



**CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS**

( Council of Scientific & Industrial Research)

PO: CIMAP, Lucknow – 226015

**Name of Work: Execution of “Various agricultural/horticultural operation, maintenance of experimental fields, lifting and shifting of plants/materials, other pot plants activities and maintenance of distillation units and Generator sets” in Experimental Farm at Central Institute of Medicinal and Aromatic Plants, Lucknow.**

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**Note : Tenderer should confirm that they have received all the above papers  
In case of Tender Form purchased from CIMAP**

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

**Signature of the Cashier**

**Tender Issued to :**

\_\_\_\_\_  
\_\_\_\_\_

**Signature of the Tender Issuing Officer**

**In Case of Tender Form Downloaded from CIMAP Website, please submit DD of Rs. 1000/-**

And give details below and attach with Technical Bid.

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

I/we hereby declare that I/we have downloaded the Tender Document  
from website www.cimap.res.in and Submit the same

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



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### NOTICE INVITING TENDERS

Sealed tenders IN TWO BID SYSTEM (Technical and Price Bid) are hereby invited for execution of “**Various agricultural/horticultural operation, maintenance of experimental fields, lifting and shifting of plants/materials, other pot plants activities and maintenance of distillation units and Generator sets**” in Experimental Farm at CSIR-Central Institute of Medicinal and Aromatic Plants, Lucknow from the reputed and experienced firms/agencies/companies established, functioning and Registered with Assistant Labour Commissioner as Contractor under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 having at least 5 years experience of rendering similar jobs in Central/State Govt./Autonomous Bodies/Public undertaking 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 last five years.**

**The Estimated cost is Rs. 02.05 crore (Rupees two crore five lakhs only) and earnest money is Rs. 4.10 Lakhs (Rupees four lakh ten thousand only). Tender documents shall be issued during office hours in the office of** Controller of Administration, CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS , Post office CIMAP, Lucknow-226015 **from 09-10-2017 to 20-10-2017 on cash payment of Rs 1000.00 (Rupees one thousand only).**

The tender documents can also be downloaded from CIMAP website [www.cimap.res.in](http://www.cimap.res.in) and the cost of tender Rs.1000/- to be paid through D.D./Pay order in favour of Director, CIMAP, Lucknow along with technical bid.

The cost of tender papers is not refundable. The tenders will be issued to only those contractors who produce original certificates of the proof of their experience, PAN NO., valid 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. The firm should have local office. Tenderers may submit the tender in the Tender Box kept in the office of Section Officer (P)/Room No.12, CSIR-CIMAP, CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS, Post office CIMAP, Lucknow-226015 **up to 2.30 P.M. on dated: 24-10-2017 and will be opened at 3.30 PM on the same day in the presence of the tenderers present.**

The Director, CIMAP reserves the right to reject any or all the tenders without giving any notice or assigning any reason and not bound to accept the lowest tender. The decision of the Director, CIMAP Lucknow in this regard shall be final and binding on all. **Only workable rates will be accepted and the decision of the Director, CSIR-CIMAP would be final in deciding the minimum workable rates.**

Controller of Administration



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

### IMPORTANT TERMS & CONDITIONS

<b>Mode of Payment</b>	<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 10<sup>th</sup> of the month. Further, contractor will attach the copies of challan of EPF &amp; ESI of previous month along with bills. Income Tax &amp; 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 EPF&amp;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>
<b>Earnest Money</b>	<p>The contractor shall deposit EMD for an amount of Rs. 4,10,000/-in the form of an Account Payee Demand Draft from a Nationalized /commercial bank in favour of ' <b>The Director, CIMAP, Lucknow</b>' 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>
<b>Subsequent Retention</b>	<p>Earnest Money deposited with the tender will be treated as a part of the security deposit On award of work</p>
<b>Security Deposit</b>	<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, Goods &amp;Service Tax (GST), 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 &amp; conditions of the agreement leading to midway termination of the contract. This security deposit shall not carry any interest.</p>
<b>Service Charges</b>	<p>Percentage of service charges on minimum wages payable from time to time for providing the manpower for completion of works.</p>
<b>Conditional bids</b>	<p>Conditional bids will be summarily rejected</p>
<b>Duration of Contract</b>	<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>
<b>jurisdiction</b>	<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>

## CSIR- CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS

(Council of Scientific and Industrial Research)

