



राष्ट्रीय वनस्पति अनुसंधान संस्थान
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)
राना प्रताप मार्ग, लखनऊ-226001



CSIR - NATIONAL BOTANICAL RESEARCH INSTITUTE
(Council of Scientific and Industrial Research)
Rana Pratap Marg, Lucknow – 226001

विषय : सी.एस.आई.आर.-रा.व.अनु.सं. के उद्यान परिसर, मुख्य भवन (के.एन.कॉल ब्लॉक), गेस्ट हाऊस में एग्री-हॉर्टिकल्चर के कार्य हेतु।

Sub.: Agri-Horticultural operations in Botanic Garden, Main Building (K.N.Kaul Block) and Guest House, NBRI, Lucknow.

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चालान सं./डी.डी. सं./पे ऑर्डर सं. दिनांक के माध्यम से निविदा मूल्य हेतु रुपये 1180/- निदेशक, सी.एस.आई.आर.-एन.बी.आर.आई. के पक्ष में जमा किया गया।

निविदाकर्ता के हस्ताक्षर / SIGNATURE OF THE TENDERER

निविदाकर्ता द्वारा जमा की गयी अर्नेस्ट मनी का विवरण

DETAILS OF EARNEST MONEY DEPOSITED BY TENDERER

डी.डी./पे ऑर्डर/एफ.डी.आर. सं.

नकद रसीद नं.

D.D./Pay Order/FDR No.

or Cash Receipt No.

जारी करने की तिथि :

दिनांकित

Date of Issue:

Dated :

धनराशि : रु.

धनराशि : रु.

Amount : Rs.....

Amount : Rs.....

अदाकर्ता :

Drawn on :

निविदाकर्ता के हस्ताक्षर / SIGNATURE

OF THE TENDERER

पता / Address

फोन नं. / Phone Number



राष्ट्रीय वनस्पति अनुसंधान संस्थान
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CSIR - NATIONAL BOTANICAL RESEARCH INSTITUTE

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No. 7/70/HO/BG/2022-23-Gen.

Dated 09-05-2022

निविदा आमंत्रण सूचना

NOTICE INVITING TENDER

निदेशक सी.एस.आई.आर.–राष्ट्रीय वनस्पति अनुसंधान संस्थान, लखनऊ द्वारा “सी.एस.आई.आर.–रा.व.अनु.सं. के उद्यान परिसर, मुख्य भवन (के.एन.कॉल ब्लॉक), गेस्ट हाऊस में एग्री-हार्टिकल्चर के कार्य हेतु” 01 वर्ष की अवधि हेतु अनुभवी एवं आर्थिक रूप से सक्षम ठेकेदारों से निर्धारित प्रारूप में मुहरबंद 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. 67,70,538/- है।

Sealed tenders are invited from financially sound parties in prescribed format by the Director, CSIR-NBRI, Lucknow for awarding of work “Agri-Horticulture operations in Botanic Garden, Main Building (K.N.Kaul Block) and Guest House, CSIR-NBRI, Lucknow” for a period of one year. 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. 67,70,538/- approximately per annum.

निविदा दो बिड प्रणाली में होगी। कवर-। ‘तकनीकी बिड’ में निम्नलिखित दस्तावेज प्रस्तुत करने होंगे :

The tender will be in two bid system. Cover-I “Technical Bid” shall contain the following:

