of CIMAP authorized for this purpose. Further, all above shall also be submitted to the office.
27. 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.
28. On award of contract the contractor shall deposit with the Institute FDR/DD issued by a Scheduled Bank in favour of the Director, CIMAP, Lucknow in specified form for a sum of Rs. .... (Rupees.....) only as security money which should be valid for the duration of the contract. The Security deposit shall be 10% of contract value of work.
29. 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.
30. Income tax as per rules will be deducted from each bill.



31. 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.
32. Each page of the tender document submitted by the contractor should be signed by the contractor.
33. 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.
34. 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.
35. The contractors should quote in figures as well in words the rates and amount tendered by them. The amount for each item should be worked out and the requisite totals given.
36. 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.
37. Duration of rendering sanitation services will be one year and the date of commencement shall be reckoned from the tenth day of issue of award letter. Extension of contract for one more year may be considered on the same terms and conditions, if mutually agreed between both parties.
38. Tenders and / or earnest money receipts or demand drafts received after 2.30 P.M. on **06-07-2013** whether sent by poster delivered in person are liable to be rejected.
39. The Employer does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the tenders received without assigning any reasons.
40. Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection on the same ground.
41. The tenderer shall not be permitted to tender for works in the concerned unit of CSIR in which a relative is posted in the grade between Controller of Administration and Junior Engineer, (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above.



## GENERAL CONDITIONS

1. The services envisaged under the percent contract shall be rendered by the contractor under the supervision and direction of the Engineer, Central Institute of Medicinal and Aromatic Plants (Here in after referred to as CIMAP) or any other person appointed by the Director, CIMAP from time to time.
2. The schedule of quantities, programmer of this contract. The decision of the Director, CIMAP in reference to all matters of dispute as to material and workmanship shall be final and binding on the contractor.
3. The Director, CIMAP reserve to himself the right of altering the schedule of work and of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this contract.
4. The term of the contract is for one year which can be extended for another year on the same terms and conditions as here in contained, if agreed to by both the parties. However, the contract can be terminated by giving one month's notice to the contractor without assigning any reason whatsoever, or even forthwith if the contractor fails or neglect to tender any they said services to the satisfaction of the employed or commits breach of the conditions.
5. Efficiency is the essence of this contract. The contractors undertaking to provide the services set out above efficiently and maintain the standard cleanliness required from him under the contract. In case of failure to provide such services the contractor shall pay/authorizes the employed to deduct have incurred on job not done or not properly done plus 10% as liquidated damages from any payment due to the contractor.
6. The contractor shall be wholly responsible for any loss or damage to the properties belonging to CIMAP caused by the contractor or by this employees and will pay to the employer to be deducted from any sum found due to the contractor.
7. During the continuance of this contract, the contractor shall at his own cost employ, pay for and provide sufficient staff to render the aforesaid services to CIMAP and shall be solely responsible for the payment of their salaries, remuneration and/or other dose including bonus or other emoluments whatsoever to which such staff will be entitled under any law for the time being in force or which may come in force during the currency of the contractor.
8. The contractor shall not use iron buckets which may damage floors and glazed and only plastics buckets shall be used for cleaning purposes.
9. The contractor/his representative will personally supervise the work will sign the complaint/suggest register maintained the maintenance office in staff colony campus for attending to the complaints and unsatisfactory work, for making improvement in the services being rendered by the contractor.
10. The required material as per list annexed will be arranged by the contractor in the first week of every month and will show them at gate, obtain signature on challan of the security staff on the duty. The material o brought shall be kept in the custody of the Maintenance-in-charge which will be taken back successively by the contractor when required for use in the work. In addition to the total requirement of the material for the complete month, the contractor shall also maintain a buffer stock to the extent of 20% of the total requirement for one month which shall be used by the contractor, when material arranged by him fall short. The material so used by the contractor shall be replenished at the earliest.



11. CIMAP will provide to the contractor space purely on license basis to store the material and other implement required to be used by the contractor for rendering the aforesaid services during continuance of contract.
12. CIMAP shall permit the contractor to consume water and electricity free of charge for rendering the services contracted.
13. No other costs, charges, wages, dues and compensation whatsoever to staff employees or other person engaged by the contractor shall be payable by CIMAP or shall be claimed by the contractor from CIMAP for the services required to be rendered the contractor over and above the contractual payments.
14. The contractor shall provide uniform along with plates to all their workmen within one month of award of work positively otherwise a deduction @ 1% of billed amount will be made from his bill amount.
15. Acid shall not be used by the contractor for cleaning of fixture, if the contractor dose not refrain from use of acid and any fitting is damaged he shall be required to replace the same at his cost.
16. The contractor will present the bill monthly which will be verified and certified for payment by the Engineer.
17. The contractor will produce registration certificate under the provision the contract labour (Registration and Avotation Act, 1970).
18. The contractor shall be responsible for full filling all his obligation towards the persons deployed under law namely Minimum Wages Act, EPF Act, FSI Act, Bonus Act, Maternity benefit Act service Act etc as applicable and amended from time to time.

