
 <p>CSIR-CIMAP</p>	<p>CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS (Council of Scientific & Industrial Research) Research Center, Pantnagar, PO – Dairy Farm Nagla Pantnagar – 263149, Dist – Udham Singh Nagar (Uttarakhand) Phone No.- 05944- 234445/234712 Email – crcpant@cimap.res.in; Website - www.cimap.res.in</p>
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COVER PAGE

TENDER DOCUMENT

Name of Work : Execution of Experimental Research Farm Operations for Medicinal and Aromatic Plants at CIMAP RESEARCH CENTER, PANTNAGAR, Uttarakhand

No. – CIMAP/Pantnagar/F.O./2022-MP(Adm.)

 CSIR-CIMAP	CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS (Council of Scientific & Industrial Research) Research Center, Pantnagar, PO – Dairy Farm Nagla Pantnagar – 263149, Dist – Udham Singh Nagar (Uttarakhand) Phone No.- 05944- 234445/234712 Email – crcpant@cimap.res.in ; Website - www.cimap.res.in
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Name of work: Execution of Experimental Research Farm Operations for Medicinal and Aromatic Plants at CIMAP Research Center, Pantnagar, Uttarakhand.


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Note : Tenderer should confirm that they have received/downloaded all the above papers from Sl. No. 1 to 26.

Signature of Contractor

Signature of Officer
Issuing the Tender

 CSIR-CIMAP	CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS (Council of Scientific & Industrial Research) Research Center, Pantnagar, PO – Dairy Farm Nagla Pantnagar – 263149, Dist – Udham Singh Nagar (Uttarakhand) Phone No.- 05944- 234445/234712 Email – crpant@cimap.res.in ; Website - www.cimap.res.in
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Notice Inviting E-Tender

E- Tenders in TWO BID SYSTEM (Technical and Price Bid) are hereby invited through e-tendering portal for “**Execution of Experimental Research Farm Operations for Medicinal and Aromatic Plants at CIMAP Research Center, Pantnagar, Uttarakhand**” from those Contractors who have an experience of minimum one year during last five years for carrying out agriculture and farm operation works with an annual turnover of not less than 50% of the estimated cost of the tender or have an experience of one year related to agriculture and farm operations in an area of minimum 50 hectares in Central/ State Govt./Autonomous Bodies/Public Sector Undertaking/Institutions/CSIR and have valid labour contract license.

The tendering process is online at e-portal URL address <http://etenders.gov.in/eprocure/app>

Sl. NO.	Tender No.	Total Estimated Cost (Rs.)	Duration of Contract	Earnest Money (deposit (Rs.))	Publish date	Bid document download/ sale start date	Bid submission end date	Bid opening date
1	CIMAP/Pantnagar/ F.O./2022-MP (Adm.)	72,00,000/- (Rs. seventy two lakhs only)	One year	1,44,000/- (Rs One lakh fourty four thousand only)	05.09.2022	05.09..2022	26.09.2022	27.09.2022

Important Points

- (i) Tender fee Rs. 1180/- (including GST @ 18%) to be paid through D.D. in favor of Director, CIMAP, Lucknow
- (ii) The earnest money of Rs.1,44,000/- by account payee Demand Draft from a Nationalized /Commercial Bank drawn in favor of Director, CIMAP, Lucknow

Only workable rates will be accepted and the decision of the Director, CSIR-CIMAP would be final in deciding the minimum workable rates.

The contractor shall produce a license from the Labour Commissioner (Central), Ministry of Labour, Govt. of India within one month of the award of work to him for undertaking the work and also submit EPF, ESI and GST etc. registration within one month of the award of contract, if not registered earlier. If the license/registration are not received by the stipulated time, the award of work to him shall be liable to be cancelled and earnest money will be forfeited.

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 amend or withdraw any of the terms and conditions contained in the tender document or 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.