PO: CIMAP, Lucknow– 226015

### TERMS AND CONDITIONS

1. Sealed tenders should be submitted in the office of COA, Central Institute of Medicinal and Aromatic Plants, PO- CIMAP, Lucknow- 226015. The sealed envelope should be superscribed Tender for **Various agricultural/horticultural operation, maintenance of experimental fields, lifting and shifting of plants/materials, other pot plants activities and maintenance of distillation units and Generator sets” in Experimental Farm at Central Institute of Medicinal and Aromatic Plants, Lucknow** due date of opening on 24-10-2017 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 along with 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 last five** in CSIR/ Central/ State Govts. /Autonomous Bodies /Public Sector Undertaking Institutions as provided in the Form III.
- iii. Copies of Experience Certificate(s) along with satisfactory work completion certificate of having 5years experience of rendering similar jobs in CSIR/ Central/ State Govts. /Autonomous Bodies /Public Sector Undertaking Institutions.
- 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, Good & 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.

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

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

**Each of the above envelopes should be sealed.**

**The Financial bid of only those agencies will be opened, who qualify in the Technical bid and fulfill the Terms & Conditions as specified in Tender Document.**

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 Clearance Certificate 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 Document ( In case of download) and Earnest money in the form of D.D./ Bankers Cheque drawn on a Nationalized Bank in favour of Director, CIMAP, Lucknow should be attached with the Tender in envelope '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. The contractor has to supply highly skilled/skilled/semi-skilled/unskilled workers, if required for specific technical/experimental works. The wages for the same will be reimbursed to the Contractor on actual basis with service charges approved.

11. 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.
12. 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.
13. The contractor may require to engage daily an effective strength of labourers for carrying out the work in the supply of manpower for R&D support activities as required to maintain the quality of works listed in annexure 'A' ( I,II,III,IV) **an average of manpower of 76 unskilled , 2 semi skilled, 2 skilled, 14 highly skilled, 7- Highly skilled (Technical) workers per day for 26 or 27 days per month** would be required for carrying out the quality work.
14. The Contractor shall engage only physically fit labourers for the work at his sole and own risk.
15. The contractor will have to execute an agreement after the award of the work of the work but before the commencement of the work.
16. The contractor shall produce a license/permission from the Labour Commissioner within 15 days of the start of work from Ministry of Labour, Govt. of India for undertaking the work. If the license/permission is not received by the stipulated time, the award of work to him shall be liable to be cancelled and security money will be forfeited.
17. Tools and implements and machines required for carrying out different work will be provided by the institute except the small ones to be provided by the Contractor like- Phawda, Jhabdal, Gainti, Khurpi, Darati, Dalia, Soop, Kudal/Kassi, Chhatana, Banka, Panji, Kutla, Kulhadi, Aari, Aara, Trea/Hedge Prunnersetc.
18. Tender submitted shall remain valid for 90 days from the date of the opening for purpose of acceptance and award of work, validity beyond 90 days from the date of opening shall be by mutual consent.
19. Labourers may be deputed to do some official work outside the institute like flower show/shifting of materials, if required.
20. Contractor or his representative should be present daily at all the sites for supervision.
21. Contractor will be wholly responsible for any loss or damage to the property of CIMAP done by him of his employees and loss , if any will be deducted from contractor dues & security money.

22. The criteria of evaluation of lowest bidder will be service charge ( in percentage) as quoted by the tenderer.
23. The contractor has to submit a undertaking alongwith technical bid that he has cleared all statutory liabilities viz EPF, ESI etc of the all previous labour contract with any Govt./ Semi Govt./ CSIR Institutions.
24. Earnest money of Rs. 4,10,000/-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. Tender without earnest money will not be entertained. The Tender money in any other form will not be accepted.
25. 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.
26. 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, faults 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.
27. 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.
28. 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.
29. 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.
30. 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.

31. 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.
32. 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.
33. 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)
34. 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.
35. 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.
36. The security money will be refunded to the Contractor after the satisfactory performance of the contractor and expiry of the contract period, and submission of Form 3A, Form 6A and Form 23 ensuring that EPF, ESI etc. have been deposited by the contractor.
37. The last month payment of the contract will be paid only after receiving the satisfactory completion certificate.
38. 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.
39. The Contractor or his authorized representative shall have to be present on the site of work and will be responsible for execution of contract.
40. 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



41. 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.
42. 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. 20,50,000/- (Rupees twenty lakh fifty thousand only) as security money which should be valid for the duration of the contract. The Security deposit shall be 10% of estimated value of work.
43. 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.
44. 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.
45. 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.
46. 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.
47. In addition, all terms and conditions mentioned in the model agreement attached and marked as Annexure-B will be applicable.

