



वै.औ.अ.प.–राष्ट्रीय वनस्पति अनुसंधान संस्थान

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्)

राना प्रताप मार्ग, लखनऊ-226001 (उ.प्र.)

CSIR - NATIONAL BOTANICAL RESEARCH INSTITUTE

(Council of Scientific and Industrial Research)

Rana Pratap Marg, Lucknow – 226001 (U.P.).



No.7/70/HO/Lab./2020-21-Gen.

Dated : 12-02-2020

ई-निविदा आमंत्रण सूचना NOTICE INVITING E- TENDER

निदेशक सी.एस.आई.आर.–राष्ट्रीय वनस्पति अनुसंधान संस्थान, लखनऊ द्वारा “(क) वै.औ.अ.प.–राष्ट्रीय वनस्पति अनुसंधान संस्थान, लखनऊ में चलने वाली विभिन्न परियोजनाओं के अन्तर्गत विभिन्न अल्पावधि कृषि/बागवानी/वनसंवर्धन के संचालन, प्रयोगात्मक क्षेत्रों के अनुसंधान, प्रयोगशाला कार्य, पौधों/सामग्री को उठाने और स्थानांतरित करने, अन्य विविध प्रयोगशाला/ग्रीनहाउस गतिविधियों के निष्पादन तथा (ख) विद्युत कार्यों के निष्पादन हेतु अकुशल/अर्द्धकुशल/ कुशल/अतिकुशल श्रमिक उपलब्ध कराने के लिए” प्रथमतः 3 महीने की ट्रायल अवधि के लिये, जो कि ट्रायल अवधि के दौरान किये गये संतोषजनक कार्य के आधार पर अगले 09 महीने के लिये सामान्य नियम व शर्तों पर बढ़ाया जा सकता है, हेतु अनुभवी एवं आर्थिक रूप से सक्षम ठेकेदारों से निर्धारित प्रारूप में ई-निविदाएं आमंत्रित की जाती हैं। अनुबंध/करार आपसी सहमति के आधार पर अगले एक वर्ष की अवधि के लिए भी सामान्य नियम व शर्तों के आधार बढ़ाया जा सकता है। कार्य की अनुमानित वार्षिक लागत **रु. 2.60 करोड़ (रुपये दो करोड़ साठ लाख मात्र)** है।

E- tenders are invited from financially sound parties in the prescribed format by the Director, NBRI, Lucknow for awarding of work “(A) Providing of unskilled/semi-skilled/skilled /highly skilled workers for execution of various short term Agriculture/ Horticulture silviculture operations, maintenance of experimental fields, laboratory work, lifting and shifting of plants/materials, other miscellaneous lab/green house activities of various projects tenable at CSIR- NBRI, Lucknow and (B) Engagement of manpower for Electrical Works (High Skilled, Skilled, Semi Skilled & Unskilled)” for an initial trial period of 03 months which may be extended for a period of 09 months subject to satisfactory performance of the work under trial period on the same terms & conditions. The Contract/Agreement may be further extended upto a period of one year on such terms & conditions as are mutually agreed upon. The estimated cost of the work is **Rs. 2.60 Cr. (Rupees Two Crore Sixty Lacs Only) per annum approximately.**

आपूर्ति किए जाने वाले अकुशल/अर्द्धकुशल/कुशल/अति कुशल श्रमिकों की संख्या में समय-समय पर परिवर्तन हो सकता है। निदेशक, वै.औ.अ.प.–राष्ट्रीय वनस्पति अनुसंधान संस्थान, लखनऊ द्वारा अधिकृत वैज्ञानिक/अधिकारी की संतुष्टि के अनुसार वै.औ.अ.प.–रा.व.अ.सं की मांग के अनुरूप कौशल एवं अनुभव रखने वाले श्रमिकों की आपूर्ति की जानी है।

The number of unskilled/semi-skilled/skilled/highly skilled workers to be supplied may vary from time to time. Workers possessing skill sets and experience as per demand of CSIR-NBRI need to be supplied as per satisfaction of Scientist/Officer authorised by Director, NBRI.

ठेकेदार को निम्न आवश्यकताओं को पूर्ण कराना चाहिए:
The Contractor should fulfil the following requirements:

- केन्द्रीय / राज्य सरकार / स्वायत्त निकायों / सार्वजनिक क्षेत्र के उपक्रम / सरकारी संस्थानों अथवा सी.एस.आई.आर. संस्थानों/प्रयोगशालाओं में कम से कम रूपये 2.08 करोड़./- प्रतिवर्ष या उससे अधिक के एक कार्य का अथवा कम से कम रूपये 1.30 करोड़./- के दो कार्यों का अथवा कम से कम रूपये 1,04,00,000/- प्रतिवर्ष के तीन कार्यों का, दिनांक 31.12.2019 को समाप्त वर्ष से गत 5 वर्षों के दौरान श्रम सेवाएं उपलब्ध कराने का अनुभव। **संतोषजनक रूप से कार्य समाप्त करने एवं कार्य की लागत/बीजक का कुल योग, के प्रमाण पत्र के साथ अपेक्षित अनुभव का प्रमाण।**
Experience in providing Labour services to Central/State Govt./Autonomous Bodies/Public Sector Undertaking/ Govt. Institutions or CSIR Institutes/Laboratories to the tune of at least Rs 2.08 crore per annum in a single contract or two works worth at least Rs 1.30 crore each in a year or three works worth at least Rs.1.04 cr each in a year during last five years ending 31.12.2019. **Requisite experience proof along with certificate regarding satisfactory completion of work and amount of work/total billing.**
- क्षेत्रीय श्रम आयुक्त(केन्द्रीय) द्वारा जारी पंजीकरण प्रमाणपत्र/लाइसेंस।
Registration Certificate/Licence issued from Regional Labour Commissnor (Central).

3. ई.पी.एफ., ई.एस.आई. तथा वस्तु एवं सेवाकर प्राधिकारियों द्वारा जारी पंजीकरण प्रमाण पत्र।
Registration Certificate issued from EPF/ESI/GST authorities.
4. पैन कार्ड की प्रति।
Copy of PAN Card.
5. संविदात्मक दायित्वों की संतोषजनक पूर्ति सुनिश्चित करने के लिए, ठेकेदार का स्थानीय कार्यालय एवं बैंक खाता विशेषतः भारतीय स्टेट बैंक लखनऊ में होना चाहिए।
The Contractor should have local Office and bank account preferably in State Bank of India at Lucknow for ensuring satisfactory fulfilment of contractual obligations.
6. ई.पी.एफ. पुष्टिकरण पर्ची एवं ई.पी.एफ./ई.एस.आई. की भुगतान पर्ची सहित ई.पी.एफ. एवं ई.एस.आई. के इलेक्ट्रॉनिक चालान/रिटर्न की प्रति जिसके द्वारा संबंधित विभाग में मासिक ई.पी.एफ. एवं ई.एस. आई रिटर्न जमा किया गया हो।
Copy of Electronic Challan Cum Return (ECR) and ESI Monthly Contribution detail vide which monthly EPF& ESI return is filed with the concerned authorities alongwith a copy of EPF Confirmation Slip and EPF & ESI payment slip as proof of its submission.

ऑनलाइन बिड हेतु दिशा-निर्देश:-

➤ निविदा दो बिड प्रणाली में होगी। कवर-। 'तकनीकी बिड' में निम्नलिखित दस्तावेज ऑनलाइन प्रस्तुत करने होंगे :
The tender will be in two bid system. Cover-I "Technical Bid" shall contain the following documents to be submitted online:

1. प्रपत्र – I में निविदाकर्ता का सुचारु रूप से भरा विवरण। (निविदा के साथ संलग्न)
Particular of the Tenderer duly filled in the Form-I (Attached to this tender)
2. निविदा मूल्य रु. 1180/- (नॉन रिफण्डेबल) का निदेशक, सी.एस.आई.आर.-एन.बी.आर.आई., लखनऊ के पक्ष में देय डिमाण्ड ड्राफ्ट। (डी.डी. की स्कैन कॉपी ऑनलाइन अपलोड की जाए।)
Tender Fee of Rs.1180/- (Bank Draft) (Non refundable) in the form of Demand Draft drawn in favour of Director, CSIR – NBRI, Lucknow. **(Scanned copy of DD is to be uploaded online.) Please refer to point 05 of General Instructions at Page no.04**
3. धरोहर राशि रु. 5,20,000/- निदेशक, सी.एस.आई.आर.-एन.बी.आर.आई., लखनऊ के पक्ष में देय डिमाण्ड ड्राफ्ट। (डी.डी. की स्कैन कॉपी ऑनलाइन अपलोड की जाए।)
EMD of Rs. 5,20,000/- : Demand Draft drawn in favour of Director, NBRI, Lucknow. **(Scanned copy of DD is to be uploaded online.) Please refer to point 05 of General Instructions at Page no.04**
4. प्रपत्र- II में अनुभव का प्रमाण (नियोक्ता द्वारा जारी किया हुआ संतोषजनक कार्य निष्पादन का प्रमाणपत्र)
Experience proof as provided at Form –II (Certificate with regard to satisfactory completion of work issued by the Employer)
5. पार्टनरशिप फर्म की दशा में, पार्टनरशिप डीड की छाया प्रति।
A copy of partnership deed, in case of partnership firms.
6. ई.पी.एफ., ई.एस.आई. तथा वस्तु एवं सेवाकर पंजीकरण प्रमाण पत्र।
EPF, ESI and Goods & Service Tax Registration certificates etc.
7. ALC/RLC (Central) द्वारा जारी रजिस्ट्रेशन प्रमाण पत्र।
Registration Certificate with ALC/RLC (Central).
8. पैन नम्बर।
PAN Number.
9. ई.पी.एफ. पुष्टिकरण पर्ची एवं ई.पी.एफ./ई.एस.आई. की भुगतान पर्ची सहित ई.पी.एफ. एवं ई.एस.आई. के इलेक्ट्रॉनिक चालान/रिटर्न की प्रति जिसके द्वारा संबंधित विभाग में मासिक ई.पी.एफ. एवं ई.एस. आई रिटर्न जमा किया गया हो।
Copy of Electronic Challan Cum Return (ECR) and ESI Monthly Contribution detail vide which monthly EPF& ESI return is filed with the concerned authorities alongwith a copy of EPF Confirmation Slip and EPF & ESI payment slip as proof of its submission.
10. सुचारु रूप से भरे एवं हस्ताक्षरित निविदा दस्तावेज।

Duly filled & signed Tender document.

