



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

COVER PAGE

e-TENDER DOCUMENT

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



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

File No. 68/470/2019-MAP (Adm.)

**Name of Work: e- Tender for Manpower Supply to Carry out R&D support activities
in different Laboratories in CIMAP, Lucknow**

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Note : Tenderer should confirm that they have received/downloaded all the above papers from Sl. No. 1 to 24.

Signature of Contractor

Signature of Officer
Issuing the Tender



CSIR - CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS

(Council of Scientific & Industrial Research)

PO: CIMAP, Lucknow - 226015

NOTICE INVITING E-TENDERS

E- tenders IN TWO BID SYSTEM (Technical and Price Bid) are hereby invited for **Manpower Supply to Carry out R&D support activities in different Laboratories at CIMAP, Lucknow** from those Contractors who have an experience for supplying unskilled, semiskilled, skilled, high skilled manpowers etc. during last five years in Central/State Govt./ Autonomous Bodies/Public Sector Undertaking/Institutions/CSIR. The Tenderers should have successfully completed at least three works amounting to 40% or two works amounting to 50% or at least one work amounting to 80% of the estimated cost or above in single contract during the last five years in Central/State Govt./ Autonomous Bodies/Public Sector Undertaking/Institutions/CSIR and have valid labour contract license.

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

| Institute/Place and Area | Manpower required (The No. of manpower may be varied) | Rates as per minimum wages act as on 01.04.2019 | Remarks |
|--|--|---|---|
| Central Institute of Medicinal and Aromatic Plants PO-CIMAP, Lucknow- 226015 | 21 Highly skilled 50 skilled 30 semi skilled 22 unskilled | 488/- 441/- 407/- 371/- | Minimum wages as given in the left may be revised as per Govt. orders & to be paid by the contractor to the labourers. Contractor has to quote their Service Charges only in the price bid (in percentage only). |

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

| Sl. No. | Tender No. | Estimated Cost (Rs.) | Duration of Contract | Earnest Money deposit (Rs.) | Publish Date | Bid document downloaded/sale start date | Bid submission end date | Bid opening date |
|---------|-----------------------|----------------------|----------------------|-----------------------------|--------------|---|-------------------------|------------------|
| 1 | 68/470/2019-MP (Adm.) | 2,67,23,472.00 | One year | 5,34,470.00 | 31.05.2019 | 31.05.2019 | 21.6.2019 | 25.06.2019 |

Important Dates & Points to remember:

- (i) Tender Fee Rs. 1180/- (Including GST @18%) to be paid through DD in favour of Director, CIMAP, Lucknow
- (ii) The earnest money of Rs. 5,34,470.00 by Account payee Demand Draft from a nationalized/ commercial bank drawn in favour of Director, CIMAP, Lucknow

The Director, CIMAP reserves 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.

Controller of Administration



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IMPORTANT TERMS & CONDITIONS

| | |
|-----------------------------|---|
| 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 | <p>The contractor shall deposit EMD for an amount of Rs. 5,34,470.00 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.</p> |
| Subsequent Retention | <p>Earnest Money deposited with the tender will be treated as a part of the security deposit on award of work</p> |
| Security Deposit | <p>The contractor shall be required to deposit 10% of the estimated 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</p> |
| Service Charges | <p>Percentage of service charges on minimum wages payable from time to time for providing the manpower for completion of works.</p> |
| Conditional bids | <p>Conditional bids will be summarily rejected</p> |
| Duration of Contract | <p>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.</p> |
| Jurisdiction | <p>The courts at Lucknow shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.</p> |

The scanned copy of tender fee and earnest money must be uploaded and original be dropped in tender box placed in the room of section (works), CIMAP, Lucknow-226015 latest by the last date of submission of bid. The details of Demand Draft/any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time.