Signature of Contractor  
(With seal)

## Annexure-‘A’

### “I”

#### Execution of Operations in Research Farm

Experimental Research Fields are spread over an area of about 10 hectares linked with roads covering an area of about two hectares. While some of the field plots are at different levels with slopes at some places covering an area of about two hectares. The various crops of medicinal and aromatic plants are grown in field plots to carry out research experiments involving different field operations (list enclosed) as per requirement of the crops/ plants and experimental procedure.

Sealed tenders are required to carry out Experimental Field Operations for cultivation and maintenance of above mentioned medicinal and aromatic plants as per need of the plants and experimental procedure. All the field plots, roads, bunds and Farm building areas, will have to be maintained in good condition as per our requirement in consultation with Scientist-In-Charge/ Farm manager. The various Medicinal and Aromatic Plants cultivated in the Experimental Research Farm are given below:

The various Medicinal and Aromatic plants includes perennial crops like grasses, Khus and others; Annual vegetatively propagated crops like mints, Haldi, geranium, patchauli, vach, sarpgandha, and others; Annual seed propagated crops like kalmegh, Isabgol, spices and others; Root and tuber crops like musli, satavar, ashwagandha, sarpgandha, and others; essential oil yielding crops like Damask rose, geranium, mints, grasses, and others; traditional crops and tree species in agro-forestry experiments.

#### List of operations to be carried out during the year

Sl. no.	Operations	Quantity (Appropx.)
1.	Layout preparation and leveling of sub plots	10 ha
2.	Fertilizer application in furrows and mixing	10 ha
3.	Fertilizer application by broadcasting	30 ha
4.	Fertilizer application by broadcasting and mixing with spade	10 ha
5.	Pre-sowing irrigation	10 ha
6.	Irrigation of crops	150 ha
7.	Sowing of seeds by broadcasting	10 ha
8.	Direct sowing of crops by broadcasting of seeds and mixing/ covering with soil	05 ha

9.	Sowing of crops by seeds/suckers/ plantlets in furrows opened manually and covering with soil in subplots as required	10 ha
10.	Planting of MAPs' crops by cuttings/ rooted plants	01 ha
11.	Planting of aromatic grasses by slips at required spacing	05 ha
12.	Preparation of beds, raising of nursery by seeds and maintenance as required	0.2 ha
13.	Preparation of beds, raising of nursery by cuttings and maintenance as required	1.0 ha
14.	Transplanting of mint seedlings after uprooting from nursery plot	1.0 ha
15.	Transplanting of other MAPs' seedlings in subplots after uprooting from nursery	03 ha
16.	Gap filling of seedlings/ plantlets and watering	2.0 ha
17.	Thinning of seedlings in rows at required spacing	10 ha
18.	Uprooting of clumps and preparation of slips of aromatic grasses	4 lakhs
19.	Preparation of ridges and planting of rhizomes/ sprouts, etc	0.5 ha
20.	Earthing in crops	0.5 ha
21.	Field layout repair	20 ha
22.	Repairing of Irrigation/ drain channels	1.0 ha
23.	Weeding of MAP crops with Khurpi and removal of weeds	60 ha
24.	Removal of old perennial/ annual MAPs' crops	02 ha
25.	Hoeing with spade/ kassi and removal of weeds	10 ha
26.	Circle hoeing in rose plants, application of fertilizers/ FYM and mixing/ plant	10000 plants
27.	Harvesting aromatic grasses in plots/ slopes as required/ m <sup>2</sup>	3.0 ha
28.	Harvesting of mint crops	3.0 ha
29.	Selective picking of rose flowers	1 qt
30.	Picking of poppy fruits/ kg	2.5qt
31.	Picking of silybum fruits and thrashing for seeds	1 qt
32.	Cleaning and packing of seeds in sample packs	200 kg
33.	Thrashing of crop harvests for seeds, cleaning and packing/ sample	1 qt
34.	Bulk thrashing of crop harvests for seeds, cleaning and packing	10 qt
35.	Harvesting/ Collection of fruits of MAPs and thrashing for seeds	100 kg
36.	Digging of suckers / runners and collection after cleaning at required site	50 qt
37.	Digging of khus roots, separating from clumps, and transportation to required site	2 qt
38.	Digging of roots/ rhizomes , making cuttings and transportation to required site	4qt
39.	Digging of pits of 1Cu ft and planting with watering or Irrigation	2000 NO.
40.	Maintenance of trees/ plants grown at distant places with	1000 No. approx.