11. जिलाधिकारी/वरिष्ठ पुलिस अधीक्षक द्वारा जारी वैध चरित्र प्रमाण पत्र।
Valid Character certificate from DM/SSP.
12. अद्यतन फाइल किया हुआ आयकर रिटर्न।
Upto date filed Income Tax Return.
13. किसी भी अनुसूचित वाणिज्यिक बैंक द्वारा जारी किया गया अनुमानित लागत के 40 प्रतिशत धनराशि का सोलवेन्सी प्रमाण पत्र दिनांक 31.12.2019 को समाप्त हुए वर्ष तक।
Solvency Certificate of 40% of the estimated cost as on 31-12-2019 issued by any Scheduled Commercial Bank.
14. विद्युत कार्यों के लिए आवश्यक लाइसेंस
License required for Electrical Work
 - a) "A" Class Electrical Contractor
 - b) Electrical Supervisory License
 - c) Required License of personal be provided like wireman, House Wiring, Industrial Lineman (to work, HV, MV & LV Line.)

नोट/Note:

अ) ठेकेदारों के निविदा प्रपत्र में क्रम सं 1 से 14 पर वर्णित दस्तावेजों का प्रमाण न होने पर उनकी निविदा बिना किसी सूचना के अस्वीकार कर दी जाएगी तथा अपलोड किये जा रहे समस्त दस्तावेज निविदा प्रपत्र सहित फर्म के अधिकृत हस्ताक्षरकर्ता द्वारा स्व प्रमाणित होने चाहिए।

a) Tenders documents of contractors not producing proof of possessing Item no 1 to 14 are liable to be rejected without any notice and the all the documents along with tender document should be self-attested by the Authorised Signatory of the firm.

ब) क्रम सं 02 एवं 03 में उल्लेखित डिमांड ड्राफ्ट मूल रूप से समस्त दस्तावेजों सहित (स्वहस्ताक्षरित निविदा पेपर एवं अन्य वांछित दस्तावेज), तकनीकी बोली खोलने के लिए निर्धारित तिथि एवं समय पर या उससे पूर्व संस्थान के **सुरक्षा अनुभाग के निविदा बॉक्स** में जमा करना होगा, अन्यथा ऑनलाइन प्रस्तुत निविदा अस्वीकार कर दी जाएगी। मात्र ऑनलाइन पोर्टल पर अपलोड दस्तावेज ही स्वीकार्य होंगे।

b) DD mentioned in Sl. No 02 & 03 along with all the documents (self attested tender papers & other requisite papers) are to be submitted in original on or before the opening date and time of technical bid to **Tender Box, placed in Security Section** of this Institute, failing which online submitted tender shall not be accepted. Documents uploaded through Online Portal shall be only accepted in Original.

➤ कवर –II : **वित्तीय बोली** में मात्र निर्धारित संलग्न प्रारूप (प्रपत्र–III) पर ठेकेदार द्वारा मात्र दरों का (अंकों एवं शब्दों में) उल्लेख किया जाना चाहिए। वित्तीय बोली में संशोधन, अधिलेखन या मिटाना/खुरचना इत्यादि नहीं होना चाहिए। ऐसी बिड जिनमें संशोधन, अधिलेखन, अहस्ताक्षरित इत्यादि पाए जाने पर, अस्वीकार्य कर दिया जाएगा।

Cover-II "**Financial Bid**" should contain the Form- III in which only rates (In figures and words) should be mentioned by the Contractor. Corrections, overwriting or erasing etc. should be avoided in the Financial bid. Such bids having erasing, corrections, overwriting, unsigned etc. will be summarily rejected.

➤ बोलियां दिनांक **05.03.2020** को अपराह्न **03:00 बजे (भारतीय मानक समय)** तक या इससे पूर्व ऑनलाइन पोर्टल <https://etenders.gov.in/e procure/app> के माध्यम से जमा की जानी है, जिसकी स्वप्रमाणित प्रति निविदा शुल्क एवं धरोहर राशि सहित संस्थान के **सुरक्षा अनुभाग के निविदा बॉक्स** में जमा करना होगा। तकनीकी बोलियां दिनांक **06.03.2020** को अपराह्न **03:30 बजे (भारतीय मानक समय)** पर ऑनलाइन खोली जाएगी। तकनीकी मूल्यांकन के पश्चात् योग्य निर्धारित फर्मों की वित्तीय बोली (कवर II) खोली जाएगी।

The bids are to be submitted through online portal <https://etenders.gov.in/e procure/app> on or before **05.03.2020 up to 03:00 PM (IST)**, self attested copies of the same shall be submitted to **Tender Box, placed in Security Section along with Tender Cost & EMD**. Technical Bids will be opened online on **06.03.2020 at 03:30 PM IST**. Price Bid (Cover II) of those firm(s) will be opened who is/are declared eligible after Technical Evaluation.

➤ निदेशक, एनबीआरआई, लखनऊ को बिना कारण बताए किसी भी निविदा को या समस्त निविदाओं को या अंशतः स्वीकार या अस्वीकार करने का अधिकार होगा। निविदा **विवरण/दस्तावेज** संस्थान की वेबसाइट www.nbri.res.in या <https://etenders.gov.in/e procure/app> या **CPP Portal** <https://e procure.gov.in/e publish/app> से डाउनलोड किये जा सकते हैं।

The Director, NBRI, Lucknow reserves the right to accept the tender or reject any or all or to accept them in part without assigning any reason thereof. Tender details/document can also be downloaded from institute web site www.nbri.res.in or <https://etenders.gov.in/eprocure/app> or CPP Portal <https://eprocure.gov.in/epublish/app>.

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प्रशासनिक अधिकारी / ADMINISTRATIVE OFFICER

In case of any discrepancy between the English & Hindi Version, the English Version shall prevail.



वै.औ.अ.प.–राष्ट्रीय वनस्पति अनुसंधान संस्थान (वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)

राना प्रताप मार्ग, लखनऊ-226001 (उ.प्र.)

CSIR - NATIONAL BOTANICAL RESEARCH INSTITUTE

(Council of Scientific and Industrial Research)

Rana Pratap Marg, Lucknow – 226001 (U.P.).



सामान्य निर्देश / GENERAL INSTRUCTIONS

1. निर्धारित प्रारूप में पूर्ण रूप से एवं भरी हुई निविदाएं दिनांक **05.03.2020** को अपराह्न **3:00** बजे तक या उससे पूर्व ऑनलाइन पोर्टल <https://etenders.gov.in/e procure/app> के माध्यम से जमा करना होगा।
E- tenders in prescribed forms duly filled-in must be submitted through online portal <https://etenders.gov.in/e procure/app> on or before **05.03.2020 upto 03.00 PM sharp.**

2. तकनीकी बोलियां दिनांक **06.03.2020** को अपराह्न **03:30 (भारतीय मानक समय)** पर ऑनलाइन खोली जाएंगी।
Technical Bids will be opened online on **06.03.2020 at 03:30 PM IST.**

3. निविदा स्पष्ट रूप से स्याही से लिखी अथवा टाइप होनी चाहिए। निविदा प्रपत्र में किसी भी प्रकार के संशोधन, अधिलेखन या मिटाना/खुरचना आदि पाये जाने की दशा में निविदा को अयोग्य घोषित कर दिया जायेगा। निविदा फार्म निविदाकर्ता द्वारा स्वयं अथवा कम्पनी/फर्म के अधिकृत प्रतिनिधि द्वारा हस्ताक्षरित होना चाहिए। निविदा के साथ फर्म के रजिस्ट्रेशन नम्बर की प्रति, श्रम अधिनियम के अन्तर्गत जारी लाइसेंस नं., भविष्य निधि आयुक्त द्वारा जारी भविष्य निधि खाता संख्या, ई.एस.आई. नम्बर, आयकर विभाग द्वारा आवंटित पैन नम्बर, सम्बन्धित एजेन्सियों/संगठन द्वारा जारी संतोषजनक कार्य निष्पादन प्रमाण पत्र, जहां पर ठेकेदार ने पूर्व में इसी तरह का कार्य किया है, इत्यादि भी संलग्न किया जायेगा।

The tender should be clearly filled in ink legibly or typed. Any type of alteration will lead to disqualification of the tender. The tender form should be signed by the tenderers himself. Attested copies of the Registration Number of the Firm, License No. under Contract Labour Act, Provident Fund Account No. allotted by the Provident Fund Commissioner, ESI Number, PAN Number allotted by the Income Tax Deptt., satisfactory performance certificate issued by concerned agencies/ organizations where such type of works/jobs have been performed by the contractor earlier shall also be enclosed.