(Administrative Officer)

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

A P P E N D I X

Mode of Payment	Monthly payment will be made on the production of Bill, acquaintance rolls after payment to the labours is made by the Contractor positively before 10 th of the month. Further, contractor will attach the copies of challan of EPF & ESI of current month along with bills. Income Tax & other statutory deductions as applicable from time to time shall be made from the monthly bills as per Govt. Rules. The employer part of EPF, ESI, Bonus, National Holidays and other statutory liabilities as applicable from time to time will be reimbursed by the 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 form 3A & 6A / computer generated challans with credit history, acquaintance rolls, challans, Bank statement as a proof that the employee and employer part of EPF have been deposited by the contractor to EPFO and the same have been credited to beneficiaries account.
Earnest Money	The contractor shall deposit EMD for an amount of Rs. 1,44,000/- in the form of an Account Payee Demand Draft from a Nationalized/commercial bank in favour of ' The Director, CIMAP, Lucknow ' along with the Technical Bid. The Bid Security will remain valid for a period of ninety days beyond the final bid validity period. EMD shall be forfeited, if the successful bidder fails to sign the formal agreement and start the work within the specified period or neglects to execute the Contract or fails to furnish the required performance Security within the time frame specified by the CIMAP, EMD can also be forfeited, if the tenderer submits false/fraud documents.
Subsequent Retention	Earnest Money deposited with the tender will be treated as a part of the security deposit on award of work.
Security Deposit	The contractor shall be required to deposit 10% of the contract value of the work awarded to him in the form of FDR. This security money will be refunded after expiry of contract and submission of form 3A & 6A / computer generated challans with credit history and ensuring that EPF, ESI, Goods & Service Tax, etc. have been deposited by the contractor. The security money will be forfeited in case the contractor fails to execute the works as per the terms & conditions of the agreement leading to midway termination of the contract. This security deposit shall not carry any interest.
Conditional bids	Conditional bids will be summarily rejected.
Duration of Contract	The Contract may be valid initially for a period of one year. However, the Director, CIMAP reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to mutually.
Arbitration	The courts at Lucknow shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

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 Officer (Works), CIMAP, Lucknow-226015 / Scientist-In-Charge, CIMAP, Research Centre, PO: Dairy Farm Nagla (Pantnagar) District – Udham Singh Nagar, Uttarakhand-263 149 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 DATE SHEET

Publish Date	05.09.2022
Bid Document downloaded/Sale start date	05.09.2022
Clarification start date	05.09.2022
Clarification end date	23.09.2022
Bid submission start date	05.09.2022
Bid submission end date	26.09.2022
Last date and time of submission of original Demand Draft against EMD. Tender fee & Unconditional acceptance (as annexure-C on page no. 27) of CSIR-CIMAP, Lucknow tender conditions	26.09.2022
Bid opening date (Envelope-A)	27.09.2022
Bid opening date (Envelope-B)	To be intimated later on through CPP Portal
Tender Fee	1180/- including GST 18%
EMD	Rs. 1,44,000/-

The tenderer shall submit their application only at CPP portal <https://etenders.gov.in/eprocure/app> Tenderer/Contractor are advised to follow the instruction provided in the tender document for on line submission of bids. Tenderers are required to upload the digitally signed file of scanned documents. 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.

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

TERMS AND CONDITIONS

1. E-tenders should be submitted in e-tender portal for “**Execution of Experimental Research Farm Operations for Medicinal and Aromatic Plants at CIMAP Research Center, Pantnagar, Uttarakhand**” due on 27.09.2022 on the top, which shall contain two envelopes one technical bid and one price bid.
2. Tender should be submitted in double cover as mentioned below:

Envelope “A” should contain the following :-

- (i) Particular of the Tenderer duly filled in the Form-II (attached to this Tender).
- (ii) Experience and performance Certificates including the last work undertaken as provided at Form-III
- (iii) A copy of partnership deed, in case of partnership firms.
- (iv) Full particulars, in case of Co-operative society for satisfactory running of Co-operative for one year.
- (v) Copy of the income tax return of the preceeding 3 years & PAN No.
- (vi) The bidding contractor/ Firm has to submit a written undertaking along with Technical Bid that they have cleared all the statutory liabilities viz. EPF, ESI, minimum wages etc. of the labour contract while he/his firm was dealing with any Govt./Semi Govt./CSIR Institution for last three years.
- (vii) EPF, ESI, Goods & Service Tax registration, if registered or else submit within a month of award of the contract.
- (viii) Demand Draft for earnest money.
- (ix) 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 and also that there is no criminal case pending against the Firm/ Contractor in any Court of Law or the certificate issued by District Magistrate, but not before six month from the date of publication of tender.
- (x) Tender document duly signed on each page by authorized signatory.
- (xi) Any other certificate/Documents, if required.
- (xii) Unconditional acceptance of CSIR-CIMAP tender conditions as per proforma given on page no. 27 at annexure –C of tender document.

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

1. Contractor has to quote their item rate in BOQ only.

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 Fee, hard copy of signed unconditional acceptance (As annexure- C) on page No. 27 of CSIR-CIMAP tender conditions to be sent to the Administrative Officer, 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 Tenderer 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 as per Critical Date Sheet. 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 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 Tenderers are 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 and experience certificates for minimum one year during last five years including the last work undertaken given by organizations/undertakings that the contractor has undertaken satisfactorily similar works. The certificate should be signed by the Head of Office/Administrative Officer. If the signatures are not legible his name may be indicated along with telephone nos. The original certificate should be produced before award of the contract.
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 society 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 3 years in the prescribed proforma issued in the name of the firm/Co-operative society should be enclosed with the Tender.
8. 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. Earnest Money Rs.1,44,000.00 (Rupees One Lakh Fourty Four Thousand only) in the form of an Account payee Demand Draft drawn on a Nationalized Bank/ Commercial Bank in favour of DIRECTOR, CIMAP, LUCKNOW should be attached with the technical bid in envelope A. Tender without earnest money will not be considered.
10. A 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 black listed by any Govt. Deptt./ CSIR and also that the Firm/ Tenderer or in case of partnership firm, 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 certificate issued by DM, but not before six months.
11. The contractor shall have to carry out Field operations/work as detailed in Annexure-A as per our requirement. Either contractor or his representative have to be present at the sites for supervision.

12. The contractor shall comply with all the provisions of Contract labour laws including Employees State Insurance Act and shall keep CIMAP absolved from all acts and omissions, falls breaches and/or claims, demands, loss, injury and expenses to which CIMAP may be put or involved as a result the contractor failure to fulfil 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.

13. The persons employed by the contractor for the work shall be the employees of the contractor for all intents and purposes, and no case shall relationship of employer and employee between the said person and CIMAP (CSIR) shall accrue implicitly or explicitly.

14. The labour 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.

15. 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.

16. The contractor shall be submitting documentary proof of EPF/ ESI, Goods & Service Tax registration, within one month of the award of contract and will be responsible for fulfilling all his obligations 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 and should produce an documentary evidence of payment having made to the concerned organizations as per rules with no obligation whatsoever on the part of CIMAP (CSIR) either implicitly or explicitly.

17. The contract remain in force for a period of one year from the date of commencement of the shall work unless terminated earlier at the discretion of Director, CIMAP, Lucknow on happening of any of the circumstances as indicated below.

- a) On the expiry of the contract period as stated above or by giving one month notice on either side.
- b) By giving one month notice by CIMAP (CSIR) without assigning any reason.
- c) Committing breach by the Contractor of any of the terms and conditions of the agreement.
- d) On assigning the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third party/ person by entrusting the whole or part of the contract to any third party/ person
- e) The Contractor being declared insolvent by the competent court of law.

The Contractor shall keep on discharging his duties as before till the last date of expiry of the notice period as stipulated above.