	weeding, thala making and watering/ plant per month	
41.	Daincha digging, cutting and mixing in plots for green manuring by spade	2.0 ha
42.	Filling of polybags with soil/ soil mixture, planting and watering in field plots as required.	30,000 nos.
43.	Filling of polybags with soil/ soil mixture, planting and watering in glass house as required	2000 nos.
44.	Filling of pots with soil / soil mixture and planting with watering in field plots / glass house as required	500 nos.
45.	Maintenance of MAPs' plants in polybags in field plots as required	1,00,000nosapprox.
46.	Maintenance of MAPs' plants in polybags in glass house as Required	25,000 nos. approx.
47.	Maintenance of MAPs' plants in pots in field plots/ open floor as required	6,000 nos. approx.
48.	Maintenance of MAPs' plants in pots in glass house asrequired	2,000 nos.
49.	Transportation of harvested herbs manually to required site	10 tonnes
50.	Loading / unloading and transportation of FYM to required site by departmental tractor trolleyand broadcasting into field.	300 Trolley
51.	Manual transportation of FYM, broadcasting and mixing in plots	2 ha
52.	Broadcasting of FYM manually in fields	5.0 ha
53.	Loading / unloading and transportation of harvested crop/ Farm produce to required site by departmental tractor and trolley	100 tonnes
54.	Loading / unloading and transportation of agri-waste,etc. to required site by departmental tractor and trolley	200 Trolley
55.	Spray of insecticides/ fungicides/ herbicides, etc	2.0 ha
56.	Pruning of rose crop and removal of harvested shoots	10000 plants
57.	Making of rose cuttings	50,000 nos.
58.	Making of geranium and patchouli cuttings in field	50,000 nos.
59.	Cleaning and removal of grass weeds on slopes	2 ha
60.	Cleaning and removal of grass weeds on roads	3.0 ha
61.	Cleaning and removal of weeds on bunds / channels	5.0 ha
62.	Digging of deep channels in fields/ roadside and filling	500 Cum <sup>3</sup>
63.	Fixing of anti bird net in field	0.8 ha
64.	Repair of fixed anti bird net in field	0.8 ha
65.	Fixing of shading net in field	0.4 ha
66.	Dismantling of Anti bird / shading net and uprooting of pipe structure and arranging the materials as required	1.2 ha
67.	Filling of erosion pits in farm	2000 Cum <sup>3</sup>
68.	Picking of leaves, flowers, fruits, seeds etc	1000 kg
69.	Unskilled miscellaneous works/ Mandays/year Maintenance of farm roads and sides bunds and channels-Soil filling, Cleaning, Sweeping, Removal of unwanted trees & Shifting up to wood shed, Maintenance of fencing –Lopping of trees and other	1872 man days

	<p>plants and repair of cuttings, Filling of small pits, Maintenance of plants in glass house, Loading and unloading of diesel drums, Shifting and arrangement of UTSAV Material, maintenance of surrounding areas of UTSAV, other buildings, tube wells and drying sheds. Shifting of material of other scientists. To meet out planting material requirement for sale and internal consumption packing, transportation up to gate, Maintenance of irrigation channels, Maintenance of compost/ FYM pits and surroundings, Any unforeseen and urgent work, Assessment of the field for seasonal seed/ planting material production, CIVIL related work on roads, Nala, Hydants etc., Maintenance of Nala and Nala sites. Organization of events like seminar, workshop and Kisanmela etc.</p>	
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## Annexure-A

### II

#### Execution of Operations Field Conservatories & field facilities

Field plant Conservatories of medicinal and Aromatic plants are maintained at CIMAP Campus, Lucknow. The other field facilities includes Glass houses, Distillation unit, Vermi composting unit, Post harvest processing (drying shed), meteorological Weather Station and floor for pot grown plants. The ValuePark with various species of Medicinal and Aromatic plants, Demonstration of crops with medicinal and aromatic plants varieties and grass strip lawns parallel to the roads are also maintained. The Detailed area of various activities is given below.