4. निविदा के समस्त प्रपत्र निविदाकर्ता द्वारा फर्म/एजेन्सी की मुहर सहित हस्ताक्षरित होने चाहिए एवं अग्रेषण पत्र पर संलग्नों की सूची स्पष्ट रूप से लिखी होनी चाहिए।

Every paper of the tender should be signed by the tenderer with seal of Agency / Firm and forwarding letter should clearly indicate the list of enclosures.

5. निविदा में उल्लेखित निविदा मूल्य एवं धरोहर राशि के डिमांड ड्राफ्ट को मूल रूप से समस्त दस्तावेजों सहित, जैसा कि पूर्व में उल्लिखित किया गया है, को एक लिफाफे में रखकर जिसपर निम्नलिखित जानकारी स्पष्ट रूप से लिखी होनी चाहिए, को तकनीकी बोली खोलने के लिए निर्धारित तिथि एवं समय पर या उससे पूर्व संस्थान के **सुरक्षा अनुभाग के निविदा बॉक्स** में प्रस्तुत करना होगा, अन्यथा ऑनलाइन प्रस्तुत निविदा अस्वीकार कर दी जाएगी।

क. ई-निविदा प्राप्ति की अन्तिम तिथि **05.03.2020** को अपराह्न **3:00** बजे तक

ख. “(क) वै.औ.अ.प.–राष्ट्रीय वनस्पति अनुसंधान संस्थान, लखनऊ में चलने वाली विभिन्न परियोजनाओं के अन्तर्गत विभिन्न अल्पावधि कृषि/ बागवानी/वनसंवर्धन के संचालन, प्रयोगात्मक क्षेत्रों के अनुरक्षण, प्रयोगशाला कार्य, पौधों/सामग्री को उठाने और स्थानांतरित करने, अन्य विविध प्रयोगशाला/ग्रीनहाउस गतिविधियों के निष्पादन तथा (ख) विद्युत कार्यों के निष्पादन हेतु अकुशल/अर्द्धकुशल/कुशल/अतिकुशल श्रमिक उपलब्ध कराने के लिए”

ग. फर्म का नाम :

The following information should be indicated on the envelope cover in which Demand Draft of Tender Cost and EMD in original along with all the requisite documents as mentioned earlier are to be placed, to be submitted on or before the opening date and time of technical bid to **Tender**

Box, placed in Security Section of this Institute, failing which online submitted tender shall not be accepted:

a. Last date of receipt of e-tender **05.03.2020 upto 03:00 PM.**

b. Tender for “(A) Providing of unskilled/semi-skilled/skilled /highly skilled workers for execution of various short term Agriculture/ Horticulture silviculture operations, maintenance of experimental fields, laboratory work, lifting and shifting of plants/materials, other miscellaneous lab/green house activities of various projects tenable at CSIR-NBRI, Lucknow and (B) Engagement of manpower for Electrical Works (High Skilled, Skilled, Semi Skilled & Unskilled)”

c. Name of the Firm _____

6. निविदा जमा करने से पूर्व निविदाकर्ता को यह सुनिश्चित करना होगा कि सभी उद्धृत दरें/मूल्य अंकों एवं शब्दों में लिखी होनी चाहिए। निविदा में किसी भी प्रकार का रिक्त स्थान छोड़ने पर निविदा अस्वीकृत कर दी जायेगी।

The tenderer should take care that the quoted rate/amount should be written in words and figures. No blanks should be left which would otherwise make the tender liable for rejection.

7 सफल निविदाकर्ता को कार्य की अनुमानित वार्षिक लागत के 10 प्रतिशत (ई.एम.डी. को जोड़कर) की सुरक्षा राशि मात्र डी.डी./बैंकर्स चेक या एफडीआर के रूप में (निदेशक, सी.एस.आई.आर.—राष्ट्रीय वनस्पति अनुसंधान संस्थान के पास बंधक रखी जाएगी), जो कि निदेशक, सी.एस.आई.आर.—राष्ट्रीय वनस्पति अनुसंधान संस्थान के पक्ष में लखनऊ में देय होगा, जमा करनी होगी। अर्नेस्ट मनी का समायोजन सुरक्षा राशि के परिपेक्ष्य में कर लिया जाएगा। सी.एस.आई.आर.—एन.बी.आर.आई. द्वारा अर्नेस्ट मनी एवं सुरक्षा राशि पर किसी भी प्रकार का ब्याज नहीं दिया जायेगा। एफ.डी.आर. को मात्र तभी स्वीकार किया जायेगा, यदि यह अनुबंध शुरू करने की अवधि से 6 माह के लिए वैध है और अनुबंध के विस्तार की अवधि के साथ, यदि कोई हो, विस्तारित हो जाए।

Security deposit in the shape of DD/Bankers' Cheque/FDR only (pledged to Director, CSIR-National Botanical Research Institute), payable at Lucknow in favour of Director, CSIR-National Botanical Research Institute @ 10% of Estimated annual value of work (including EMD) shall have to be deposited by the successful tenderer. The earnest money will be adjusted against Security Deposit. No interest shall be paid by the CSIR-NBRI on earnest money or security deposit. The FDR shall only be accepted, if it is valid for six months beyond the period of contract to begin with and shall be extended along with period of extension of contract, if any.

7a. यदि निविदाकर्ता निविदा की अवधि के दौरान, जो 90 दिनों से कम नहीं होगी, निविदा वापस लेने किसी भी संबंध में संशोधन, हानि या निविदा के प्रावधानों को तोड़ता है, तो अर्नेस्ट मनी को जब्त कर लिया जायेगा।

The earnest money will be liable to be forfeited, if the tenderer withdraws or amends, impairs or derogates from the provisions of tender in any respect within the period of validity of the tender, which shall not be less than 90 days.

8.1 निविदा प्रपत्र संस्थान की वेबसाइट www.nbri.res.in अथवा <https://etenders.gov.in/e procure/app> से डाउनलोड किये जा सकते हैं। निविदा प्रपत्र पर विचार मात्र निम्न शर्तों को पूर्ण करने पर ही किया जायेगा :

क) निविदा राशि एवं ई.एम.डी. के लिए, जिनकी राशि का ऊपर उल्लेख है, भारतीय रिजर्व बैंक द्वारा जमानती सूचीबद्ध बैंक या राष्ट्रीयकृत बैंक/भारतीय स्टेट बैंक के अलग-अलग डिमाण्ड ड्राफ्ट/बैंकर्स चेक जो “निदेशक, सी.एस.आई.आर.—राष्ट्रीय वनस्पति अनुसंधान संस्थान, लखनऊ” के पक्ष में देय हो, प्रस्तुत करें।

ख) पात्रता हेतु सभी दस्तावेजों की स्व प्रमाणित प्रति आवश्यक है। सी.एस.आई.आर.—एन.बी.आर.आई. द्वारा मांगे जाने पर मूल दस्तावेज प्रस्तुत किए जायें।

The tender documents may be downloaded from the Institute's website www.nbri.res.in or <https://etenders.gov.in/e procure/app>. The tender documents shall only be considered subject to fulfillment of following conditions:

a) Separate Demand Drafts/Bankers' Cheque for tender cost and EMD for the amount as mentioned above in favour of “Director, CSIR - National Botanical Research Institute, Lucknow” of a Scheduled Bank or Nationalized Bank/State Bank of India guaranteed by Reserve Bank of India be submitted.

b) Self attested copies of all the documents are required for eligibility. Original documents are to be produced as and when required by CSIR-NBRI.

8.2 अपूर्ण निविदा प्रपत्र को सरसरी तौर पर अस्वीकार कर दिया जायेगा।

Incomplete tender documents shall be summarily rejected.

8.3 निविदाकर्ता को निविदा ऑनलाइन पोर्टल <https://etenders.gov.in/e procure/app> के माध्यम से प्रस्तुत करनी होगी।

Tenderer shall submit the tender through online portal <https://etenders.gov.in/e procure/app>.

8.4 यदि निविदाकर्ता तकनीकी बोली खुलने के समय मूल दस्तावेज उपलब्ध कराने में असफल होता है, तो लिफाफा- II (वित्तीय/मूल्य बिड) किसी भी दशा में नहीं खोला जाएगा।

In case tenderer fails to produce original documents at the time of opening of technical bid then Envelope-II (Financial/Price bid) is liable not to be opened at all.

8.5 निविदा खुलने वाले दिवस पर छुट्टी घोषित होने की दशा में, निविदा को अगले कार्य दिवस पर निर्धारित समय पर खोला जायेगा।

In case holiday is declared on the opening day, the tenders will be opened at the same time on the next working day.