#### **Special conditions**

1. The contractor will be required to provide sufficient staff as Safaiwalas, Tubewell Operator, Malies, Carpenter, Plumber and Electrician daily to ensure rendering proper and efficient services as per Schedule of work. The work involved can be smoothly carried out by **5160 man days per year**.
2. The services of the contractor shall be available on all working days including Saturday for 8 hours per day from 8.00 AM to 4.30 PM with half hour lunch break.
3. The contractor will provide suitable uniforms to the persons or staff so engaged or to be engaged by him for rendering the aforesaid services and shall also ensure that the same are cleaned, tidy and are born by them at all times while on duty.
4. The contractor shall provide identity card to the staff employed by him, which will be produced on demand by officers or other staff of CIMAP designated for the purpose.
5. The contractor shall provide cleaning and other materials like detergents, towels and antiseptics, etc. as provided in the schedule annexed hereto and on failure to do so. CIMAP shall purchase the materials from open market and debit the same with 10% service charges to the account of the contractor which will be recoverable from his monthly bills.



6. The cost of all tools and plants and materials etc. used in dusting sweeping and cleaning the premises and also the cost of soap cakes liquid soap toilet paper rolls Odonil purifiers and sufficient number of plastic mug etc. for the use in the toilets are included in the contractual payment and that no extra amount will be claimed by or paid to the contractor toward the cost of these items.
7. All the material used for work shall be approved quality and CIMAP reserves the Right to check the material brought for cleaning at any time and reject them if not found suitable.
8. The staff employed by the contractor for rendering the services as contractor will be the employees of the contractor and will be on his pay rolls and they shall receive instructions from the contractor for their duties to be carried out by them and for effective discharge of the aforesaid duties.
9. All the personnel, employees and staff to be appointed by the contractor for due performance of the obligations under the contract will be appointed by the contractor at his also risk and after through medical examination. If any of them is not found to be medically fit prior to or during the course of his employment by the contractor then the contractor shall not employ or engage them and CIMAP shall have the right to refuse admission of such medically unfit employees of the contractor into CIMAP premises.
10. The contractor shall comply with provisions of all labour laws including employees state Insurance Act, workmen's compensation act, payment of minimum wages Act, employees P.F. Act and timely payment of all their dues in respect of the employees engaged by him for rendering the aforesaid services and shall keep CIMAP absolved from all acts and omissions faults breaches and/or claims demand loss injury and expenses to which CIMAP may be put or involved as a result of contractor failure to fulfill any of the above obligations and CIMAP shall be entitled to recover any such losses or expenses which it may have to suffer on money due to contractor without prejudice to its any other rights under the law.
11. The security money deposited by the contractor may be forfeited the event of contractor's failure to fulfill any of the obligations under the agreement and unless so forfeited it shall be refunded to contractor on the expiration or earlier determination of this agreement. The security money shall not carry any interest whatsoever.
12. The except as provided above all disputes and questions arising out of this agreement whether during the currency of contract or thereafter shall be referred to the sole arbitration of DG, CSIR or any other person appointed by him and the decision of the arbitrator shall be final conclusive and binding on the parties to this contractor.
13. Contractor shall keep I.T.I and experienced electrician & tubewell operator to carry out the job.

### **Model Agreement**

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



List showing minimum quantity of some important materials to be consumed by the contractor per month for rendering the services contracted for:

For Dispensary/Common Toilets etc.

Materials supplied by the Contractor ....