18. The Contractor must remove all workers deployed by him on termination of the contract or any ground whatsoever from the premises of the CIMAP and ensure that no person shall create any disruption/hindrance/problem of any nature to CIMAP (CSIR)

19. The Contractor has to supply Highly skilled/ skilled/ Semi-skilled workers for a short period, if required for specific technical/ experimental works. The wages for the same will be reimbursed to the Contractor on actual minimum wages basis after the payments were made to the workers.
 - a. The Contractor shall make the payment of wages, etc. to the workers deployed by him and shall furnish a undertaking every month that all the dues have been paid to the workers and others liabilities towards EPF, ESI, GST, etc. have been fulfilled. The Contractor will maintain proper records of wage register/muster roll for the whole period of contract and should be able to produce the same as and when required. The wages shall be disbursed by 10th of the following month, before presenting his monthly bill for the work done during the month duly certified to the office that the works has been carried out satisfactory by the representative of the Director. 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.
20. Monthly payment of contractor's bill shall be released to the contractor only after verification of photocopies of Goods & Service Tax, EPF & ESI challan of current month and payment of current bill has been made to the workers as per minimum wages.
21. 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.
22. 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.
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 55 years.
24. The contractor may require to engage daily an effective strength of labours for carrying out the work as required for field operations in Annexure – A in a specified time frame to the satisfaction of the committee or the representative of the director.
25. The Contractor shall be paid on monthly basis by RTGS/NEFT against the monthly bill for the work done on area basis for each item of farm operations in Annexure – A duly verified and certified by the person authorized by the Director, CIMAP, Lucknow or Scientist-In-Charge of the Center for the purpose. On certifying that the work has been done satisfactorily and after fulfilling the conditions laid out at S.No 20, the bill shall be paid within stipulated time after submitting the bill to the office.
26. 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/ associations 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.

27. Workers provided by the Contractor for executing the work contracted out shall be employees of the Contractor and will be on his pay role 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.
28. 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.
29. The Contractor shall engage only physically fit labourers for the works at his sole and own risk.
30. 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.
31. In the event of any question or dispute/ differences arising in this regard in respect of any matter and during the continuance of the contract or thereafter the same shall be referred to the sole arbitration to DG, CSIR or his nominee. The decision of the arbitrator shall be final and binding on both the parties.
32. The Contractor shall be bound to replace such workers whose conduct and services are not found satisfactory by CIMAP.
33. On award of the contract, the contractor should deposit in CIMAP a sum of Rs. _____ (Rupees _____) in the form of DD/ FDR drawn from a Nationalized Bank in favour of Director, CIMAP, Lucknow as security money which shall be valid for one year from the date of commencement of contract period. The security money so deposited will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss or damage if any sustained by the institute on account of failure or negligence on the part of any of his workers. The security deposit shall be 10% of the contract offered value of work by the bidders.
34. The security money will be refunded to the Contractor after the satisfactory performance of the contractor on expiry of the contract period and submission of challans with credit history and Form 23 for EPF and ESI (if applicable) and Goods & Service Tax, etc. have been deposited by the contractor. The security money will be forfeited in case, the contractor fails to execute the works as per the terms and conditions of the agreement leading to midway termination of the contract. This security deposit shall not carry any interest.
35. The Contractor will have to maintain the Experimental Research Farm (Center) in good condition as per our daily requirements in consultation with Scientist-In-Charge.
36. The contractor will have to execute an agreement after the award of the work but before the commencement of work.
37. The last month payment of the contract will be paid only after receiving the satisfactory completion certificate.