9. **पात्रता मापदण्ड :** केन्द्रीय / राज्य सरकार / स्वायत्त निकायों / सार्वजनिक क्षेत्र के उपक्रम / सरकारी संस्थानों अथवा सी.एस.आई.आर. संस्थानों/प्रयोगशालाओं में कम से कम रूपये 2.08 करोड़ प्रतिवर्ष या उससे अधिक के एक कार्य का अथवा कम से कम रूपये 1.30 करोड़/- के दो कार्यों का अथवा कम से कम रूपये 1,04,000/- प्रतिवर्ष के तीन कार्यों का, दिनांक 31.12.2019 को समाप्त वर्ष से गत 5 वर्षों के दौरान श्रम सेवाएं उपलब्ध कराने का अनुभव। अपेक्षित अनुभव प्रमाण पत्रों के संलग्न न होने पर निविदाओं पर विचार नहीं किया जाएगा। इन कार्यानुभवों के साथ ई.पी.एफ. पुष्टिकरण पर्ची एवं ई.एस.आई. की भुगतान पर्ची सहित ई.पी.एफ. एवं ई.एस.आई के इलेक्ट्रॉनिक चालान/रिटर्न की प्रति जिसके द्वारा संबंधित विभाग में मासिक ई.पी.एफ. एवं ई.एस. आई रिटर्न जमा किया गया हो, संलग्न होनी चाहिए।

Eligibility Criteria: Experience in providing Labour services to Central/State Govt./Autonomous Bodies/Public Sector Undertaking/ Govt. Institutions or CSIR Institutes/Laboratories to the tune of at least Rs 2.08 crore per annum in a single contract or two works worth at least Rs 1.30 crore each in a year or three works worth at least Rs.1.04 cr each in a year during last five years ending 31.12.2019. The tenders not supported with requisite experience certificates shall not be entertained. These work experience must be supported by the copy of Electronic Challan Cum Return (ECR) vide which monthly EPF&ESI return is filed with the concerned authorities alongwith a copy of EPF Confirmation Slip and ESI payment slip as proof of its submission.

10. संस्थान आयकर अधिनियम, 1961 की धारा 194 सी के अन्तर्गत स्रोत पर आयकर की कटौती तथा प्रासंगिक नियमों के तहत अन्य कर और देनदारियां, जो समय-समय पर अनिवार्य हैं, की कटौती करेगा।

The Institute will deduct income tax at source under section 194-C of the Income Tax Act 1961 and other taxes & levies under the relevant rules which are mandatory to be deducted at source as applicable from time to time.

11. निविदा प्रपत्र की नियम व शर्तों का पालन निविदाकर्ता द्वारा किया जाना है, जिसके संदर्भ में निविदाकर्ता द्वारा नियम व शर्तों के सभी प्रपत्रों पर, निविदा जमा करने के दौरान, हस्ताक्षर करना होगा।

Terms & Conditions given in tender document are to be abided by the tenderers in token of which he has to put his signature while submitting his tender, on the formats of terms & conditions on all pages.

12. निविदाकर्ता द्वारा यहां पर उल्लेखित किसी भी नियमों व शर्तों को तोड़ने/हनन या उल्लंघन करने पर अनुबंध समाप्त कर दिया जाएगा एवं जमा की गई सुरक्षा राशि सी.एस.आई.आर.-एन.बी.आर.आई. द्वारा जब्त कर ली जायेगी।

In the event of any breach/ violation or contravention of any terms and conditions contained herein by the contractor, the contract will be terminated and the said security deposit shall be forfeited by the CSIR-NBRI .

13. निदेशक, सी.एस.आई.आर.-एन.बी.आर.आई. के पास पूर्ण निविदा अथवा निविदा कि किसी भी अंश को रद्द/अस्वीकार करने का अधिकार सुरक्षित है।

Director,CSIR-NBRI reserves the right to cancel /reject full or any part of the tender.

14. निविदाकर्ता द्वारा निविदा जमा करने पर यह समझा जाएगा कि निविदाकर्ता द्वारा निविदा की समस्त नियमों व शर्तों को मान्य एवं स्वीकार कर लिया गया है। निविदा को स्वीकार/अस्वीकार करने के सम्बन्ध में किसी भी प्रकार की लिखित अथवा मौखिक पूछताछ पर विचार नहीं किया जायेगा।

Tenderers submitting a tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance / rejection of the tender.

15. सी.एस.आई.आर.—एन.बी.आर.आई. में किसी भी व्यक्ति को प्रभावित करने के लिए निविदाकर्ता द्वारा की ओर से किए गये किसी भी कृत पर उसकी निविदा को अस्वीकृत कर दिया जायेगा।
Any act on the part of tenderer to influence anybody in the CSIR-NBRI shall result in rejection of his tender.
16. सी.एस.आई.आर.—एन.बी.आर.आई की वास्तविक आवश्यकता के आधार पर किसी भी स्तर पर मैनपावर की आवश्यकता कम या ज्यादा हो सकती है।
The requirement of manpower may be increased or decreased at any stage depending upon the actual requirement of CSIR-NBRI.
17. ठेकेदार को रु. 100/- के गैर-न्यायिक स्टाम्प पेपर पर अनुबंध निष्पादित करना होगा। अनुबंध का प्रारूप एवं तथ्य सी.एस.आई.आर.—एन.बी.आर.आई द्वारा उपलब्ध कराया जाएगा।
The contractor shall execute an agreement on a non-judicial stamp paper of Rs.100/- . The format & matter of agreement will be provided by the CSIR-NBRI.
18. ठेकेदार को श्रम संविदा (विनियमन एवं उन्मूलन) अधिनियम 1970 के तहत लाइसेंस प्राप्त करने के लिए कानूनी आवश्यकता का पालन करना होगा।
The contractor shall comply with the legal requirement for obtaining License under Contract Labour (R&A) Act, 1970.
19. ठेकेदार के कर्मचारी को हर समय उनके ड्यूटी रोस्टर के अनुसार उपलब्ध होना होगा एवं वह अपने कार्यक्षेत्र के अधिकारी/शाखा के पर्यवेक्षक प्रमुख की पूर्व अनुमति के बिना अपने ड्यूटी के स्थान को नहीं छोड़ेगा।
The contractor staff shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission of the supervisory Head of the Branch/Officer concerned of his place of duty.
20. ठेकेदार किसी भी कामगार/श्रमिक अनुपलब्धता की स्थिति में, उसके स्थान पर तत्काल किसी अन्य श्रमिक के प्रतिस्थापन हेतु उत्तरदायी होगा एवं आवश्यकता पड़ने पर अतिरिक्त ड्यूटी हेतु इस तरह अन्य अतिरिक्त कर्मचारी को भी उपलब्ध करायेगा, जिसके संदर्भ में पूर्व सूचना दी जायेगी। यदि ठेकेदार श्रमिक का प्रतिस्थापन नहीं कर पाता है, तो रु. 500/- प्रतिदिन प्रति श्रमिक की राशि की कटौती ठेकेदार के बिल से की जायेगी।
The contractor shall be responsible to provide immediate replacement to take place of any worker/labour, who is not available for duty at the duty point and such other additional staff as may be required for additional duty for which prior intimation will be given. In case, contractor fails to provide replacement, a sum of Rs. 500.00 per day per worker will be deducted from his bill.
21. ठेकेदार के कर्मचारी ठेकेदार के प्रतिनिधि के समग्र पर्यवेक्षण के अधीन कार्य करेंगे।
The Contractor's staff shall work under the overall supervision of the contractor's representative.
22. ठेकेदार भी श्रमिकों के न्यूनतम मजदूरी के भुगतान सहित श्रम कानूनों के सभी प्रासंगिक प्रावधानों के अनुपालन के लिए उत्तरदायी होगा एवं ठेकेदार, लगाये गये सभी पात्र श्रमिकों/कामगारों को समस्त भत्ते जैसे कि ई.पी.एफ. ई.एस.आई. इत्यादि उपलब्ध कराएगा। **ठेकेदार द्वारा प्रत्येक माह अपने कर्मचारियों को वेतन पर्ची भी उपलब्ध कराई जाइगी।**
The contractor shall also be responsible for compliance of all relevant provision of labour laws including payment of minimum wages and to provide all the benefits viz. P.F., ESI, bonus etc. to eligible Labourers/Workers engaged by the contractor. **The contractor will also provide wage slip to their workers in every month.**
23. ठेकेदार को उसकी फर्म/स्थापना के पते के समर्थन में दस्तावेजी प्रमाण प्रस्तुत करना होगा।
The contractor shall have to produce documentary proof in support of his firm/ Establishment.
24. कोटेशन/निविदा बिना शर्त के होनी चाहिए। सशर्त निविदाओं को अस्वीकार कर दिया जायेगा।
Quotation/tender must be unconditional. Conditional tenders are liable to be rejected.
25. सी.एस.आई.आर.—एन.बी.आर.आई., ठेकेदार द्वारा लगाये गये किसी भी श्रमिक, जो अपनी ड्यूटी सही से नहीं कर रहा है, को हटाने हेतु ठेकेदार से कह सकता है। ठेकेदार को वैकल्पिक व्यवस्था (बदली श्रमिक) प्रदान करनी होगी।
The CSIR-NBRI shall have the right to ask for the removal of any person of the Contractor, who is not found to fit in the discharge of his/ her duties. Alternate arrangement (Badli worker) will be provided by the Contractor.
26. समय-समय पर ठेकेदार के स्टॉफ को संस्थान द्वारा दिये गये अन्य कार्य भी करना पड़ेगा।

The Contractor's staff shall carry out such other duties as are entrusted to them from time to time.