1. टेण्डर फी : शून्य
Tender Fee : Nil
2. ई.एम.डी. रु. 1,36,000 /- (बैंक ड्राफ्ट) का निदेशक, सी.एस.आई.आर.–एन.बी.आर.आई., लखनऊ के पक्ष में देय डिमाण्ड ड्राफ्ट
EMD of Rs. 1,36,000.00 (Bank Draft) in the form of Demand Draft drawn in favour of Director, CSIR - NBRI, Lucknow. **(Exempted for NSIC/MSME Firms. NSIC/MSME/Startup Certificates must be submitted along with the tender document, failing which the tender submitted, is liable to be rejected.)**
3. केन्द्रीय / राज्य सरकार / स्वायत्त निकायों / सार्वजनिक क्षेत्र के उपक्रम / सरकारी संस्थानों अथवा सी. एस.आई.आर. संस्थानों/प्रयोगशालाओं में कम से कम रूपये 54,16,431/- प्रतिवर्ष या उससे अधिक के एक समान कार्य का अथवा कम से कम रूपये 33,85,269/- के दो समान कार्यों का अथवा कम से कम रूपये 27,08,215/- प्रतिवर्ष के तीन समान कार्यों का, दिनांक 31.03.2022 से गत 3 वर्षों के दौरान 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 **Agriculture/Horticulture/Forestry** work in Central/State Govt./Autonomous Bodies/Public Sector Undertaking/ Govt. Institutions or CSIR Institutes/Laboratories to the tune of at least **Rs 54,16,431/-** and above per annum in a single contract of or two works worth at least **Rs. 33,85,269/-** each or three works worth at least **Rs. 27,08,215/-** each annually during last three years ending **31.03.2022. Requisite experience proof along with certificate regarding satisfactory completion of work and amount of work/total billing.**
(Exempted for NSIC/MSME Firms. NSIC/MSME/Startup Certificates must be submitted along with the tender document, failing which the tender submitted, is liable to be rejected.)
4. ई.पी.एफ., ई.एस.आई. तथा वस्तु एवं सेवाकर प्राधिकारी द्वारा जारी रजिस्ट्रेशन प्रमाण पत्र।
Registration Certificates from EPF, ESI and Goods & Service Tax authorities.
5. ALC/RLC (Central) द्वारा जारी रजिस्ट्रेशन प्रमाण पत्र/लाइसेंस
Registration Certificate/Licence issued from ALC/RLC (Central).
6. पैन कार्ड की छाया प्रति।
Copy of PAN Card.
7. प्राइज़ बिड को छोड़कर विधिवत भरा हुआ एवं हस्ताक्षरित निविदा प्रपत्र, अपलोड किया जाएगा।
Duly filled and signed Tender document except price bid shall we uploaded.
8. अद्यतन फाइल किया हुआ आयकर रिटर्न।
Upto date Income Tax return filed.

9. पार्टनरशिप फर्म की दशा में, पार्टनरशिप डीड की छाया प्रति।
A copy of partnership deed, in case of partnership firms.
10. सहकारी समिति की दशा में, सहकारी समिति का दो वर्ष संतोषजनक रूप से चलने के सम्बन्ध में पूर्ण विवरण।
Full particulars, in case of Co-operative society for satisfactory running of Co-operative for two years.
11. स्थानीय पंजीकृत कार्यालय का पता प्रमाण सहित।
Local Registered Office Address with proof.

नोट / Note:

अ) ठेकेदारों के निविदा प्रपत्र में क्रम सं 1 से 11 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।

Tenders documents of contractors not producing proof of possessing Item no 1 to 11 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 में उल्लेखित डिमांड ड्राफ्ट मूल रूप से तकनीकी बोली खोलने के लिए निर्धारित तिथि एवं समय पर या उससे पूर्व संस्थान के **सुरक्षा अनुभाग में स्थित टेन्डर बॉक्स** में प्रस्तुत करना होगा, अन्यथा ऑनलाइन प्रस्तुत निविदा अस्वीकार कर दी जाएगी।
- b) DD mentioned in Sl. No 02 are to be submitted in original on or before the opening date and time of technical bid to tender box, located in the room of Security Officer of this Institute, failing which online submitted tender shall not be accepted.

- कवर -II : **वित्तीय बोली (Annexure-I)** का प्रारूप निविदा के साथ दिया गया है, जिसको ई- निविदा के साथ संलग्न **".xlsx"** फाइल में ठेकेदार द्वारा दरों को समस्त सांविधिक देयताओं सहित भरकर, अपलोड करना होगा।

Cover-II Format of **"Financial Bid"** is enclosed with tender document, for which, the Contractor will fill the rates with all statutory liabilities in **".xlsx"** file attached with e-tender and thereafter same will be uploaded.