Sl no.	Activities	Area covered in m <sup>2</sup> (Approx.)
1.	National Designated Repository, named “Fasal” of Medicinal and Aromatic Plants	5000
2.	CropMuseum, named “Upaj” of Medicinal and Aromatic Plants	1200
3.	Amrit conservatory of Medicinal and Aromatic Plants& adjacent covered Area	2600
4.	Plant conservatory of traditional medicinal plants named “Ayush” of medicinal and Aromatic Plants& adjacent covered area	4300
5.	Plant conservatory named “Ankur” of medicinal and Aromatic Plants	5500
6.	ValuePark named “Manav” of Medicinal and Aromatic Plants	3200
7.	Tree conservatory (arboretum) named “Taruvar” of Medicinal and Aromatic Plants	4000
8.	Meteorological weather station named “Mausamya” of Medicinal and Aromatic Plants	400
9.	Medicinal and Aromatic Plants waste utilization facility “Vermi-composting” unit + Distillation	1350
10.	Aonla orchard named “Falvan” of Medicinal and Aromatic Plants	2600
11.	Demonstration Block	5200
<b>Total:-</b>		<b>35350</b>
12.	Scientists requirement for pot filling etc	2000No.
13	Roads & road side maintenance Cleaning, Sweeping, of gene bank & conservatories area, Lopping & cutting of trees at fencing and other unwanted trees, Gas cylinder shifting, Budding/ preparation, Hariti/ Chaupal Lawn maintenance, Glasshouses maintenance, Polybag plants, pot/ Thala filling in glasshouse, Any unforeseen/ emergent work into shifting etc. Cleaning of compost/ FYM pit, CIVIL related work, Arranging fire wood for distillation.	-

A large number of accessions of more than 200 plant species of Medicinal and Aromatic plants are maintained in field Conservatories involving various field operations as detailed in the list enclosed. The distillation Units fired with agro-wastes/ wood. The tank capacity varies between

20kg to 10 quintals and two to three tanks per day are operated for 100-120 days in a year as per requirement of the crops. The distillation and other plant wastes are utilized for composting in the experimental Vermi-composting units which covers an area of 1350m<sup>2</sup>. The list of various field operations are described in the list enclosed.

**List of operations to be carried out during the year**

Sl. no.	Operations
1.	Layout preparation and leveling of sub plots
2.	Fertilizer application in furrows and mixing
3.	Fertilizer application by broadcasting
4.	Fertilizer application by broadcasting and mixing with spade
5.	Pre-sowing irrigation
6.	Irrigation of crops
7.	Sowing of seeds by broadcasting
8.	Direct sowing of crops by broadcasting of seeds and mixing/ covering with soil
9.	Sowing of crops by seeds/suckers/ plantlets in furrows opened manually and covering with soil in subplots as required
10.	Planting of MAPs' crops by cuttings/ rooted plants
11.	Planting of aromatic grasses by slips at required spacing
12.	Preparation of beds, raising of nursery by seeds and maintenance as required
13.	Preparation of beds, raising of nursery by cuttings and maintenance as required
14.	Transplanting of mint seedlings after uprooting from nursery plot
15.	Transplanting of other MAPs' seedlings in subplots after uprooting from nursery
16.	Gap filling of seedlings/ plantlets and watering
17.	Thinning of seedlings in rows at required spacing
18.	Uprooting of clumps and preparation of slips of aromatic grasses
19.	Preparation of ridges and planting of rhizomes/ sprouts, etc
20.	Earthing in crops
21.	Field layout repair
22.	Repairing of Irrigation/ drain channels
23.	Weeding of MAP crops with Khurpi and removal of weeds
24.	Removal of old perennial/ annual MAPs' crops
25.	Hoeing with spade/ kassi and removal of weeds
26.	Circle hoeing in rose plants, application of fertilizers/ FYM and mixing/ plant
27.	Harvesting aromatic grasses in plots/ slopes as required/ m <sup>2</sup>
28.	Harvesting of mint crops
29.	Selective picking of rose flowers
30.	Picking of poppy fruits/ kg
31.	Picking of silybum fruits and thrashing for seeds
32.	Cleaning and packing of seeds in sample packs
33.	Thrashing of crop harvests for seeds, cleaning and packing/ sample
34.	Bulk thrashing of crop harvests for seeds, cleaning and packing
35.	Harvesting/ Collection of fruits of MAPs and thrashing for seeds
36.	Digging of suckers / runners and collection after cleaning at required site
37.	Digging of roots/ rhizomes , making cuttings and transportation to required site