27. ठेकेदार किसी भी दशा में किसी उप-ठेकेदार को नहीं लगा सकता है एवं न ही किसी अन्य व्यक्ति को अनुबंध हस्तांतरित कर सकता है।

The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

29. इन आवश्यकताओं को पूरा न करने वाली निविदाओं को निरस्त कर दिया जायेगा एवं इस सम्बन्ध में किसी भी प्रकार पत्राचार नहीं किया जायेगा।

The tenders not conforming to these requirements will be rejected and no correspondence there of shall be entertained whatsoever.

30. ठेकेदार द्वारा तैनात कर्मचारियों का पूर्ववृत्त ठेकेदार को स्वयं अपने खर्च पर स्थानीय पुलिस स्टेशन से सत्यापित कराना होगा एवं कर्मचारियों के पूर्ववृत्त की पुष्टि करने वाले सम्बन्धित दस्तावेज को कर्मचारियों को ड्यूटी हेतु तैनात करने से पूर्व सी.एस.आई.आर.-एन.बी.आर.आई. में जमा करना होगा।

The antecedents of the staff as deployed by the Contractor shall be got verified by the contractor at his own cost from the Local Police and the photocopies of the related documents verifying the antecedents shall be submitted to the CSIR-NBRI while deputing the workers for duty.

31. निविदा के साथ उपरोक्तानुसार वांछित, अपेक्षित दस्तावेज साक्ष्य न प्रस्तुत करने पर निविदा को अस्वीकार कर दिया जायेगा। निविदा के साथ अपेक्षित प्रधान नियोक्ता द्वारा आवंटित कार्य की राशि के उल्लेख के साथ संतोषजनक कार्य के प्रदर्शन का प्रमाण पत्र, जो कि पात्रता मापदण्ड में दर्शायी गयी है को निविदा के साथ संलग्न करना होगा।

The Tender not supported by requisite documentary evidence as desired above shall be rejected out rightly. The requisite satisfactory work performance certificate mentioned with amount of work awarded from the Principal Employer for the works stated to have executed in the eligibility criteria must be attached along with the application.

32. ऐसी फर्मों जिनकी सेवाएं पूर्व में किसी भी केन्द्र/राज्य सरकार/ स्वायत्त निकायों / सार्वजनिक क्षेत्र के उपक्रम / सरकारी संस्थानों अथवा सी.एस.आई.आर. संस्थानों/प्रयोगशालाओं द्वारा समाप्त की जा चुकी हैं, की निविदाओं पर विचार नहीं किया जाएगा।

The tender of such firms shall not be considered whose services have been terminated in the past by any Central/State Govt./Autonomous Bodies/Public Sector Undertaking/ Govt. Institutions or CSIR Institutes/Laboratories.

33. समस्त दस्तावेजी प्रमाण की सत्यापित प्रति प्रस्तुत करनी होगी। समस्त प्रपत्र/प्रमाण पत्र को क्रमानुसार व्यवस्थित/अनुक्रमित करना होगा एवं बगैर अनुक्रमित निविदाओं में को निरस्त कर दिया जायेगा।

Attested copies of each of the documentary proof may be supplied. All the documents/certificates must be serially arranged and indexed/numbered lest the tender may be rejected.



वै.औ.अ.प.–राष्ट्रीय वनस्पति अनुसंधान संस्थान
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)
राना प्रताप मार्ग, लखनऊ-226001 (उ.प्र.)
CSIR - NATIONAL BOTANICAL RESEARCH INSTITUTE
(Council of Scientific and Industrial Research)
Rana Pratap Marg, Lucknow – 226001 (U.P.).



**Terms and conditions of the tender for providing labour for execution
of various short term horticulture /silviculture operations etc.**

**Terms and conditions of the tender for “Providing Facility Management Services at various Units of CSIR-
National Botanical Research Institute, Lucknow”**

Tenders should be submitted through online portal <https://etenders.gov.in/e procure/app> only. Tenders submitted offline shall not be entertained in any case.

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

Envelop-I should contain the following:-

1. Particular of the Tenderer duly filled in the Form-I (Attached to this tender)
2. Tender Fee of Rs.1180/- (Bank Draft) (Non refundable) (Scanned Copy to be uploaded online)
3. EMD of Rs. 5,20,000/- (Bank Draft) --Separate Demand Drafts drawn in favour of Director, NBRI, Lucknow.
4. Experience proof as provided at Form –II (Certificate with regard to satisfactory completion of work)
5. A copy of partnership deed, in case of partnership firms.
6. EPF, ESI and GST Registration etc.
7. Registration Certificate with RLC (Central).
8. PAN Number.
9. Copy of Electronic Challan Cum Return (ECR) and ESI Monthly Contribution detail vide which monthly EPF& ESI return is filed with the concerned authorities alongwith a copy of EPF Confirmation Slip and EPF & ESI payment slip as proof of its submission.
10. Duly filled /signed Tender document.
11. Valid Character certificate from D.M/SSP.
12. Upto date Income Tax return filed.
13. Solvency Certificate of 40% of the estimated cost as on 31-12-2019 issued by any Scheduled Commercial Bank.
14. License required for Electrical Work
 - a) “A” Class Electrical Contractor
 - b) Electrical Supervisory License
 - c) Required License of personal be provided like wireman, House Wiring, Industrial Lineman (to work, HV. MV & LV Line.)

Envelop II should contain Form III (Financial / Price bid) only.

1. Attested copies of performance/experience certificates mentioned therein amount of work given by organizations that the contractor had undertaken similar works during previous five years and completed the works satisfactorily should be enclosed. The work experience certificate must be supported by the statements of ESI and EPF return filed in the form of 3A and 6A or Copy of Electronic Challan Cum Return (ECR) alongwith a copy of ECR Remittance Confirmation Slip as proof of its submission for the workers engaged in the said amount of work. The certificate should be signed by the Head of Office/Administrative Officer/Competent Authority of the institute/organization concerned. If the signatures are not legible his name may be indicated along with telephone number. The original certificate should be produced before award of the contract.
2. For partnership firms, a copy of the partnership deed may be furnished.
3. 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 is functioning satisfactorily for the last two years as per latest Audit Reports and other relevant record of the Society.

4. The Contractor shall Indemnify the Department against all other damages/charges and expenses for which the Government may be held liable or pay on account of the negligence of the contractor or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof. The contractor shall furnish the indemnity bond from the General Insurance Company at his own cost to indemnify NBRI/CSIR against any claim arising out of or connected with the Tender.
5. **Earnest Money of Rs. 5,20,000/-** in the form of D.D./Bankers Cheque drawn on a Nationalized Bank in favour of Director, NBRI, Lucknow should be submitted.
6. If any information furnished by contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the Principal Employer.
7. The contractor should submit the quotes in Form III (Financial / price bid) clearly without any cutting.
8. A Character Certificate signed by District Magistrate of the District to the effect that the Tenderer 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 have no criminal record.
9. The contractor shall have to carry out miscellaneous functions/activities as detailed in Form III as per our requirement.
10. The contractor shall comply with all the provisions of Contract labour laws including EPF, Employees State Insurance Act and shall keep CSIR-NBRI absolved from all acts and omissions falls breaches and/or claims, demands, loss, injury and expenses to which CSIR-NBRI may be put or involved as a result the contractor's failure to fulfill any of the above obligations and CSIR-NBRI 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 contractor's monthly bill or from security deposit or from any money due to contractor without prejudice to its any other rights under the law.
11. 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 as notified by the Central Government from time to time.
12. The contractor shall ensure that all the workers shall get minimum wages and other benefits as admissible under various Labour Laws. The contractor shall provide full information in respect of the wages, etc. paid to its employees so deployed in conformity with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and give wage slip to all workers every month.
13. The contractor shall 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, service tax, shop & Establishment Act. etc. as applicable and amended from time to time and should produce a documentary evidence of payment having made to the concerned organizations as per rules with no obligations whatsoever on the part of NBRI (CSIR) either implicitly or explicitly.
14. The contract shall remain in force for an initial trial period of 03 months which may be extended for a period of 09 months subject to satisfactory performance of the work under trial period on the same terms & conditions unless terminated earlier at the discretion of the Director, NBRI, Lucknow on happening of any of the circumstances as indicated below.
 - i. On the expiry of the contract period as stated above.
 - ii. By giving one month notice by CSIR-NBRI without assigning any reason.
 - iii. Committing breach by the contractor of any of the terms and conditions of the agreement.
 - iv. 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.
 - v. The Contractor being declared insolvent by competent court of law.