- बोलियां दिनांक **30.05.2022** को अपराह्न **03:00 बजे (भारतीय मानक समय)** तक या इससे पूर्व ऑनलाइन पोर्टल <https://etenders.gov.in/eprocure/app> के माध्यम से जमा की जानी है। तकनीकी बोलियां दिनांक **31.05.2022** को अपराह्न **03:30 बजे (भारतीय मानक समय)** पर ऑनलाइन खोली जाएगी। तकनीकी मूल्यांकन के पश्चात् योग्य निर्धारित फर्मों की वित्तीय बोली (Annexure-I) खोली जाएगी।

The bids are to be submitted through online portal <https://etenders.gov.in/eprocure/app> on or before **30-05-2022** up to 3:00 pm (IST). Technical Bids will be opened online on 31-05-2022 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 अधिकारी होगा। निविदा [विवरण/दस्तावेज](https://etenders.gov.in/eprocure/app) संस्थान की वेबसाइट www.nbri.res.in या <https://etenders.gov.in/eprocure/app> या **CPP Portal** <https://eprocure.gov.in/epublish/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>.

-SD-

नियंत्रक प्रशासन / **CONTROLLER OF ADMINISTRATION**

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



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निविदा की नियम व शर्तें

Terms and conditions of the tender

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

निविदा को ऑनलाइन निम्नानुसार प्रस्तुत करना होगा :-

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

- कवर- I में निम्न प्रपत्र होने चाहिए/ **Cover-I** should contain the following:-
1. टेण्डर फी : शून्य
 2. ई.एम.डी. रु. 1,36,000 /- (बैंक ड्राफ्ट) का निदेशक, सी.एस.आई.आर.-एन.बी.आर.आई., लखनऊ के पक्ष में देय डिमाण्ड ड्राफ्ट (**Exempted for NSIC/MSME Firms. NSIC/MSME/Startup Certificates must be submitted along with the tender document, failing which the tender submitted, is liable to be rejected.**)
 3. संतोषजनक रूप से कार्य समाप्त करने के प्रमाण पत्र के साथ अपेक्षित अनुभव प्रमाण।
 4. ई.पी.एफ., ई.एस.आई. तथा वस्तु एवं सेवाकर प्राधिकारी द्वारा जारी रजिस्ट्रेशन प्रमाण पत्र।
 5. ALC/RLC (Central) द्वारा जारी रजिस्ट्रेशन प्रमाण पत्र/लाइसेंस
 6. पैन कार्ड की फोटो प्रति।
 7. प्राइज बिड को छोड़कर विधिवत भरा हुआ एवं हस्ताक्षरित निविदा प्रपत्र
 8. अद्यतन फाइल किया हुआ आयकर रिटर्न
 9. पार्टनरशिप फर्म की दशा में, पार्टनरशिप डीड की फोटो प्रति
 10. सहकारी समिति की दशा में, सहकारी समिति का दो वर्ष संतोषजनक रूप से चलने के सम्बन्ध में पूर्ण विवरण।
 11. स्थानीय पंजीकृत कार्यालय का पता प्रमाण सहित।
1. Tender Fee : Nil
 2. EMD of Rs. 1,36,000.00 (Bank Draft) in the form of Demand Draft drawn in favour of Director, CSIR - NBRI, Lucknow. (**Exempted for NSIC/MSME Firms. NSIC/MSME/Startup Certificates must be submitted along with the tender document, failing which the tender submitted, is liable to be rejected.**)
 3. Requisite experience proof along with certificate regarding satisfactory completion of work.
 4. Registration Certificate from EPF, ESI and Goods & Service Tax authorities.
 5. Registration Certificate/Licence issued from ALC/RLC (Central).
 6. Copy of PAN Card.
 7. Duly filled and signed Tender document except price bid.
 8. Upto date Income Tax return filed.
 9. A copy of partnership deed, in case of partnership firms.
 10. Full particulars, in case of Co-operative society for satisfactory running of Co-operative for two years.
 11. Local Registered Office Address with proof.