Two (2) envelopes shall be submitted through on line at CPP Portal by the bidder as per the following schedule :

CRITICAL DATA SHEET

| | |
|--|---|
| Publish Date | 31.05.2019 |
| Bid Document downloaded/Sale start date | 31.05.2019 |
| Clarification start date | 31.05.2019 |
| Clarification end date | 21.06.2019 |
| Bid submission start date | 31.05.2019 |
| Bid submission end date | 21.06.2019 |
| Last date and time of submission of original Demand Draft against EMD. Tender fee & Unconditional acceptance (as annexure-C on page no. 24) of CSIR-CIMAP tender conditions | 24.06.2019 |
| Bid opening date (Envelope-A) | 25.06.2019 |
| Bid opening date (Envelope-B) | To be intimated later on through CPP Portal |
| Tender Fee | 1180/- Inlcuding GST 18% |
| EMD | 5,34,470/- |

The tenderer shall submit their application only at CPP portal <https://etenders.gov.in/eprocure/app>. Tenderer/Contractor are advised to follow the institution provided in the tender document for on line submission of bids. Tenderes are required to upload the digitally signed file of scanned documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents

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

कार्य की सूची : सीएसआईआर-सीमैप, लखनऊ की विभिन्न प्रयोगशालाओं में आर.एण्ड डी.
कार्यों हेतु श्रमिकों की आपूर्ति के लिए निविदा ।

List of works for Tender for Manpower Supply to Carry out R&D support activities in Different Laboratories in CIMAP, Lucknow.

| क्रमांक | कार्यकलाप (Operations) |
|---------|--|
| 1. | प्रयोगशाला की स्वच्छता (डस्टिंग) में सहायता । |
| 2. | पेपर तथा पत्रावलियों का मूवमेन्ट आदि । |
| 2. | जलापूर्ति सम्बन्धी फिटिंग की छोटी-मोटी टूट-फूट जैसे टोटी आदि बदलने एवं मरम्मत सम्बन्धी कार्यों में सहयोग आदि । |
| 4. | अतिथिगृह का रख-रखाव, अतिथियों के लिए भोजन आदि की व्यवस्था में मदद करना । |
| 5. | विद्युत फिटिंग जैसे स्विच बोर्ड, बल्ब, ट्यूबलाइट, ए.सी., पंखे आदि बदलने एवं मरम्मत कार्यों में सहयोग आदि । |
| 6. | उपरोक्त के अतिरिक्त प्रयोगशाला के रखरखाव सम्बन्धी यदा-कदा उपस्थित होने वाले अन्य कार्यों में सहायता । |

CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS

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TERMS AND CONDITIONS

1. E- tenders should be submitted in e-tender portal – Tender for **Manpower Supply to Carry out R&D support activities, maintenance and up keeping in different Laboratories in CSIR- Central Institute of Medicinal and Aromatic Plants, Lucknow-226015** due on 25.06.2018 on the top, which shall contain two envelopes one technical bid and one price bid.

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

Envelope “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 **at least three works amounting to 40% or two works amounting to 50% or at least one work amounting to 80% of the estimated cost or above in single contract during the least five years** in CSIR/Central/State Govts./ Autonomous Bodies/Public Sector Undertaking Institutions 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 Govts./Autonomous Bodies/Public Sector Undertaking Institution.
- 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. Valid 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.
- xiv. Unconditional acceptance of CSIR-CIMAP tender conditions as proforma given on page no. 24 at annexure-C of tender document.

Envelope “B” (Price –e-Bid through e-portal) should contain the following :-

1. Service Charge(s) in Percentage (%) only on Minimum wages, in enclosed Proforma Form-I. **Each of the above envelopes should be sealed. Only workable rates will be accepted and the decision of the Director, CSIR-CIMAP would be final in deciding the minimum workable rates.**

Original EMD, Tender Fees, hard copy of signed unconditional acceptance (As annexure-C, on page NO. 24) of CSIR-CIMAP e-tender conditions to be sent to the Controller of Administration, Central Institute of Medicinal And Aromatic Plants, Post Office- CIMAP, Lucknow 226015 and should reach before the date & time mentioned in CRITICAL DATA SHEET, Tender of the Tender whose EMD, Tender Fees and unconditional acceptance of CSIR-CIMAP Tender conditions are not received by the time of the opening of pre-qualification of tender then their tenders will be summarily rejected. Any postal delay will not be entertained.