15. This agreement may be further extended upto a period of one year on such terms & conditions as are mutually agreed upon.
16. The Contractor shall keep on discharging his duties as before till the last date of expiry of the notice period as stipulated above.
17. The contractor has to supply highly skilled/skilled/semi-skilled/unskilled 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 contractor made the payments to the workers.
18. **EPF/ESIC Contribution:** Contractors taking part in this tender process must be registered with the EPF & ESIC authorities. In support of this a copy of the EPF and ESIC registration Certificate must be submitted with the Tender without which the tender/offer will not be considered along with the accounts statements & return filed in the form of 3A & 6A forms or Copy of Electronic Challan Cum Return (ECR) alongwith a copy of ECR Remittance Confirmation Slip as proof of its submission to the EPF & ESI authorities for the workers engaged in the work claimed forbid as work experience certificate with their satisfactory completion certificate. It shall be the sole responsibility of the contractor to deposit EPF & ESI contribution to the concerned authorities and in the local bank authorized for the purpose, within the stipulated time as per rule. In addition to this the contractor shall produce EPF /ESIC account no. of its individual contract workers within one month from the date of payment, failing which appropriate action will be initiated by the Institute. Further deductions on account of EPF & ESI will not be allowed till the account details of the workers is provided by the contractor and a six monthly statement of EPF & ESI return filed by the firm for the workers engaged in this contract.
19. 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 NBRI (CSIR). The contractor shall be solely liable for any violation of provisions of the said Act or any other Act.
20. The contract can be extended beyond one year at the discretion of the Director, NBRI, Lucknow.
21. In connection with the services to be provided, the contractor will deploy all the labourers for work with the age of minimum 21 years and having full physical fitness for the said work.
22. The contractor will engage daily an effective strength of labours for carrying out the work under contract.
23. The contractor shall be paid on monthly basis by direct bank transfer on satisfying that he has complied with all statutory provisions/ Contract Labour laws including EPF & ESI and furnished payment sheets concerning to the labours.
24. Workers engaged by the contractor for executing the work contracted out shall be employees of the Contractor and will be on his payroll 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 authorized Representative of Contractor under instructions of the authorized representative of Director, NBRI.
25. The contractor shall provide identity card to the staff employed by him showing name of the worker, father's name, date of birth and residential address which shall be produced by the worker on demand of any officer or staff of CSIR-NBRI authorized for this purpose.
26. The Contractor shall engage only physically fit labourers for the works at his sole and own risk.
27. The Contractor shall be responsible for any loss or damage caused by him or his worker by theft or otherwise to the property of the CSIR-NBRI and shall pay to CSIR-NBRI on demand at the current value of such properties.
28. The Contractor shall be bound to replace such workers whose conduct and services are not found satisfactory by CSIR-NBRI.
29. On award of the contract, the contractor shall deposit in CSIR-NBRI a sum of **Rs. 26,00,000/- (Twenty Six Lakhs only)** in the form of DD/ Banker's Cheque / FDR, drawn in favour of Director, NBRI, 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 his part/ or the part of any of his workers. The security deposit shall be 10% of the contract offered value of work by the bidders.

30. The Contractor will have to execute the work under the Contract successfully as per daily requirements of the work/experiments in consultation with the Scientist in charge/ Farm Manager/Authorized representative of Director, NBRI.
31. The contractor will have to execute an agreement after the award of the work but before the commencement of work.
32. The last month payment of the contract shall be paid only after receiving the satisfactory completion certificate.
33. The Director, NBRI, Lucknow reserves the right to accept the tender in part or reject any or all the tenders without assigning any reasons thereof.
34. 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 and monthly payment to the workers will also be recorded as per rules.
35. The contractor shall employ a supervisor who shall call the worker(s) to record their attendance/ allot the work and supervise the execution as per instructions of the authorized representative of the Director, NBRI.
36. The contractor shall within fifteen days of the award of work to him produce a license/permission from the Labour Commissioner, Ministry of Labour, Govt. of India, for undertaking the work. If the licence /permission is not received by the stipulated time, the award of work to him shall be liable to be cancelled. Income Tax shall be deducted at source @ applicable to be remitted to Income Tax Department.
37. Specialized tools and implements, machines required for carrying out different work shall be provided by the institute except the small ones to be provided by the Contractor like – *a) Phawda, Jhabbal, Gainti, Khurpi, Darati, etc. and b) Tools & Plants, small consumable materials like DO Fuse, Grease, Nut & Bolts, Cotton Waste etc for Electrical Work.*
38. The Contractor or his authorized representative shall have to be present on the site of work and will be responsible for execution of job satisfactorily.
39. The Contractor shall put a notice at the Gates of various sites indicating number of workers on duty, their wage rate, scheduled date of payment, nature of work daily with a copy to Director NBRI.
40. If there will be any increase in labour rate as notified by Ministry of Labour and Employment by Govt. of India the rate/ value of contract shall be raised proportionally.
41. Payments to all the workers/labours shall have to be made **through cheque by 7th of each month by the contractor**, before the authorized persons, notwithstanding any situation in which CSIR-NBRI due to administrative reasons does not release the payment by the stipulated date, failing which a penalty will be imposed by the Institute as per rules. If cheques issued to the employees by the contractor are bounced, on presentation to the Banks by the payee/employee, owing to insufficient funds and a complaint to this effect is received by the Institute a **penalty of Rs 1000/- per case/default** will be levied and payments if any due to the contractor will be released only on payment of penalty amount to the Institute
42. Tender submitted shall be 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 extended mutual consent.
43. (The above rates are inclusive of all statutory payments like EPF/ESI/bonus etc. and service charges. The rates should also be mentioned in words).
The requirement of manpower, scope of work and break-up of the above amount are here as under:
A) Engagement of manpower for execution of various short term Agriculture/ Horticulture silviculture operations, maintenance of experimental fields, laboratory work, lifting and shifting of plants/materials, other miscellaneous lab/green house activities of various projects tenable at CSIR-NBRI, Lucknow

1. Requirement of manpower is need bases. Separate order shall be issued as and when required.

Minimum wages w.e.f 01.10.2019	Unskilled	Semi-skilled	Skilled	Highly skilled
EPF- Employers Shares 13.00%	Rs.383.00	Rs.420.00	Rs.455.00	Rs.504.00
ESI - Employers Shares 3.25%	Rs.50.00	Rs.55.00	Rs.59.00	Rs. 66.00
Bonus	(as per eligibility)	(as per eligibility)	(as per eligibility)	(as per eligibility)

B) Engagement of manpower for for Electrical Works (High Skilled, Skilled, Semi Skilled & Unskilled)

Minimum wages w.e.f 01.10.2019	Semi-skilled	Skilled
EPF- Employers Shares 13.00%	Rs.603.00	Rs.666.00
ESI - Employers Shares 3.25%	Rs.79.00	Rs.87.00
Bonus	(as per eligibility)	(as per eligibility)

REQUIREMENT

The requirement is based on 04shifts (3shifts + 1reliever shift) for round the clock working)

S. No.	Sector	Description	Employees			
			High Skilled	Skilled	Semi - Skilled	Un-Skilled
1	Sub-Stations, Main Building	01 Control Panel Operator/ Wireman(Skilled) x 03Shifts & 01 Reliever	--	1	1	--
2	Hostel Sector & Guest House Sub-Station	01 Control Panel Operator/ Wireman(Skilled) x 03Shifts & 01 Reliever	--	1	1	--
3	Garden Block Sub-Station	01 Control Panel Operator/ Wireman(Skilled) x 03Shifts & 01 Reliever	--	1	1	--
4	General Shift - Main Building	01 Technical Assistant cum Computer Operator /Supervisor (High Skilled) x 01Shifts	--	1	--	--
TOTAL EMPLOYEES			--	4	3	--

SCOPE OF WORK

The manpower will be involved in day to day operation & maintenance of all Electrical installations (includes Power/ Distribution Transformers, DG Sets, UPS System, Pump Sets, General Electrical works, Music systems, Operation of AMF/APFC/HT/LT Panels in our three premises (Main Building, Garden Block & Guest House-Gokhale Marg) round the clock, 365days

Note : Service charges (to be quoted in percentage). Variable component to be quoted in the financial bid format enclosed along with this tender. The decision of the successful bidder will be normally based on amount/percentage quoted for Service charges

44. Previously it has been noted that due to very low figure of service charges contractors fail to provide good service, therefore, it must be ensured that service charge quoted should not be unreasonable and should be **Service Charge**. Contractors, before quoting for service charge must ensure that they should take into consideration various aspects such as deduction of Income tax at source, deployment of their own supervisor(s) responsible for effective control, other expenses to run the establishment effectively, payment of statutory charges to their contract persons as well as to the state Govt./statutory bodies.

45. At the time of submission of his offer in this tender the contractor must have well established office and a company's bank account at Lucknow. The office address and the bank account details must be filled in the following blanks:-

(1) कार्यालय का पता / Office Address	(2) बैंक का विवरण / Bank Details
नाम/Name :	लखनऊ में स्थित बैंक का नाम / Name of Bank at Lucknow
पता / Address :	खाता सं / Account Name : शाखा सं / Branch Code : माइक्र कोड / MICR Code :

	आईएफएससी कोड / IFSC Code :
दूरभाष / Phone No. :	खाते का प्रकार / Type of Account :
मेबाइल न. / Mobile No. :	खाता सं. कोर बैंकिंग / Account No. : (Core Banking Account Number)
ई.मेल / E-mail :	

46. The Contractor shall furnish the last six months Bank statement of his account.
47. Before quoting rates, all prospective Contractor must inspect the Institute and its sites to fully acquaint himself about working condition and movement of labour, accessibility of the sites.
48. The Contractor shall specifically declare that he is related or not related to any officer in NBRI/or in any of the Lab./Instt. of the CSIR. If yes, than details of such relationship has to be furnished with technical bid.
49. Local office/ proper location and its existence will be inspected by the NBRI on given address.

Signature of Contractor



वै.औ.अ.प.–राष्ट्रीय वनस्पति अनुसंधान संस्थान

(वैज्ञानिक तथा औद्योगिक अनुसंधान परि ाद)

राना प्रताप मार्ग, लखनऊ-226001 (उ.प्र.)

CSIR – NATIONAL BOTANICAL RESEARCH INSTITUTE

(Council of Scientific and Industrial Research)

Rana Pratap Marg, Lucknow – 226001 (U.P.).