कवर- II में केवल फार्म- III (वित्तीय/प्राइज बिड) होना चाहिए।

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

1. Attested copies of performance/experience certificates given by organizations that the contractor had undertaken similar works during previous three years and completed the work satisfactorily should be enclosed. The certificate should be signed by the Head of Office/Controller of Administration/Administrative Officer 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 Societies functioning satisfactorily for the last two years as per latest Audit Reports and other relevant record of the Society.
4. The contractor should submit the rates of various operations in Annexure I (schedule of work, quantities & rates) clearly without any cutting. Cutting if any exceptional amount should be authenticated by putting his signature.
5. The contractor shall have to carry out operations for horticulture—farm operations conservatories and other field facilities as detailed in Annexure I as per our requirement.
6. The contractor shall comply with all the provisions of Contract labour laws including EPF, Employees State Insurance Act and shall keep NBRI absolved from all acts and omissions falls breaches and/or claims, demands, loss, injury and expenses to which NBRI may be put or involved as a result the contractor's failure to fulfil any of the above obligations and 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.
7. The persons employed by the contractor for the work shall be the employees of the contractor for all intents and purposes, and in no case shall relationship of employer and employee between the said person and NBRI/CSIR shall accrue implicitly or explicitly.
8. 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.
9. 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 Contact labour (Regulation and Abolition) Act, 1970.
10. 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, GST, 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.
11. The contract shall remain in force for a period of one year from the date of commencement of work 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 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.
12. The Contractor shall keep on discharging his duties as before till the last date of expiry of the notice period as stipulated above.
13. The contractor shall remove all workers deployed by him on termination of the contract or any ground whatsoever from the premises of the NBRI and ensure that no person shall create any disruption/hindrance/problem of any nature to NBRI (CSIR).
14. 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 E.P.F., E.S.I., 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 in the first week 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 to the employee on behalf of the contractor. 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 NBRI (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.
15. 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.
 16. The contract can be extended at the discretion of the Director, NBRI, Lucknow.
 17. In connection with the services to be provided, the contractor will deploy all the labourers for work between the age of minimum 21 years and maximum 50 years.
 18. The contractor will engage daily an effective strength of labours for carrying out the work under contract.
 19. The contractor shall be paid on monthly basis by online against the monthly measured bill raised for the job executed by him during preceding month and enclosing a copy of the payment sheet showing that the wages for the concerned period have been paid to workers in full and duly verified and certified by the person authorized by the Director, NBRI, Lucknow, for the purpose. On certifying that the work has been done satisfactorily, the bill shall be paid within 15 days of submitting the bill to the office.
 20. 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.
 21. 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 NBRI authorized for this purpose.
 22. The Contractor shall engage only physically fit labourers for the works at his sole and own risk.
 23. 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 NBRI and shall pay to NBRI on demand at the current value of such properties.
 24. The Contractor shall be bound to replace such workers whose conduct and services are not found satisfactory by NBRI.
 25. 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.
 26. On award of the contract, the contractor shall deposit in NBRI a sum of equivalent to 10% of tendered amount in the form of DD/ Banker's Cheque 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.

27. The security will be refunded to the Contractor after the satisfactory performance of the contractor and expiry of the contract period.
28. The Contractor shall deposit Earnest Money with the Institute by a demand draft/Bankers Cheque issued by a scheduled Bank in favour of Director, NBRI, payable at Lucknow.
29. The Contractor will have to execute the work under the Contract successfully as per daily requirements of the experiments in consultation with the Scientist in charge/ Farm Manager/Authorized representative of Director, NBRI.
30. The contractor will have to execute an agreement on Rs. 100/- non judicial stamps papers after the award of the work but before the commencement of work.
31. The last bill of the contract shall be paid only after receiving the satisfactory completion certificate.
32. 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.
33. 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.
34. 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. The contractor or his authorized representative shall have to be present on the site of work and will be responsible for execution of contract.
35. Income Tax shall be deducted at source @ applicable to be remitted to Income Tax Department.
36. Tools and implements and machines required for carrying out different work shall be provided by the institute except the small ones to be provided by the Contractor like – *Phawda, Jhabbal, Gainti, Khurpi, Darati*, etc.
37. 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.
38. 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.
39. 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 by mutual consent.
40. 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.
45. Payments to all the workers/labours shall have to be made **through cheque/online mode by 07th 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.
46. 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 : माइकर कोड / MICR Code : आईएफएससी कोड / IFSC Code :
दूरभाष / Phone No. :	खाते का प्रकार / Type of Account :
Mobile No. :	खाता सं. कोर बैंकिंग / Account No. : (Core Banking Account Number)
ई.मेल / E-mail :	