Bids opening process are as under:

Envelope-A: Technical bid opening date shall be as mentioned in CRITICAL DATA containing documents of pre-qualification bid (uploaded by the Contractor/Firms) shall be opened as per CRITICAL DATA SHEET. The intimation regarding acceptance/rejection of their bids will be intimated to the contractors/ firms through e-tendering portal. If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope-A, he will be asked to provided it through CPP Portal. The bidder shall upload the requisite clarification/documents within time specified by CSIR-CIMAP, failing which tender will be liable for rejection.

Envelope-B The financial bids of the Contractor/Firms found to be meeting the qualifying requirements and technical criteria shall be as per CRITICAL DATA SHEET (Depending upon Technical bid evaluation) the date shall be intimated through CPP Portal

2. The Director, CIMAP has reserves the right to scrutinize credentials of all tenders and to arrive at a conclusion to its satisfaction regarding the suitability of the party based on such examination/enquiry as deemed necessary. Issuing of tender form will not as such be accepted as proof of eligibility for the contract. A committee will first open envelope 'A' in respect of Tenderers and after the committee has satisfied itself that All documents/information required 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. Cost of Tender Documents (In case of downloaded) and Earnest Money in the farm of DD/bankers Cheque drawn on a Nationalized Bank in favour of Director, CIMAP, Lucknow should be attached with the Tender in envelopes 'A' Tender without these will not be considered.
9. A Valid Character Certificate issued by District Magistrate of the District to be submitted with the effect that the Tendered or in case of partnership, any of the partners and in case of Co-operative society, the chairman or the secretary of the Co-operative society, whose name find place in the registration documents of the Co-operative society have no criminal record **or** 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. Earnest money of Rs. 05,34,470/- 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.

11. 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.
12. Monthly payment to the contractor will be released only after production of :
 - a. Self attested Photocopies of the EPF and ESI challan of previous month with workers details and EPF/ESI Code.
 - b. Copy of pay roll with the certificate that all labours have been paid according to minimum wages act in presence of CIMAP's Representative.
13. 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, fault breaches and/or claims, demands, loss, injury and expenses to which CIMAP may be put or involved as a result of the contractor's 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.
14. The contractor shall ensure that all the workers get minimum wages and other benefits as admissible under various Labour Laws. The contractor shall provide full information in respect of the wages, etc. paid to its employees so deployed in conformity with the provisions of Contract Labour (Regulation and Abolition) Act 1970.
15. The 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.
16. The Contractor will make payment to the labourers before 10th of each month in the 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.
17. 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.

18. 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 CIMAP office.
19. In case any of the worker (s) so deployed by the Contractor does not come up to the mark or does not perform his/her 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.
20. The Contractor must remove all workers deployed by him on termination of the contract on 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)
21. 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.
22. 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.
23. In connection with the services to be provided, the contractor will deploy all the labourers for work between the age of minimum 18 years and maximum 50 years.
24. The contractor would be required to engage **an average of manpower of 21 Highly skilled, 50 Skilled, 30 Semi Skilled and 22 Un-Skilled workers per day for 26 days per month** for carrying out the quality work.
25. 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.
26. The Contractor will have to maintain premises in good condition.
27. The contractor will have to execute an agreement after the award of the work but before the commencement of work.
28. The last month payment of the contract will be paid only after receiving the satisfactory completion certificate.
29. 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.

30. The contractor shall maintain a supervisor at his own expense who shall call the worker(s) to record their attendance.
31. The Contractor or his authorized representative shall have to be present on the site of work and will be responsible for execution of contract.
32. 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.
33. 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
34. 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.
35. 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. 26,72,347/- (Rupees twenty six lakh seventy two thousand three hundred forty seven 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.
36. The Security money so deposited will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the institute on account of failure or negligence on the part of employees of contractor.
37. Income tax as per rules will be deducted from each bill.
38. 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, 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.
39. 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.
40. Each page of the tender document submitted by the contractor should be signed by the contractor.
41. The criteria of evaluation of lowest bidders shall be the service charge (in percentage) as quoted by the tenderer.