38.	Digging of pits of 1Cu ft and planting with watering or irrigation
39.	Maintenance of trees/ plants grown at distant places with weeding, thala making and watering/ plant per month
40.	Daincha digging, cutting and mixing in plots for green manuring by spade
41.	Filling of polybags with soil/ soil mixture, planting and watering in field plots as required/ 100 polybags
42.	Filling of polybags with soil/ soil mixture, planting and watering in glass house as required
43.	Filling of pots with soil / soil mixture and planting with watering in field plots / glass house as required
44.	Maintenance of MAPs' plants in polybags in field plots as required
45.	Maintenance of MAPs' plants in polybags in glass house as required
46.	Maintenance of MAPs' plants in pots in field plots/ open floor as required
47.	Maintenance of MAPs' plants in pots in glass house as required
48.	Transportation of harvested herbs manually to required site
49.	Loading / unloading and transportation of FYM to required site by departmental tractor and broadcasting into field/ trolley
50.	Manual transportation of FYM, broadcasting and mixing in plots
51.	Broadcasting of FYM manually in fields
52.	Loading / unloading and transportation of harvested crop/ Farm produce to required site by departmental tractor and trolley
53.	Loading / unloading and transportation of agri-waste,etc. to required site by departmental tractor and trolley
54.	Spray of insecticides/ fungicides/ herbicides, etc
55.	Pruning of rose crop and removal of harvested shoots
56.	Making of rose cuttings
57.	Making of geranium and patchouli cuttings in field
58.	Cleaning and removal of grass weeds on slopes
59.	Cleaning and removal of grass weeds on roads
60.	Cleaning and removal of weeds on bunds / channels
61.	Digging of deep channels in fields/ roadside and filling
62.	Fixing of anti bird net in field
63.	Repair of fixed anti bird net in field
64.	Fixing of shading net in field
65.	Dismantling of Anti bird / shading net and uprooting of pipe structure and arranging the materials as required
66.	Filling of erosion pits in farm

<b>Distillation</b>	
67.	Loading and unloading of distillation tanks
68.	Maintenance and cleaning of distillation complex including tanks and boiler
69.	Operation of distillation units and firing
<b>Vermi-Composting</b>	
70.	Chopping of distillation wastes
71.	Transporting of wastes and filling of pits



72.	Weekly turning of waste in pits
73.	Daily sprinkling of water in Vermi pits
74.	Sieving and packing of Vermi-Composting
<b>Glass house, pot floor, Khusboo,</b>	
75.	Regular maintenance of glass house including switching over of AC's every 8h and growing of plants in pots
76.	Regular watering of pots as required
77.	Nursery raising and propagation of Medicinal and Aromatic Plants for multiplication
78.	Raising and maintenance of medicinal and Aromatic plant varieties in pots for demonstration.
79.	Arranging the pots, emptying the pots and filling of pots with soil and compost mixture or as per scientist requirements
<b>Mausamya-Meteorological Weather Station</b>	
80.	Upkeep of equipments in me Meteorological Station
81.	Maintenance of lawn in the Meteorological Station
82.	Regular watering as required
83.	Recording of observations, twice daily at 7 am in the morning and 2 pm in the afternoon
<b>ValuePark, Falvan, Roads and Post Harvest Lab/floors</b>	
84.	As above in Field Gene Bank and Conservatories
85.	Lawn moving with mover, once in a month or as required
86.	Watering of beds as required
87.	Collection of seeds on maturity of crops and harvesting
88.	Pruning of Rose plants, once in a year
89.	Budding and multiplication of rose plant varieties for gap filling
90.	Raising nursery of seasonal flowers and transplanting in beds and their maintenance
91.	Daily general cleaning with broom of the pucca open floors around Farm building, Chaupal, pots floor, Distillation complex and Vermi-composting shed Floor
92.	Daily cleaning of the roads with broom. Weeding, Watering and maintenance of road side grass strip
93.	Threshing of the material dries in drying lab, disposal of waste and daily cleaning of post harvest lab those
94.	Cleaning of Chaupal shed and arranging fire wood in shed properly
95.	<b>Other miscellaneous unforeseen unskilled/ semi-skilled/ skilled works</b> Roads & road side maintenance Cleaning, Sweeping, of gene bank & conservatories area, Lopping & cutting of trees at fencing and other unwanted trees, Gas cylinder shifting, Budding/ preparation, Hariti/ Chaupal Lawn maintenance, Glasshouses maintenance, Polybag plants, pot/ Thala filling in glasshouse, Any unforeseen/ emergent work into shifting etc. Cleaning of compost/ FYM pit, CIVIL related work, Arranging fire wood for distillation.

A large number of accessions of more than 200 plant species of Medicinal and Aromatic plants are maintained in field Conservatories involving various field operations as detailed in the list

enclosed. The distillation Units fired with agro-wastes/ wood. The tank capacity varies between 20kg to 10 quintals and two to three tanks per day are operated for 100-120 days in a year as per requirement of the crops. The distillation and other plant wastes are utilized for composting in the experimental Vermi-composting units which covers an area of 1350m<sup>2</sup>. The list of various field operations are described in the list enclosed.