- 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 CSIR-NBRI/or in any of the Lab./Instt. of the CSIR. If yes, then a detail of such relationship has to be furnished with the technical bid.
- 49 The firm which Quotes the lowest overall rate (including taxes etc) shall be awarded the contract. **In case 2 firms quotes the same rate, the firm which has got more experience in the relevant field shall be awarded the contract. The decision of the Director, NBRI in this regard shall be final in this regard.**
- 50 Local office/ proper location and its existence will be inspected by the CSIR-NBRI on given address.
- 51 Bidders are also required to furnish the last six months statement of Bank account of the company / firm.
- 52 The tender of such firms shall not be considered whose services have not been found satisfactory or has been terminated in the past by any Central / State Govt. / Autonomous Bodies / PSU / Govt. Institutions.
- 53 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.



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



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. क्या फर्म पंजीकृत है?
Is the firm Registered? : हां/नहीं, यदि हां, पंजीकरण सं.
Yes/No,
If yes, Regd. No.
5. साझेदारों/एकमात्र स्वामी का नाम एवं पता
Give name and address of partners/sole owner -
नाम / NAME पता / ADDRESS
(a)
(b)
(c)
6. साझेदार विलेख
Partnership Deed : कृपया निविदा के साथ संलग्न करें।
Please enclose with tender
7. बैंकर्स का नाम
Name of Bankers : M/s
8. पॉवर ऑफ अटॉर्नी
Power of Attorney : पॉवर ऑफ अटॉर्नी की प्रमाणित प्रतिलिपि संलग्न करें।
Enclose attested copies of Power of Attorney.
9. पॉवर ऑफ अटॉर्नी धारक कर नाम एवं पता
Name & address of the person(s)
Holding power of attorney. :
10. ई.पी.एफ. पंजीकरण संख्या
EPF registration Number :
11. ई. एस. आई. पंजीकरण संख्या
ESI registration Number :
12. वस्तु एवं सेवा कर पंजीकरण संख्या
Goods & Service Tax registration No. :
13. पैन संख्या
P.A.N. No. :
14. दुकान एवं संगठन पंजीकरण संख्या
Shop and Establishment registration No. :

15. जमा की गई अर्नेस्ट मनी का विवरण
The details of earnest money deposited :-

- (a) राशि / Amount Rs. _____ (Rs. in words only).
- (b) निदेशक, वै.ओ.अ.प.—राष्ट्रीय वनस्पति अनुसंधान संस्थान के नाम बैंक ड्राफ्ट / बैंकर्स चेक जारी किया जाए।
Bank draft / Bankers' Cheque may be made in favour of the Director, CSIR - NBRI, Lucknow.

- (c) बैंक ड्राफ्ट / बैंकर्स चेक जारी करने की दिनांक
Date of issue Bank Draft/Bankers' Cheque _____
- (d) जारी करने वाली संस्थान का नाम
Name of issuing authority _____

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 / mentioned in the tender document.

16. अन्य कोई सूचना / Any other information

17. 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.

Tenderer

निविदाकर्ता के हस्ताक्षर / Signature of

नाम / Name

पद / Designation

पता / Address

दूरभाष / Phone No. (O)

ई.मेल / E-mail :

(R)

1. दरों का उल्लेख अंकों एवं शब्दों दोनों में किया जाना चाहिए।
Rates should be mentioned both in words and figures.
2. संशोधन / अधिलेखन और करेक्शन फ्ल्यूड का प्रयोग वर्जित है। इस तरह की निविदाएं स्वीकार्य नहीं हैं।
Cutting / overwriting and use of correction fluid are not allowed. Such tenders are liable to be rejected.