Sl.no	Item	Quantities
1	Manson polish	01 kg
2	Duster	4 nos
3	Odonil	8 nos
4	Room Refresher	01 nos
6	Vim	02 kg
7	Flower broom	4 nos
8	Nariyal broom	2 nos
9	DandaZharoo	01 nos
10	Hockey brush	01 nos
11	Harpik 500 ml	2 nos
12	Jala brush	01 nos
13	Phenoilpenethelene	0.5 kg
14	Tissue paper roll	6 nos
15	Surfexo	01 Ltrs
16	Liquid soap (Dettol / Hindustan Lever)	2 Ltrs
17	Old Dhoti	2 nos
18	Glass cleaner Colin 500 ml each	2 nos
19	Hit Spray (black) 500 ml pack	1 nos
20	Finit 1 ltr pack	1 nos
21	Bleaching powder	5 kg
22	Table duster	4 nos
23	Wiper Unick make	1 nos
24	Uniform	16 set
25	Bamboo Ladder	1
26	Mug plastic (Cello/ Poly set make)	8
27	Buckets plastic (Cello/ Polyset make)	4
28	Dust been with cover for Ladies Toilet (Cello/ Polyset make)	6
	Total	

Material from Sl. No. 1 to 23 to be required for one month

Material from Sl. No. 24 to 28 to be required for one year

Note:

1. The above requirement of the materials is minimum for rendering efficient and satisfactory services, if the requirement of material exceeds the above limit and also some other items not covered in the list are required the contractor bound to supply the same to the extent required within the rates tendered for.
2. While bringing the above materials inside the campus the contractor shall get them recorded at security gate and also with Engineer-In-Charge failing which in will be presumed that requisite quantity of material have not been and suitable deduction for the same will be made from payment due to contractor. The above material brought by contractor shall be kept under the custody of Maintenance-in-Charge.
3. Hand trolley, required T&P for the work, Scaffolding material etc. shall be provided by the contractor without any extra charges.



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

- |    |  |  |
|----|--|--|
| 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.
---------	------------------------------------	-----------------------------

- |    |  |  |
|----|--|--|
| 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
1. Labour license number provided by Labour Commissioner
9. Registration Particulars of EPF, ESI, Service Tax etc.



Form- II

**CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS**

(Council of Scientific and Industrial Research)

PO: CIMAP, Lucknow – 226015

**EXPERIENCE CERTIFICATE**

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

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





**CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS**  
**(Council of Scientific and Industrial Research)**  
**Post Office-CIMAP, Lucknow-226015**

**ABSTRACT OF COST**

**Name of work: Rendering services viz. water supply, Electrical, Land use planning, Carpentry maintenance etc. to CIMAP staff colony in sector -7 Vikas Nagar, Lucknow.**

---

Total brought forwarded from Rs.....

Schedule of quantities sheet Rs.....

(Rupees.....only)

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

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

Scope of work:- Rendering services viz. water supply, Electrical, Land use planning carpentry maintenance etc. to CIMAP staff colony in sector -7 Vikas Nagar Lucknow

**SIGNATURE OF TENDERER**

With seal



**CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS**  
**(Council of Scientific and Industrial Research)**  
**Post Office-CIMAP, Lucknow-226015**

**SCHEDULE OF QUANTITY FOR BUILDING WORK**

**Name of work: Rendering services viz. water supply, Electrical, Land use planning, Carpentry maintenance etc. to CIMAP staff colony in sector -7 Vikas Nagar, Lucknow.**

Sl. No	Item of work	Quantities	Rate	Unit	Amount
1.	<p>(A) CLEANING WORK</p> <p>(I) Cleaning of roads including berms (space between edges of roads and side drain and back side of quarters in-side campus daily disposal of garbage outside the campus daily.</p> <p>(ii) Cleaning of choked sewer lines and drain, including underground water drains as and when required.</p> <p>(iii) sweeping and removal of cobwebs etc. of common spaces like stair cases etc.</p> <p>(B) Sweeping, swabbing daily removal of cob-webs fortnightly as and when necessary and wax polishing of floors once in a week, cleaning of toilets providing liquid soap toilet papers rolls detergents and other material for rendering sanitation services to the following building:-</p> <p>(i) Dispensary</p> <p>(ii) Common toilets</p> <p>(iii) Reading/Community Room</p> <p>(iv) Camp Office</p> <p>(v) Hostel Toilet. (once a week on Saturday &amp; Sunday. Liquid soap &amp; toilet papers rolls not to be provided in the Hostel toilets )</p> <p><b>(A) + (B) Complete.</b></p>	One Job		Each	
2.	<p><b><u>Water supply and Sanitary Service</u></b></p> <p>(i). Replacement, whenever required of bib cocks pillar cocks and other C.P. and brass fitting in all the quarters dispensary, Doctor's residence, guesthouse, Director's residence bachelor's hostel girl's hostel, reading room common toilet (Fixtures to be supplied by department free of cost).</p> <p>(ii). Cleaning of choaked floor traps Nahani Traps.</p> <p>(iii). Repairs of leaking toilet seat, floor traps rain water</p>				