38. The Director, CIMAP, Lucknow reserves the right to accept the tender in part or to reject any or all the tenders without assigning any reasons thereof.
39. 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.
40. The contractor himself or shall maintain supervisor(s) who shall call the worker(s) to record their attendance.
41. The contractor shall produce a license from the Labour Commissioner, Ministry of Labour, Govt of India within one month of the award of work to him for undertaking the work and also submit Service tax, EPF & ESI registrations within one month of the award of the contract, if not registered earlier. If the license/registrations are not received by the stipulated time, the award of work to him shall be liable to be cancelled and earnest money will be forfeited. Income Tax, shall be deducted at source @ applicable to be remitted to Income Tax Department.
42. Permanent assets only (tools, implements, machines, and tractor) required for carrying out different work will be provided by the institute except the small ones to be provided by the Contractor like: Phawda, Jhabbal, Gainti, Khurpi, Darati, Kassi, etc.
43. The Contractor or his authorized representative(s) shall have to be present on the site of work and will be responsible for execution of contract.
44. 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.
45. In addition, all terms and conditions mentioned in the model agreement attached and marked as Annexure-B shall be applicable.

ANNEXURE – A

The CRC Pantnagar is located in the Tarai region of Uttarakhand and its Research Farm is spread over an area of about 115 ha. The various medicinal and aromatic crops (Aromatic grasses, mints, geranium, patchouli, Vach, Aswagandha, Sarphgandha, Artemisia, kalmegh, Satawar, rose etc.) are grown in the field plots, conservatory and gene bank to carry out research experiments involving different field operations as per requirement of the crops/plants and experimental procedures, the major ones are listed in Annexure A. The contractor is required to carry out these field operations for cultivation and maintenance of the above mentioned medicinal and aromatic crops as per the need and experimental procedures. The entire Research Farm including various field plots with different crops, roads and bunds will have to be maintained in proper condition as per our requirement procedures with the consultation of Scientist-In-Charge.

LIST OF FIELD OPERATIONS

प्रक्षेत्र कार्यों की सूची

Sl.no.	Operation कार्य
1.	Weeding in different crops with Khurpi including removal of weeds from the field विभिन्न फसलों की खुरपी द्वारा निराई एवं खरपतवारों को खेत से बाहर फेंकना
2.	Hoeing in fields with spades. फावड़े द्वारा खेतों में गुड़ाई।
3.	Weed grass cutting with sickle in MAP crops औषधीय एवं सगंध फसलों में खर-पतवार की हसिया से कटाई
4.	Harvesting, loading, unloading and transporting of aromatic grasses or mints and distillation as per procedure at item No. 12. सगंध घासों एवं मेन्था फसलों की कटाई, ट्राली से ढुलाई, लदाई एवं उतार कर फैलाना तथा आसवन (क्रिया कलाप 12 की विधि से)।
5.	Harvesting of Artemisia/ other MAPs' crops, loading/ transporting/ unloading/spreading/ processing and packing as required. आर्टीमिषिया व अन्य औषधीय एवं सगंध फसलों की कटाई/ढुलाई, उतारना फैलाना व प्रसंसकरण एवं आवश्यकतानुसार पैकिंग करना।
6.	Mints planting: Uprooting of seedlings/planting materials/suckers, etc. and planting in the field/ Opening of furrows with Deptt. Tractor or manually, fertilizer application and planting as per procedure.