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प्रपत्र- II / Form - II

अनुभव का विवरण / DETAILS OF EXPERIENCE

31.03.2022 से गत 03 वर्षों में पूर्ण किए गये कार्यों का संतोषजनक कार्य निष्पादन का विवरण
 Detail of the works completed satisfactorily during previous three years ending 31.03.2022.

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 of 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 / धनराशि का उल्लेख हो, अवश्य संलग्न करें ।

Certificate of satisfactory completion of works signed by Head of Office/Administrative Officer/Competent Authority showing annual turnover/amount must be attached.

निविदाकर्ता के हस्ताक्षर / Signature of Tenderer



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DURATION - ONE YEAR

S. No.	Description of work	Total Quantity	Rate / Unit (in Rs.) (In Words also)	Total Amount (Rs.) (In Words also)
1	Cleaning of wild jungle, cutting close to the ground by scythe, uprooting of unwanted wild trees, shrubs and climbers etc. racking and removal of rubbish to the pits at arboretum in the Botanic Garden.	88 ha		
2	Scrapping of lawn grass with khurpi to the ground level, raking levelling and removal of scrapped grass to the pits in the garden.	04 ha		
3	Weeding & turning of the soil of beds with khurpi and removal of rubbish to pits in the Garden.	48 ha		
4	Weeding of lawn with long and pointed khurpi and removal of rubbish to the pits in the garden.	8.1 ha		
5	Preparation of beds and pattaries of various sizes by digging of the ground 30 cm. deep, removal of weeds, levelling, manuring and fine mixing and final dressing with spade and removal of rubbish to the pit.	03 ha		
6	Digging, Picking of Gladiolus corms & corm lets with khurpi from the field, separating upper dried portion of the plants, removal of the dried leaves to the pits, transportation, spreading of corms & cormlets in the store of the Botanic Garden, curing, cleaning, dusting, storing in boxes.	01 ha		
7	Digging of pits 60 cmX60 cm X60 cm and its filling with appropriate mixture of FYM soil and planting.	500 pits		
8	Maintenance of germplasm collection of diversified group of aquatic plants in the aquatic bodies.	02 ha		
9	Digging of the ground 30 cm. deep, removal of weeds, levelling, manuring & fine mixing and final dressing with spade and preparation of beds and pattaries of various sizes and planting of bulb/corm/cormlets (gladiolus/tuberose etc.) after treatment with fungicide solution.	01 ha		
10	Potting / Re-potting / Plantation of rooted cuttings / tree seedlings in pots after preparation of appropriate mixture of soil, sand, leaf mould and FYM and irrigation.	25000 nos		
11	Fillings of poly bags after preparation of appropriate mixture of soil, sand, leaf mould and FYM and transplantation of rooted cuttings/ seedlings and irrigation.	50000		
12	Hoeing of borders with kudal and removal of rubbish to the pits.	04 ha		
13	Crops maintenance including thinning and gap filling, irrigation at regular interval, rouging, earthing up if required, spraying of fungicides / insecticides etc. (Gladiolus / Canna / Annuals)	2.5 ha		
14	Management and care of plants inside Glass/Poly/Net/Plant houses including weeding and turning of soil, removal of dry leaves, preparation of potting mixture by mixing with soil, cow dung manure, leaf mould and organic manure, planting/replanting in poly bags or in pots and their shifting in plant houses, preparation of plants for sale, regular irrigation and spraying of insecticide & fungicide in plant	8202 sqm		

	houses at regular interval. Preparation, maintenance and display of specimen pot plants in houses. The man datas requirement varies with nature and intensity of agriculture jobs.			
15	Mowing the grass by Lawn Mower or by bush cutter and removal of grass to the pit.	90 ha		
16	Preparation of vermin compost-Collection of leaf litter from the garden, filling of pit by leaf litter and mixing with fresh cow dung, transferring half rotted mixture in different chamber and mixing of fresh cow dung etc.	300 m ³		
17	Clipping of hedge from three sides as per existing design & removal of rubbish to the pits.	8000 m mtr		
18	Removal of dead / dry /fallen wood/ branches	80 Nos		
19	Propagation and maintenance of selected ornamental economic plants by vegetative means i.e. Layering, cutting, budding, grafting etc. for demonstration and sale.	50000 Nos		
			Total	