42. 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.
43. Some manpower may be required to be deputed/engaged to do some official work outside the Institute/City to collect data, plant material/Survey work in different projects to assist in training programs conducted at different locations outside the city under sponsored projects, if required.
44. 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)

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)

PO: CIMAP, Lucknow - 226015

Schedule of Contract Value/Service Charge

**Contract for Manpower Supply to Carry out R&D support activities in different Laboratories of
CIMAP, at CIMAP, Lucknow**

1. Name of the Party/Firm :
2. Address in Full :
(with Phone no., if any)
3. Registration License No.(s) :
 - (a) Under C.L. (R&A) Act. 1970 :
 - (b) ESI. Act. :
 - (c) EPF Act. :
 - (d) Service Tax :
4. **Percentage of Service Charges 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. Only workable rates will be accepted and the decision of the Director, CSIR-CIMAP, would be final in deciding the minimum workable rates.

For workable rates, L-1 may be decided keeping in view the component of profit margin and profit margin will be workout after deduction of TDS (2% for company/firm and 1% for proprietor firms as applicable) from service charge (in percentage) as quoted by bidders. Workable rates should be positive.

9. In case, the service charges quoted by two or more agencies are equal, L-1 will be decided by considering the highest no. of valid works as described in Form-III (Experience Certificate), as submitted by the bidders, in case, L-1 cannot be decided at this stage as per the above criterion the total contract amount of all the completed valid works done by bidders in last five years ending last day of march, shall be considered and the bidder having highest total amount, will be considered as the L-1 for the purpose of award of work.

DECLARATION

I/We undertake to abide by the terms and conditions of the Manpower supply arrangement. The persons to be deployed in CIMAP, Lucknow for R&D support activities in different Laboratories of CIMAP at CIMAP, Lucknow shall be on the rolls of contractor and shall be the employees of the contractor. I/We also undertake to execute the necessary agreement before commencement of work, if awarded.

Signature of Contractor
(Seal)

Form - II

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
 8. Labour license number provided by Labour Commissioner

CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS

(Council of Scientific and Industrial Research)

PO: CIMAP, Lucknow - 226015

EXPERIENCE CERTIFICATE

As per NIT, Tenderers should be having at least 5 years experience for supplying unskilled, semiskilled, skilled, high skilled manpowers etc. during last five years in Central/State Govt./ Autonomous Bodies/Institutions etc. The Tenderers should have successfully completed at least three works amounting to 40% or two works amounting to 50% or at least one work amounting to 80% of the estimated cost or above in single contract during the least five years in Central/State Govt./ Autonomous Bodies/Institutions etc.

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

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

Annexure-B

Agreement to be executed on award of Contract

AGREEMENT FOR THE Manpower Supply to Carry out R&D support activities in different Laboratories of CIMAP, Lucknow

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

AND

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

WHEREAS the CSIR is desirous of giving a job contract for providing Manpower to carry out R&D support activities in different Laboratories of CIMAP, Lucknow, Which is a constituent unit of CSIR (hereinafter referred to as Lab/Instt) and whereas the contractor has offered to provide the Manpower Supply 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 has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc. and the Contractor shall report the compliance thereof to the CSIR. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR has agreed to award the contract of work for Manpower Supply to Carry out R&D support activities, maintenance and up keeping in different Laboratories in CIMAP, Lucknow to hereinafter mentioned as work assigned details of which are given at Annexure 'A'.