The various activities/ operations involved in the land use planning and Horticulture includes maintenance of lawns and gardens including health parks, maintenance of potted plants (ornamental, medicinal and aromatic, flowering and foliage) and their routine shifting from net houses to various places in CIMAP campus. This section also maintains different varieties of roses including new genotypes for traits of ornamental and scented roses. The other operations include maintenance of edges, hedges and various ornamental and medicinal shrub and trees. The detailed area of various activities with the list of different operations generally carried out with respect to each activity has been tabulated as below.

The Contractor has to carry out the below mentioned activities in the above mentioned facilities/ units as per need of the plants as and when required and maintain the fields and glass houses in good condition as per requirement of the crop in consultation with nodal officer. The list of operations for various activities is described above.

## Annexure-A

### III

#### Execution of Operations in land use planning (ornamental plants)

The various activities/ operations involved in the land use planning and Horticulture includes maintenance of lawns and gardens including health parks, maintenance of potted plants (ornamental, medicinal and aromatic, flowering and foliage) and their routine shifting from net houses to various places in CIMAP campus. This section also maintains different varieties of roses including new genotypes for traits of ornamental and scented roses. The other operations include maintenance of edges, hedges and various ornamental and medicinal shrub and trees. The detailed area of various activities with the list of different operations generally carried out with respect to each activity has been tabulated as below.

The Contractor has to carry out the below mentioned activities in the above mentioned facilities/ units as per need of the plants as and when required and maintain the fields and glass houses in good condition as per requirement of the crop in consultation with nodal officer. The list of operations for various activities is described below.

#### List of Operations in Horticulture during the year

Sl. no.	Operations	Quantity
1.	Arranging the pots, emptying the pots and filling of pots with soil and compost mixture or as per scientist requirements by bringing the soil from farm and also the disposal of discarded soil at desired place within the campus planting and sowing	5000
2.	Colouring of pots using terra-cotta (provided by CIMAP)	2000 Nos.
3.	Development of lawn ( hoeing, clearing of weeds, leveling, fine dressing, planting, irrigation and maintenance till one month	3,84000m <sup>2</sup>
4.	Maintenance of lawn (weeding once, irrigation 3-4 times or as required and border maintenance twice/ month	156000m <sup>2</sup>
5.	Irrigation	5,76000 m <sup>2</sup>
6.	Lawn moving with manual or power mover	5,76000m <sup>2</sup>
7.	Maintenance of annual flower beds with operations including hoeing, mixing of fertilizers/ FYM, leveling, planting, irrigation weeding, collection of seeds, repeating all operations after one season/ m <sup>2</sup> / month	15600m <sup>2</sup>
8.	Maintenance of edges and hedges with repair of nali for irrigation, fine cutting/ m per month	18000 m

9.	Maintenance of potted house plants with watering, weeding and cleaning in the campus/ building	4,32000 No.
10.	Raising and maintenance of nursery of annuals	600 m <sup>2</sup>
11.	Layout, leveling of sub plots, planting and maintenance	2400 m <sup>2</sup>
12.	Maintenance of rosary field plot with operations including layout repair, weeding, irrigation, spraying maintenance lawn strips, moving, scraping of grass once in a year	2500 m <sup>2</sup>
13.	Pruning of rose plants with circle hoeing and root opening, FYM application, leveling and irrigation/ plant	2500 Nos.
14.	Scraping of lawn, disposal of grass by departmental tractor at required site fine leveling and irrigation	16000 m <sup>2</sup>
15.	Shifting/ replacing weekly or as desired of pots with house plants manually along the road in campus/ building	5000 Nos.
16.	Maintenance of Green houses/ Net houses (05 nos.) with cleaning, growing of plants in pots, watering of plants and maintenance	400 m <sup>2</sup>
17.	Pruning of trees , shrubs, bushes	2200 No
18.	Lawn Cleaning & sweeping,	16000 m <sup>2</sup>
<b>Other works</b>		
1.	Maintenance of Herbal Vatika: including operations like sweeping of paths and lawn strips daily, lawn maintenance with moving and irrigation every week, weeding and border maintenance once a month, layout repair, growing and maintenance of MAPs' plants in beds throughout the year/ month	1000 m <sup>2</sup>
2.	Budding /grafting etc. during the year	-
3.	Bouquet/ garland making, etc. during the year	-

## **Annexure-A**

### **IV**

#### **Work of Generator set round the clock**

There are 5 generators set of 30 KVA, 70 KVA, 100 KVA, 250 KVA& 350 KVA. These facilities provide 24 hours uninterrupted power supply. Generator set remain of during electric power supply. These sets to be started immediately during power failure / interruption. Therefore there is a need of 3 manpower to run this facility round the clock. The person deputed for this work also looks after general maintenance of the systems as and when required. Services of these personnel's also required for electric supply in the institute and farm.