प्रपत्र- I / Form - I

निविदकर्ता यह फार्म निविदा जमा करने से पूर्व भरेंगे

TENDERER MUST FILL THIS FORM BEFORE

SUBMITTING THE TENDER

1. निविदा / कार्य का नाम
Name of the Tender/Work :
2. फर्म का नाम
Name of the Firm :
3. पता पिन कोड एवं दूरभाष न. सहित
Address with Pin Code and telephone number :
4. निवास का पता पिन कोड सहित
Residential Address with
Pin code No. :
5. क्या फर्म पंजीकृत है?
Is the firm Registered? : हां/नहीं, यदि हां, पंजीकरण सं.
Yes/No,
If yes, Regd. No.
6. साझेदारों/एकमात्र स्वामी का नाम एवं पता
Give name and address of partners/sole owner –
नाम / NAME पता / ADDRESS
(a)
(b)
।
7. साझेदार विलेख
Partnership Deed : कृप्या निविदा के साथ संलग्न करें।
Please enclose with tender
8. बैंकर्स का नाम
Name of Bankers : M/s
9. पॉवर ऑफ अटॉर्नी
Power of Attorney : पॉवर ऑफ अटॉर्नी की प्रमाणित प्रतिलिपि संलग्न करें।
Enclose attested of Power of
Attorney in case of firm.
10. पॉवर ऑफ अटॉर्नी धारक का नाम एवं पता
Name & address of the person(s)
Holding power of attorney. :
11. पॉवर ऑफ अटॉर्नी धारक के नमूना हस्ताक्षर
Specimen signature of the person
Holding power of attorney :

12. पंजीकरण का विवरण / Particulars of Registration

- (a) जिसके साथ पंजीकृत हैं/ Registered with :
(b) पंजीकरण सं./ Registration Number :
(c) पंजीकृत वित्तीय सीमा/ Financial limit upto which registered :

13. कांट्रैक्ट लेबर लाइसेंस सं.

Contract Labour Licence No. :

14. ई.पी.एफ. पंजीकरण संख्या

EPF registration Number :

15. ई. एस. आई. पंजीकरण संख्या

ESI registration Number :

16. वस्तु एवं सेवा कर पंजीकरण संख्या

Goods & Service Tax registration No. :

17. पैन संख्या

P.A.N. No. :

18. दुकान एवं संगठन पंजीकरण संख्या

Shop & Establishment Registration No. :

19. जमा की गई अरनेस्ट मनी का विवरण

The details of earnest money deposited :-

(a) राशि/ Amount रू./Rs. _____ (Rs. in words only).

(b) निदेशक, वै.औ.अ.प.–राष्ट्रीय वनस्पति अनुसंधान संस्थान के नाम बैंक ड्राफ्ट/बैंकर्स चेक जारी किया जाए।
Bank draft / Pay order duly pledged to the Director, NBRI.

(c) बैंक ड्राफ्ट/बैंकर्स चेक जारी करने की दिनांक
Date of issue BD/PO _____

(d) जारी करने वाली संस्थान का नाम
Name of issuing authority _____

19. निविदा/Tender :

मैं/हम निविदा प्रपत्रों में उल्लिखित/प्राप्त हुई समस्त नियमों एवं शर्तों को स्वीकार करता/करते हूँ/हैं।
I/we accept all the terms and conditions received with tender document.

20. अन्य कोई सूचना/ Any other information

21. घोषणा ठेकेदार द्वारा—

Declaration by the contractor –

यह प्रमाणित किया जाता है कि मेरे/हमारे द्वारा निविदा पर हस्ताक्षर करने से पूर्व यहां उल्लिखित समस्त नियमों एवं शर्तों को पढ़ और पूर्णतया समझ लिया गया है और उक्त नियमों एवं शर्तों का पालन करने का दायित्व स्वयं लेता हूँ/लेते हैं।

This is to certify that I / we before signing this tender have read and fully understood all the terms and conditions contained herein and undertaken myself/ourselves to abide by the said terms and conditions.

निविदाकर्ता के हस्ताक्षर / Signature of Tenderer

नाम / Name

पद / Designation

पता / Address

पिन कोड / Pin code No.

दूरभाष / (O)

(R)

ई.मेल / E-mail :

1. दरों का उल्लेख मात्र प्रतिशत में सभी करों सहित किया जाना चाहिए। सेवा कर, यदि लागू हो, के अतिरिक्त किसी अन्य पर विचार नहीं किया जाएगा। (बिन्दु 44 को संज्ञान में लें।)
Rates should be quoted in percentage basis only inclusive of all taxes. Nothing extra will be considered except Goods & Service tax if applicable. (Please refer point no 44)
2. दरों का उल्लेख अंकों एवं शब्दों दोनों में किया जाना चाहिए।
Rate should be mentioned both in words and figures.
3. संशोधन/अधिलेखन और करेक्शन फ्ल्यूड का प्रयोग वर्जित है। इस तरह की निविदाएं स्वीकार्य नहीं हैं।
Cutting/ overwriting and use of correction fluid is not allowed. Such tenders are liable to be rejected.



सी.एस.आई.आर.—राष्ट्रीय वनस्पति अनुसंधान संस्थान
CSIR - NATIONAL BOTANICAL RESEARCH INSTITUTE
(Council of Scientific and Industrial Research)
Rana Pratap Marg, Lucknow – 226001



प्रपत्र- II / Form - II

अनुभव का विवरण / DETAILS OF EXPERIENCE

31.12.2019 को समाप्त वर्ष से गत 05 वर्षों में पूर्ण किए गये कार्यों का संतोषजनक कार्य निष्पादन का विवरण:

Detail of the works completed satisfactorily during previous five years ending 31.12.2019:

क्रम सं. S. No.	कार्य का विवरण Name of the work	कार्य स्थल Site of Work	कार्य की अवधि Period of Work	कार्य का मूल्य/वार्षिक टर्नओवर Value of Work/ Annual Turnover	संस्थान का नाम Name of Organization
1.					
2.					
3.					
4.					
5.					

कार्यालय प्रमुख / प्रशासनिक अधिकारी/सक्षम प्राधिकारी द्वारा हस्ताक्षरित संतोषजनक कार्य निष्पादन का प्रमाण पत्र जिसमें वार्षिक टर्न ओवर का उल्लेख हों, अवश्य संलग्न करें ।

Certificate of satisfactory completion of works signed by Head of Office/Administrative Officer/Competant Authority showing annual turn over must be attached.

निविदाकर्ता के हस्ताक्षर / Signature of Tenderer



सी.एस.आई.आर.–राष्ट्रीय वनस्पति अनुसंधान संस्थान
CSIR - NATIONAL BOTANICAL RESEARCH INSTITUTE
(Council of Scientific and Industrial Research)
Rana Pratap Marg, Lucknow – 226001



प्रपत्र- III / Form - III
(वित्तीय / प्राइज बिड) / **Financial / Price Bid**

प्रेषक / From:

सेवा में / To,

निदेशक / The Director,

सी.एस.आई.आर.–राष्ट्रीय वनस्पति अनुसंधान संस्थान / CSIR - National Botanical Research Institute,

राना प्रताप मार्ग / Ranapratap Marg,

लखनऊ-226001 / Lucknow – 226001

विषय:- “(A) Providing of unskilled/semi-skilled/skilled /highly skilled workers for execution of various short term Agriculture/ Horticulture silviculture operations, maintenance of experimental fields, laboratory work, lifting and shifting of plants/materials, other miscellaneous lab/green house activities of various projects tenable at CSIR- NBRI, Lucknow and (B) Engagement of manpower for Electrical Works (High Skilled, Skilled, Semi Skilled & Unskilled)”कार्य हेतु वित्तीय बिड का प्रेषण।

Sub :- Submission of Financial Bid for “(A) Providing of unskilled/semi-skilled/skilled /highly skilled workers for execution of various short term Agriculture/ Horticulture silviculture operations, maintenance of experimental fields, laboratory work, lifting and shifting of plants/materials, other miscellaneous lab/green house activities of various projects tenable at CSIR- NBRI, Lucknow and (B) Engagement of manpower for Electrical Works (High Skilled, Skilled, Semi Skilled & Unskilled)”

(अलग लिफाफे में रखना होगा)

(to be kept in a separate envelop)

क्रम सं. / No.	विवरण /Particulars	सेवा शुल्क की दर / Rate of Service Charge (in percentage)
	सेवा शुल्क (बिंदू 44 एवं 47 का संज्ञान लें) / Service Charge (refer point no. 44 & 47) (A) अकुशल / Unskilled (B) अर्ध कुशल / Semi-skilled (C) कुशल / Skilled (D) अतिकुशल / Highly skilled	in (%) In words
	1. मजदूरी का भुगतान श्रम और रोजगार मंत्रालय द्वारा समय-2 पर अधिसूचित न्यूनतम मजदूरी की दरों के अनुसार किया जाएगा। Wages will be paid as per Minimum Wages rates notified by Ministry of Labour and Employment from time to time. 2. सेवा शुल्क की गणना मात्र न्यूनतम मजदूरी पर की जाएगी। Service Charge will be calculated on Minimum Wages only.	

नोट / Note:

1. नियमानुसार वस्तु एवं सेवा कर की प्रतिपूर्ति की जाएगी।
Goods & Service Tax shall be reimbursed as per rules.