Sl. No	Item of work	Quantities	Rate	Unit	Amount
	<p>pipes low level and high level cisterns.</p> <p>(iv). Repairing/replacement of defective valve as and when required (valve for replacement to be supplied by department free of cost).</p> <p>(v). Repairing of leaking joints immediately in water main and when any leakage occur including the cost of materials like lead and jute etc. required for sealing of leaking joints.</p> <p><b>(i + ii + iii + iv + v) complete.</b></p>	One Job		Each	
3.	<p>a) Running of tube well when necessary and give water supply daily for twelve hours 8.30 AM to 5.00 PM (Timings subject to change).</p> <p>b) In case of power failure report to UPSEB authorities and getting power supply restored and running of tube well and D.G. Sets when required.</p> <p><b>(a + b) complete.</b></p>	One Job		Each	
4.	<p><b><u>Land use planning, work</u></b></p> <p>(a). Maintenance of existing plants including their watering.</p> <p>(b). Maintenance of all parks and lawns including their leveling, dressing, watering, weeding &amp; cutting of hedge etc .</p> <p>(c). Maintenance of Jago Savera Park</p> <p><b>(a + b + c) complete.</b></p> <p><b>Note</b> Initial major operation like ploughing leveling dressing and plantation of grass etc. in parks to be done by department.</p>	One Job		Each	
5.	<p><b><u>Carpentry work / Mason Work</u></b></p> <p>(i). Repairing of doors windows replacement/repair to door hinges and other fittings including welding complete in all the quarters and other building.</p> <p>(ii). Replacement of broken glass panes and fixing with sash putty or wooden beading as required, whenever needed (glass sheets &amp; putty to be supplied by department free of cost).</p> <p>(iii) Repairing of developed cracks including necessary chasing over the plastered surface / walls including painting and making good the surface due to repairing the surface and spots due to seepage to match the surroundings including scaffolding required for the work complete.(Cement, Sand &amp; Painting material to be supplied by the department free of cost).</p> <p><b>(i + ii + iii) complete.</b></p>	One Job		Each	



Sl. No	Item of work	Quantities	Rate	Unit	Amount
6.	<p><b>Electrical work (Round the clock)</b></p> <p>(i). Replacement of electrical switches, socket and other fitting when required (Fixtures to be provided by department).</p> <p>(ii). Providing fuses and M.C.B.S. in any of the quarters and other building when required.</p> <p>(iii). Attending to any defect in circuits in side of the house and street light etc.</p> <p>(iv). Removing and reinstallation of defective Ceiling fans and regulators.</p> <p>(v). In case of power failure to inform immediately the state electrical authorities and take further necessary action for restoring the power supply.</p> <p><b>(i + ii + iii + iv + v) complete.</b></p> <p><b>Note:</b></p> <p><b>1. The contractor shall also be required to make good the dismantled work, which is caused for recification or defects.</b></p> <p><b>2. All fitting and fixtures required for replacement shall be supplied by the department, free of cost other materials like liquid soap, wax polish, duster, toilet papers, scaffolding and other material which may be required for rendering satisfactory services shall be arranged by the contactor and also all the tools and plants required for carrying the work satisfactory shall be arranged by the contractor.</b></p>	One Job		Each	
7	<p><b>Cleaning of over Head Tanks</b></p> <p>(i). Cleaning of main over head water storage tank (at an interval of three months). One no.</p> <p>(ii). Cleaning ferrocement water storage tank of 500 liters capacity places over roofs for individual quarters (at an interval of three months). 56 nos.</p> <p>(iii). Cleaning of Bachelor Hostel over head tank (at an interval of three months) 5 nos.</p>	4 Operation 224 Operation 20 Operation		Each Each Each	
8.	Scraping grass of the all parks and lawns including their rolling, leveling, T&P complete. (once in the year)	1 operation		Each	
	<b>Total carried over to Abstract of cost Rs.</b>				

Signature of Tenderer



Annexure `B`.

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

**AGREEMENT FOR THE CONTRACT OF Rendering services viz. water supply, Electrical, Land use planning, Carpentry maintenance etc. to CIMAP staff colony in sector -7 Vikas Nagar, Lucknow**

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

AND

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

WHEREAS the CSIR is desirous of giving a job contract for providing the CIMAP Lucknow . Which is a constituent unit of CSIR (hereinafter referred to as Lab/Instt) and whereas the contractor has offered to provide the security arrangement on the terms and conditions hereinafter stated.

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

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

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

**A. GENERAL CONDITIONS**

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.

2. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in, consultation with Director of the Lab./Instt. or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director of the Lab./Instt. for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the Lab./Instt or the officer designated by the Director in this respect from time to time.



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

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

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

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

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

3. That the Contractor shall submit details, such as names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the Lab./Instt./CSIR. For the purpose of proper identification of the employees of the Contractor deployed for the work, he shall issued identity cards bearing their photographs/ identification, etc. and such employees shall display their identity cards at the time of duty.

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

5. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of Contract Labour ( Regulation & Abolition) Act, 1970, Employees State Insurance 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, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act, rules/regulations and/ or any bye laws or rules framed under or any of these, the CSIR shall be entitled to recover any of the such losses or expenses, which may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payment.

7. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officer of CSIR/Lab./Instt.

8. That the Contractor shall make the payment of wages, etc, to the persons so deployed in the presence of representative of the Lab./Instt./CSIR and shall on demand furnish copies of wage register/muster roll etc. to the Lab./Instt. for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards 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 hi employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director of the Lab./Instt. a sum as may be claimed by Lab./Instt./CSIR.

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

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

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

15. That the Contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.

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

17. That the Contractor shall ensure that the persons so deployed do not allow any property of the CSIR to be taken out of the premises without a Gate Pass signed by the designated officials of the



Lab./Instt. As a safeguard against any dishonesty, connivance and / or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the Contractor along with subsequent changes, if any. The Controller of Administration/Administrative Officer of the Lab./Instt. shall make suitable arrangement to ensure compliance by the Director of the Lab./Instt.

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

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid a lump sum of Rs. .... on monthly basis. Such payment shall be made by the 10<sup>th</sup> day of the month on the basis of the bills raised by the Contractor and duly certified by the officer designated by Lab./Instt. in this regard.
2. That the aforesaid lump sum amount has been agreed to be paid by CSIR to the Contractor.

#### **D. PENALTIES/LIABILITIES**

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

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

- 1 That this agreement shall come into force w.e.f. .... and shall remain in force for a period of ..... This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies:-
  - a) On the expiry of the contract period as stated above.
  - b) By giving one month's notice by CSIR on account of :
    - i) Committing breach by the Contractor of any of the terms and conditions of this agreement.





- ii) assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of the Lab./Instit.
- 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



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

NOTICE INVITING TENDER

Sealed tenders in **TWO BID SYSTEM** (Technical Bid and Price Bid) are hereby invited from financially sound parties in prescribed format for awarding the work : **Rendering services viz. water supply, Electrical, Land use planning, Carpentry maintenance etc. to CIMAP staff colony in sector-7, Vikas Nagar, Lucknow** From the contractors of appropriate class, who have working experience in providing sanitation, water supply, electrical, land use planning, carpentry maintenance services, etc. at least three years in CSIR/Central/State Govt./Autonomous Bodies/Institutions/Hospitals in similar work. Tenderers should have successfully completed at least three works amounting to **40% (Rs.9.59 Lakhs)** or two works of **50% (Rs 11.99 Lakhs)** or at least one work amounting to **80% (Rs.19.18 Lakhs)** value of estimated cost or above in single contract during the last five years. The tenders will be issued to only those contractors who produce original certificate of the proof of their experience, PAN No. The contractor should hold a valid license 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, Firm should have local office. The **Estimated cost is Rs. 23.97 lakhs** approximately per annum and **earnest money is Rs.48,000.00 (Rupees Forty eight thousand 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** from **22-06-2015 to 02-07-2015** on cash payment of **Rs500.00 (Rupees Five Hundred only )** or Tender papers along with terms & conditions can be downloaded from the institute web site; [www.cimap.res.in](http://www.cimap.res.in) and the cost of tender Rs.500/- to be paid through D.D/Pay order in favour of Director CIMAP , Lucknow **along with technical bid.** The duly completed tenders may be dropped in the tender box kept in the office of **Controller of Administration, CSIR - CIMAP, CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS ,Post office CIMAP, Lucknow-226015** in a wax sealed cover superscribed "Rendering services viz. water supply, Electrical, Land use planning, Carpentry maintenance etc. to CIMAP staff colony in sector-7, Vikas Nagar, Lucknow" up to **2.30 P.M. on dated: 06-07-2015** and will be opened at **3.30 PM** on the same day in the presence of the tenderers or their authorized representative, present if any. The opening date of financial bids of the successful technical bidders will be intimated by post / Telephone.

The details of Tender documents are available on the CIMAP Website: [www.cimap.res.in](http://www.cimap.res.in)

Controller of Administration