AND WHEREAS the Contractor has agreed to furnish to the Lab./Instt. a security deposit of Rs..... (Rupees.....) 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 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 so deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the Contractor does not come upto the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such person on the report of the Lab./Instt/CSIR in this respect and 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 in Annexure-`A' as deemed fit by him in consultation with the Lab.
2. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
3. That the Contractor shall submit details of the names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the Lab./Instt/CSIR. For the purpose of proper identification of the employees of the Contractor deployed at various points, he shall issue identity cards bearing their photographs/ identification, etc. and such employees shall display their identity cards at the time of duty.
4. The contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of CSIR-CIMAP, Lucknow and ensure that no such person shall create any disruption/hindrance/problem of any nature in CSIR-CIMAP, Lucknow either explicitly or implicitly.
5. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936. The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948 Employer's Liability Act, 1938 Employment of Children Act, 1938, Maternity Act and / or any other

Rules/regulations and/or statutes that may be applicable to them and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act, rules/regulations and/ or any bye laws or rules framed under or any of these, the CSIR shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payment.

6. That the Contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR Lab./Instt. Building in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.
7. That the contractor shall particularly abide by the provisions of the minimum wages act,1948 with rules 1950 framed there-under, as amended from time to time. The contractor shall pay monthly wages to his workers at the rate of minimum wages fixed by the Central Government or State Government whichever is higher.
8. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officer of CSIR/Lab./Instt
9. That the Contractor shall make the payment of wages, etc, to the persons so deployed in the presence of representative of the Lab./Instt/CSIR and shall on demand furnish copies of wage register/muster roll etc. to the Lab/Instt. for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed under various Labour Laws, having regard to the duties of CSIR in this respect as per the provisions of contract Labour (Regulation and Abolition) Act, 1970). The Contractor shall comply with or cause to be complied with the Labour Regulations from time to time in regard to payment of wages, wage period deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publication of scale of wage, and terms of employment, inspection and submission of periodical returns
10. The contractor shall take all reasonable precautions to prevent unlawful riots or disorderly conduct or act of his employees so deployed and ensure preservation peace and protection of persons and property of CSIR.
11. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Director of the Lab./Instt. a sum as may be claimed by Lab./Instt./CSIR.

C. CSIR'S OBLIGATIONS

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid

actual wages as per the prevailed labour rates prescribed by Deputy Chief Labour Commissioner (Central), Kanpur plus service charges of the manpower on monthly basis. Such payment shall be made by the 10th day of the month on the basis of the bills raised by the Contractor and duly certified by the officer designated by Lab./Instt. in this regard.

2. That 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.
3. That the CSIR/Lab./Instt/ shall reimburse the amount of service tax, if any, paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.
4. The security deposit will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

D. INDEMNIFICATION

1. That the contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case the CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards counsel fee and other expenses which shall be paid in advance by the contractor to CSIR on demand. Further, the contractor will ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.
2. The contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and /or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

E. PENALTIES/LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director of the Lab in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/damage if any, sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor

F. COMMENCEMENT AND TERMINATION

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

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

G. ARBITRATION

1. In the event of any question, dispute/difference arising out of the agreement shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.
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 Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The Arbitrator may give interim award (s) and/or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause

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

For and on behalf of
The Contractor

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

WITNESS:

1.

2.

Annexure-C

ACCEPTANCE OF CSIR-CIMAP TENDER CONDITIONS

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

Sir,

1. The tender documents for the work '**Manpower Supply to Carry out R&D support activities in different Laboratories at CIMAP, Lucknow**' have been sold on me/us by CSIR-CIMAP and I/We hereby certify that I/We have inspected the site and read the entire terms and conditions of the tender document made available to me/us which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept(s) the tender conditions of CSIR-CIMAP tender documents in its entirety for the above work
3. The content of Notice Inviting Tender of the Tender documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety. It is not permissible to upload any additional file or put any remarks/conditions along with tender document and same has been followed in the present case. In case, this provisions of the tender is found violated after opening the tender, I/We agree that the tender shall be rejected by CSIR-CIMAP.
4. The Required earnest money as specified in Envelope-A at page No. 3-5 for this work has already been deposited.

Yours faithfully,

(Signature of the Tenderer)
With rubber stamp