	पौध/पौध सामग्री/ सकर्स को उखाड़ना तथा लगाना / ट्रैक्टर द्वारा कूंड (नाली) बनाना या आदमियों द्वारा कूंड (नाली) बनाना साथ-ही-साथ सही प्रक्रिया द्वारा खाद डालकर बुवाई/रोपाई करना।
7.	Aromatic Grasses planting: Uprooting of clumps; slip making and planting in the field in rows at required spacing/ Opening of furrows with Deptt. Tractor or manually, fertilizer application and planting as per procedure. सगंध घासों एवं खस की झुमूट को उखाड़कर स्लिप बनाना तथा सफाई करके आवश्यक दुरी पर खेत में लगाना/ ट्रैक्टर द्वारा कूंड (नाली) बनाना या आदमियों द्वारा कूंड (नाली) बनाना साथ-ही-साथ सही प्रक्रिया द्वारा खाद डालकर रोपाई करना।
8.	Layout and leveling of plots for planting and sowing. पौध/बीज की रोपाई एवं बुवाई करने के लिए खाका बनाना तथा क्यारियों को समतल करना।
9.	Irrigation of crops (including tubewell operation). फसलों की सिंचाई (ट्यूबवेल चालन सहित)।
10.	Uprooting of clumps and slip making with cleaning and tying in bundles of required size in aromatic grasses, Khus, etc.) सगंध घासों एवं खस की झुमूट को उखाड़कर स्लिप बनाना तथा सफाई करके आवश्यकतानुसार साइज के बण्डल बनाना।
11.	Digging of Mentha suckers including cleaning and packing मेंथा सकर्स निकाल कर सफाई करके पैकिंग करना।
12.	Distillation of crops, firing of furnace, Charging, discharging and cleaning of tank, disposal of distilled waste and drying, and storage at required site. आसवन संयंत्र में हर्ब भरना एवं निकालना तथा आसवित भट्ठी में ईंधन जलाना व टैंकों की सफाई करवाना, हर्ब को निकालना सुखाना व उचित स्थान पर एकत्र करना।

FORM-I

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

Schedule of Contract Value

**Execution of Experimental Research Farm Operations for Medicinal and
Aromatic Plants at CIMAP RESEARCH CENTER, PANTNAGAR**

1. **Name of the Party/Firm** :
2. **Address in full** :
3. **Registration License No.(s)** :
 - (a) **Under C.L. (R&A) Act 1970** :
 - (b) **ESI Act** :
 - (c) **EPF Act** :
 - (d) **Goods & Service Tax** :
4. **Rates for each item to be mentioned in BOQ should be inclusive of service charges and all other statutory liabilities (ESI, EPF, etc.), except Goods and Service Tax which will be reimbursed as per rules.**

Important Points :-

1. **Monthly bill will raised as per actual work done for each item in a given area or items as asked on pro-rata basis.**
2. **The area/ quantity of work may change as per requirement during the year.**
3. **Deductions in the bill can be made as fixed, if the quality of operations is not met to the satisfaction of the committee made for the purpose.**
4. **Rate for each item per hectare or as desired to be mentioned inclusive of all statutory liabilities (ESI, EPF, etc.) except GST, which will be reimbursed as per rules.**

- Note :**
1. The Contractor may visit the Experimental Research Farm to see the crops and various activities 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 and 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.

Form-II

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. :
4. In case of partnership Firm :

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

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 No.
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 no. provided by labour commissioner

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

EXPERIENCE CERTIFICATE

Detail of the works completed satisfactorily during last five years and annual turnover which must not be less than 50% of the estimated value or having an experience of one year related to agriculture and farm works in an area of minimum 50 hectares for which tender is being given:

Sl.No.	Name of the work	Site of work	Period of work	Value of work/annual turnover/ Area under taken	Name of the Organization & In-Charge under whom work was done*
1.					
2.					
3.					
4.					
5.					

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

Annexure – B

AGREEMENT FOR THE CONTRACT OF

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

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

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

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

WHEREAS CSIR has agreed to award the contract of work of,” hereinafter mentioned as work assigned details of which are given at

AND WHEREAS the Contractor has agreed to furnish to the Lab/Instt. a security deposit of Rs. By way of DD/FDR in the name of Director, CIMAP, Lucknow of any Nationalized Bank. Lucknow.

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

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employed and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in, consultation with Director of the Lab./Instt. Or his nominee. Subsequently, the Contractor shall review the work

assigned from time to time and advise the Director of the Institute, for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the Lab./Instt. or the officer designated by the Director in this respect from time to time.