**To be kept in a sealed envelope and mentioned "Price Bid" on the top)**

**CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS**

(Council of Scientific and Industrial Research)

PO: CIMAP, Lucknow - 226015

**Schedule of Contract Value**

**Contract for Various agricultural/horticultural operation, maintenance of experimental fields, lifting and shifting of plants/materials, other pot plants activities and maintenance of distillation units and Generator sets" in Experimental Farm at CSIR-Central Institute of Medicinal and Aromatic Plants, Lucknow.**

1. Name of the Party/Firm :
2. Address in Full :  
(with Phone no., if any)
3. Registration License No.(s) :
  - (a) Under C.L. (R&A) Act. 1970 :
  - (b) ESI. Act. :
  - (c) EPF Act. :
  - (d) Goods & Service Tax :
4. **Percentage of Service Charge on minimum wages payable from time to time for providing labourers:**

**In Figures : .....**

**In words : .....**

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, Goods & 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.**
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 decide at this stage as per the above criterion the total contract amount of all the completed valid works done by bidders in the 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 N.I.T. The persons to be deployed in CIMAP for **Execution of “Various agricultural/horticultural operation, maintenance of experimental fields, lifting and shifting of plants/materials, other pot plants activities and maintenance of distillation units and Generator sets” in Experimental Farm at Central Institute of Medicinal and Aromatic Plants, Lucknow.** shall be on the rolls of contractor and shall be the employees of the contractor. I/We also undertake to execute the necessary agreement before commencement of work, if awarded.

Signature of Contractor  
(Seal)

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

PO: CIMAP, Lucknow– 226015

**Particulars of the party**

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

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

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

5. In case of Co-operative Society:

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

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



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

**EXPERIENCE CERTIFICATE**

As per NIT, tenderers should be having five years experience and successfully completed at least three works 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 undertaking Institutions etc..

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

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

**Annexure-B**

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

**AGREEMENT for the contract to Carry out Various agricultural/horticultural operation, maintenance of experimental fields, lifting and shifting of plants/materials, other pot plants activities and maintenance of distillation units and Generator sets” in Experimental Farm at CSIR- Central Institute of Medicinal and Aromatic Plants, 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 “AnusandhanBhawan”, 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/s .....at..... (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the CSIR is desirous of giving the contract to Carry out Various agricultural/horticultural operation, maintenance of experimental fields, lifting and shifting of plants/materials, other pot plants activities and maintenance of distillation units and Generator sets” in Experimental Farm at Central Institute of Medicinal and Aromatic Plants, 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 registered with DG (Resettlement) and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc. and the Contractor shall report the compliance thereof to the CSIR. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR has agreed to award the contract to Carry out Various agricultural/horticultural operation, maintenance of experimental fields, lifting and shifting of plants/materials, other pot plants activities and maintenance of distillation units and Generator

sets” in Experimental Farm at Central Institute of Medicinal and Aromatic Plants, Lucknow. hereinafter mentioned as work assigned details of which are given at Annexure’A’( I,II,III, IV).

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 Further, 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 in Annexure-`A’ (I,II,III,IV) 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 issued 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 At, Workman's Compensation Act, 1923, Payment of Wages Act, 1936. The Employees Provident Fund ( and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948 Employer's Liability Act, 1938 Employment of Children Act, 1938, Maternity Act and / or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act, rules/regulations and/ or any bye laws or rules framed under or any of these, the CSIR shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payment.
6. That the Contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR Lab./Instt. building in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.
7. That the contractor shall particularly abide by the provisions of the minimum wages act,1948 with rules 1950 framed 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 plus service charges of the manpower 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 payment has been agreed to be paid by CSIR to the Contractor.
3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR to the Contractor.
4. That the CSIR/Lab./Instt/ shall reimburse the amount of Goods & Service Tax, if any, paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.
5. The security deposit will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

#### **D. INDEMNIFICATION**

1. That the contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case the CSIR is made party and is supposed to contest the case, the CSR 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 shell 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./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.

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./Instit./CSIR.

**G. ARBITRATION**

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the 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 expression Director General, CSIR shall mean and include an acting/ officiating Director-General.
4. The Arbitrator may give interim award (s) and/or directions, as may be required.
5. 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  
AnusandhanBhawan,  
Rafi Marg, New Delhi- 110 001

**WITNESS:**

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