Note: The rates will be inclusive of all statutory liabilities, GST as applicable, expenses and profit margin etc.

Signature of Contractor

AGREEMENT

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

AND

M/s. (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 the work of "Agri-horticulture operations in Botanic Garden, Main Building (K.N.Kaul Block) and Guest House, CSIR-NBRI, Lucknow", which is a constituent unit of CSIR (hereinafter referred to as NBRI) and whereas the Contractor has offered to provide the said job (description of the 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 has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc. and the Contractor shall report the compliance thereof to the CSIR. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR-NBRI has awarded the contract of work of Rs. (Rupeesonly) of " Agriculture/ horticulture/Forestry operation at Botanic Garden, Main Building and Guest House, NBRI, Lucknow " (description of the job hereinafter mentioned as work assigned details of which are given at Annexure -I, for a period of one year).

AND WHEREAS the contractor has agreed to furnish to the Lab./Instt. a security deposit of Rs.....(RupeesOnly) by way of **Fixed Deposit Receipt no.** dated

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

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director of the NBRI or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director of the NBRI 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 NBRI or the officer designated by the Director in this respect from time to time.
3. That the Director of the NBRI 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 work assigned to him as mentioned at Annexure -I, 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. The work of " Agriculture/ horticulture/Forestry operation at Botanic Garden, Main Building and Guest House, NBRI, Lucknow " quantity of the job tender documents is tentative which may be increased or decreased or any item of work may be dropped as per requirement of Scientist-in-charge, NBRI, Lucknow at the short notice.
4. The contractor shall make his own arrangement for tools and implements for carrying out the above work.
5. The contractor shall be provided tractor for transportation of cow dung manure from manure pits to the site of application by the Scientist-in-charge, NBRI, Lucknow.
6. The contractor shall dispose of rubbish outside the farm site campus and not inside the campus of NBRI, Lucknow.
7. The priority of work shall be decided by the Scientist-in-charge for taking up various horticulture operations which shall be binding on the contractor.
8. In case, the contractor fails to take up any operation in time, the losses sustained by the institute shall be recovered from the contractor's payment.
9. The contractor shall increase the strength of manpower to cope with the work due to seasonal variation and load of work by giving him 2 or 3 days prior verbal/written notice by the Scientist-in-charge.
10. The contractor shall be responsible for any loss or damage sustained by NBRI due to theft or otherwise caused by negligence on his part or any of the workers deployed by him and he shall pay to NBRI the cost of the article(s) property at the current value, on demand.
11. 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 NBRI. 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.
12. 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.
13. 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. 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.
14. 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 form 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.

15. 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
16. 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 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.
17. 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.
18. 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.
19. 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 Ships 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 NBRI a sum as may be claimed by NBRI/CSIR.
20. 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 NBRI and ensure that no such person shall create any disruption/hindrance/problem of any nature in NBRI either explicitly or implicitly.
21. 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.
22. 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.
23. 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.
24. 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 Annexure -I, on measurement of the work done and duly certified by the officer designated by CSIR-NBRI in this regard.
2. That the rates for various jobs has been agreed to be paid by NBRI/CSIR to the Contractor.
3. That the rates are inclusive of GST/Service Tax if any and the contractor has to pay such tax to the authorities on account of the services rendered by him. The institute will not be responsible for any tax as may be payable 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 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 up to 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.
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 of the contract or any part thereof to any sub contractor by the Contractor without written permission of the CSIR-NBRI.
 - 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.