3. That the Director of the Lab./Instt. or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Lab./Instt/CSIR in this respect. Further, the Contractor shall immediately replace the particular persons so deployed on the demand of the Director of the Lab./Instt/CSIR in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure-'A' as deemed fit by him in consultation with the Lab.
2. That for performing the assigned work, the contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the contractor shall be from amongst the retired/released ex-service personnel of high integrity and good conduct and preferably below the age of 50 years.
3. That the Contractor shall submit details, such as names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the Lab./Instt/CSIR for the purpose of proper identification of the employees of the Contractor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
5. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936. The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948 Employer's Liability Act, 1938 Employment of Children Act, 1938, Maternity Act and/ or any other Rules/regulations and/ or statutes that may be applicable to them.
6. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omission, faults, breaches and/ or any claim, demand, loss, injury and expense arising

out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act, rules/ regulations and/ or any bye laws or rules framed under or any these, the CSIR shall be entitled to recover any of the such losses or expenses, which may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's monthly payment.

7. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officer of CSIR/LAB./Instt.
8. That the Contractor shall make the payment of wages, etc, to the persons so deployed in the presence of representative of the Lab./Instt/CSIR and shall on demand furnish copies of wage register/muster roll etc. to the Lab/Instt. For having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards hi employees so deployed under various Labour Laws, having regard to the duties of CSIR in this respect as per the provisions of contractor Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the labour regulations from time to time in regard to payment of wages, wage period deductions from wages recovery of wages not paid and deductions unauthorzedly made, maintenance of wages book, wage slip publication of scale of wage and terms of employment, inspection and submission of periodical returns.
9. That the Contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at CSIR Lab./Instt. In their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.
10. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR/.
11. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them do not violate relevant provisions of shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director of the Lab/Instt. A sum as may be claimed by Lab/Instt/CSIR.
12. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Lab/Instt. and ensure that no such person shall create any disruption/hindrance/problem of any nature in Lab/Instt. either explicitly or implicitly.

13. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
14. The security will be refunded to the Contractor within one month of the expiry of the Contract only on the satisfactory performance of the contract.
15. That the Contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.
16. The Contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payment due to the Contractor under this contract.
17. That the Contractor shall ensure that the persons so deployed do not allow any property of the CSIR to be taken out of the premises without a Gate Pass signed by the designated officials of the Lab/Instt. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen in writing to the Contractor along with subsequent changes, if any. The Controller of Administration/Administrative officer of the Lab/Instt. Shall make suitable arrangement to ensure compliance.
18. That the contractor shall report promptly to the Lab/Instt. Any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets, movable and immovable, of the Lab/Instt and if there is any loss to the Lab/Instt on account of dishonesty, and/or due to any lapse on the part of the Contractor shall make good on demand the loss to the Lab/Instt.
19. That the uniforms supplied by the Contractor at his own cost to the persons deployed for this work shall include khaki bush-shirt army cut anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, shistle, loaded torches, etc. the seasonal equipment such as jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the Contractor at his cost and CSIR shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the Lab/Instt. (optional)

C. CSIR'S OBLIGATIONS

1. That in consideration of the manpower engaged by the contractor for field operations, he shall be paid against monthly bill for the work done. Such payment shall be made by the 10th day of the month on the basis of the bills raised by the Contractor and duly certified by the officer designated by Lab/Instt.
2. That the aforesaid amount for work done on area basis for each item as per Annexure - A 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 and 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.

D. PENALTIES/LIABILITIES

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

E. COMMENCEMENT AND TERMINATION

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

- c) On Contractor being declared insolvent by competent Court of Law.

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

F. ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre (DIAC) for appointment of Arbitrator to adjudicate the dispute.
2. The award of the arbitrator shall be final and binding on the parties. The Arbitrator may give interim awards(s) and/or directions, as may be required.
3. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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

For and on behalf of
The Contractor

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

WITNESS :

1.

2.

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 “**Execution of Experimental Research Farm Operations for Medicinal and Aromatic Plants at CIMAP Research Center, Pantnagar, Uttarakhand**” 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 the same has been followed in the present case. In case, this provision 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