2. यह अवश्य सुनिश्चित कर लें कि उद्धृत दरें अनुचित न हों तथा व्यावहारिक होनी चाहिए। ठेकेदार दर उद्धृत करने से पूर्व यह सुनिश्चित कर लें कि विभिन्न पहलुओं जैसे कि आयकर कटौती, प्रभावी नियंत्रण हेतु स्वयं के पर्यवेक्षक की तैनाती, अधिष्ठान को प्रभावी रूप से चलाने हेतु अन्य खर्च, अपने संविदा कर्मियों साथ ही साथ राज्य सरकार/सांविधिक निकायों को दिए जाने वाले सांविधिक प्रभारों को संज्ञान में ले लिया है।

It must be ensured that rates quoted should not be Unreasonable and should be workable. Contractors, before quoting for rates must ensure that they should take into consideration various aspects such as deduction of Income tax at source, deployment of their own supervisor(s) responsible for effective control, other expenses to run the establishment effectively, payment of statutory charges to their contract persons as well as to the state Govt/statutory bodies.

3. उचित सरकार द्वारा समय-समय पर मजदूरी में किये गए संशोधन के कारण हुई वृद्धि/वृद्धि प्रभारों का भुगतान वै.औ.अ.प. -रा.व.अ.सं. द्वारा किया जाएगा।

The 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-NBRI to the contractor.

4. न्यूनतम बोली लगाने वाला का (एल 1) निर्धारण मात्र न्यूनतम मजदूरी पर लिए जाने वाले सेवा शुल्क के आधार पर किया जाएगा।

Lowest Bidder (L1) will be decided on the basis of service charge on minimum wages only.

मेरे/हमारे द्वारा प्रदान की गई सेवाओं के संदर्भ में मेरे/हमारे द्वारा संबंधित प्राधिकरण में वस्तु एवं सेवाकर/ई.पी.एफ./ई.एस.आई के लिए गए भुगतान की प्रतिपूर्ति वै.औ.अ.प.-रा.व.अ.सं. द्वारा की जाएगी। मेरे/हमारे द्वारा प्रमाण प्रस्तुत करने के बाद यह प्रतिपूर्ति देय होगी।

CSIR-NBRI shall reimburse the amount of Goods & Service Tax/EPF/ESI paid by me/us to the authorities on account of the services rendered by me/us. This reimbursement shall be admissible on production of proof of deposit of the same by me/us.

कृपया इस प्रस्ताव पर विचार तथा एक प्रारम्भिक तिथि पर मुझे/हमें कार्य आवंटित किया जाए। कार्य का आवंटन होने पर, मेरे/हमारे द्वारा सुरक्षा जमाराशि **₹.26.00 लाख** जो निविदा के अनुमानित वार्षिक मूल्य का 10 प्रतिशत है, एफडीआर/डिमाण्ड ड्राफ्ट/बैंकर्स चेक के रूप में जमा करा दी जाएगी तथा 01 सप्ताह के भीतर अनुबंध निष्पादित करा लिया जाएगा।

Please consider this offer and award the work to me/us at an early date. On receiving the award of contract, I/We will deposit a sum of **Rs 26.00 lakhs** which is 10% of total value of contract value as Security Deposit by way of Fixed Deposit Receipt or Demand Draft/Bankers' Cheque.

भवदीय / Yours faithfully,

स्थान / Place :

दिनांक / Date :

हस्ताक्षर / Signature :

नाम / Name :

मोबाइल नं. / Mobile No.

मुहर / Seal :

CHECK LIST OF THE DOCUMENTS TO BE ATTACHED WITH TENDER FORM

Please check whether the attested copies of the following documents have been attached

- | | | |
|-----|---|--------|
| 1. | Registration No. of the Firm/ Agency | Yes/No |
| 2. | PAN no and Income Tax Clearance | Yes/No |
| 3. | Goods & Service Tax Registration No. | Yes/No |
| 4. | Provident Fund Account No./ Registration No.
issued by the competent Authority. | Yes/No |
| 5. | ESI Registration No. issued by the competent authority. | Yes/No |
| 6. | Contract License issued by the Labour Commissioner under Contract
labour (R & A) Act. | Yes/No |
| 7. | The Firm/ Agency Registered under shop & Establishment Act | Yes/No |
| 8. | Bank Draft / Pay order of tender cost/ NSIC or MSME Exemption Certificate | Yes/No |
| 9. | Bank Draft / Pay order of earnest money / NSIC or MSME Exemption Certificate | Yes/No |
| 10. | Detail of required similar experience certificate along
with the satisfactory performance certificate mentioned with amount of works
issued by the Principal Employers where such work was undertaken during the last
five years alongwith copies of relevant labour license etc. <u>and ESI EPF</u>
<u>return filed in the said amount of work</u> | Yes/No |
| 11. | Valid Character Certificate issued by DM. | Yes/No |
| 12. | Upto date filed Income Tax Return. | |
| 13. | Solveny Certificate of 40% of the estimated cost as on 31-12-2019 issued by any Scheduled Commercial
Bank. | Yes/No |
| 14. | License required for Electrical Work | Yes/No |
| | a) "A" Class Electrical Contractor | |
| | b) Electrical Supervisory License | |
| | c) Required License of personal be provided like wireman, House Wiring, Industrial Lineman (to work,
HV. MV & LV Line.) | |

Signature _____

Name & Address _____

With Rubber Stamp _____

CRITICAL DATES

Sl. No.	Details	Date & Time
1	Document Download/Sale Start	13.02.2020 09:00 AM
2	Document Download/Sale End	05.03.2020 12:00 PM
3	Clarification Start	13.02.2020 10:00 AM
4	Clarification End	05.03.2020 12:00 PM
5	Pre Bid Meeting	-
6	Bid Submission Start	13.02.2020 09:00 AM
7	Bid Submission End	05.03.2019 03:00PM
8	Bid Opening	06.03.2020 03:30PM

AGREEMENT

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

And

..... (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 “(A) Providing of unskilled/semi-skilled/skilled /highly skilled workers for execution of various short term Agriculture/ Horticulture silviculture operations, maintenance of experimental fields, laboratory work, lifting and shifting of plants/materials, other miscellaneous lab/green house activities of various projects tenable at CSIR- NBRI, Lucknow and (B) Engagement of manpower for Electrical Works (High Skilled, Skilled, Semi Skilled & Unskilled)” which is a constituent unit of CSIR (hereinafter referred to as CSIR-NBRI) and whereas the Contractor has offered to provide manpower for the said job 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 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 any or any other Act.

WHEREAS CSIR/NBRI has agreed to award the contract of work of “(A) Providing of unskilled/semi-skilled/skilled /highly skilled workers for execution of various short term Agriculture/ Horticulture silviculture operations, maintenance of experimental fields, laboratory work, lifting and shifting of plants/materials, other miscellaneous lab/green house activities of various projects tenable at CSIR- NBRI, Lucknow and (B) Engagement of manpower for Electrical Works (High Skilled, Skilled, Semi Skilled & Unskilled)” on service charges @..... (description of the job hereinafter mentioned as work assigned details of which are given).

AND WHEREAS the contractor has furnished a security deposit of **Rs.26,00,000(Rupees Twenty Six Lakh Only)** by way of **DD/Bankers’ Cheque/Fixed Deposit Receipt No.** dated, in the name of **Director, NBRI, issued by**

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, CSIR-NBRI, Lucknow or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director, CSIR-NBRI, Lucknow for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director, CSIR-NBRI, Lucknow or the officer designated by the Director in this respect from time to time.
3. That the Director, CSIR-NBRI, Lucknow 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 commits misconduct or indulges in any unlawful riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the NBRI/CSIR in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of the NBRI/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 task that has been assigned to him as mentioned in tender documents 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 NBRI/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 Benefit Act and/or any other Rules/Regulations and/or Statutes that may be applicable to them.

6. That the contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omission fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, 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 payments.
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 officers of CSIR/NBRI.
8. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the NBRI/CSIR and shall on demand furnish copies of wage register/muster roll, etc. to the CSIR-NBRI 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 wages 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/NBRI 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 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 NBRI/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 CSIR-NBRI and ensure that no such person shall create any disruption/hindrance/problem of any nature in CSIR-NBRI 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 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 payments due to the Contractor under this contract.

C. CSIR'S OBLIGATIONS

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid at the rates agreed under in price bid. Such payment shall be made by the 07th day of the month on the basis of the bills raised by the contractor and duly certified by the office designated by CSIR-NBRI in this regard.
2. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR to the contractor.
3. That the CSIR/Lab./Instt. shall reimburse the amount of service tax, if any, paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.

D. PENALTIES/LIABILITES:

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 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 for an initial trial period of 03 months which may be extended for a period of 09 months subject to satisfactory performance of the work under trial period on the same terms & conditions. The Contract/Agreement may be further extended upto a period of one year on such terms & 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 CSIR-NBRI, Lucknow.
 - 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 **Delhi International Arbitration Centre (DIAC), Delhi, High Court. New Delhi.**
2. The award of the arbitrator shall be final and binding on the parties.
3. The Arbitrator may give interim award(s) and/or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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

For and on behalf
the Contractor _____

For and on behalf
Council of Scientific & Industrial Research
Anusandhan Bhawan, Rafi Marg,
New Delhi – 110001.

WITNESS

- 1.
- 2.

WITNESS

- 1.
- 2.

F&AO

For counter signature