



CSIR-ADVANCED MATERIALS & PROCESSES RESEARCH INSTITUTE, BHOPAL

(Council of Scientific & Industrial Research)

Hoshangabad Road, Near Habibganj Naka

Bhopal – 462026

Name of Work :- **Manpower (personnel) for Horticulture.**
(To be kept in Part – I envelop)

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Signature of the Bidder



TENDER FORM (PART-I)

General Terms and Conditions of the Contract for providing Manpower (personnel) for Horticulture

1.0 SCOPE OF WORK

The contractor's scope of work shall consist of providing manpower (personnel) numbering **08** manpower per day (eight per day during all week days, including Saturdays) which may be increased as per requirement. The manpower provided by the contractor will be deployed for carrying out horticulture activities like maintenance of lawns, avenues, hedges, shrubs, potted plants, road side plantation etc in the Institute / Campus including Guest house and, staff residential quarters.

The works / activities are as follows:

- (a) Maintenance and upkeep of the gardens lawns, hedges, avenues, plantations, trees at the Institute, including Guest House and staff quarters.
- (b) The contractor shall supply the manpower between **9:00 am to 5:30 pm** on all the week days including Saturdays.
- (c) The contractor should arrange his own mechanism of supervision and maintenance of the attendance, records, entries (without any tampering / over writing) and discipline of his manpower provided. The record of the attendance of manpower in number only should be seen and verified by the authorized Officer of AMPRI daily.
- (d) Watering of all the plants, trees, gardens, lawns and pots regularly.
- (e) Removal of weeds, unwanted bushes, shrubs, stones, pebbles etc for upkeep and maintenance of the campus.
- (f) Pruning of the trees, hedges and avenues as and when required.
- (g) Sowing of seeds & saplings and maintaining the plants nursery.
- (h) Transplantation / plantation of saplings & plants as and when required.
- (i) Digging of pits for plantation, *thalla* making and *guddai* as and when require.
- (j) Application of Farm Yard Manure and other fertilizers to the plants, trees, and lawns
- (k) Cutting, budding and Planting of new saplings.
- (l) Grass cutting / trimming with grass cutting machine / manual cutter
- (m) Spraying or application of insecticides, pesticides, fungicides, herbicides etc to the plants / hedges, lawns, avenues, gardens etc.
- (n) Removing / draining excess stagnated water at the plants, lawns, gardens, pots etc.
- (o) Landscaping, leveling and development of new areas for plantation, making lawns etc.
- (p) Any other horticulture and allied works required in the campus (either new or existing) arising from time to time.

TERMS AND CONDITIONS OF THE CONTRACT

1. Bidder must be from Registered firm holding licence as applicable under CL(R&A) Act and having experience and expertise in providing Manpower in CSIR/or its National Laboratories/Govt./Semi Govt. /Public/Private sector Undertakings / Business Houses/Industry of repute who employ the persons trained for providing aforementioned services.
2. The firm must be registered with Bhopal Administration/Licensing authority or any state/Union Territory/Labour Commissioner, Bhopal/Any State /U.T. of India. At the time of bidding the firm should be registered with appropriate labour licensing authority. Subsequently the successful bidder should register in self with ALC (C), Madhya Pradesh.
3. The bidder(s) shall deposit alongwith the tender, an earnest money deposit of **₹.35,000/- (Thirty Five Thousand Only)** by way of Demand Draft in favour of the Director, AMPRI, Bhopal, or through NEFT/RTGS to AMPRI, Bhopal Account No. **131610011004778 IFSC Code ANDB0001316** (copy of EMD transfer receipt must be enclosed as payment proof mentioning the particulars) which will be refunded to the unsuccessful bidder(s) within two months from the date of opening of the tenders. Tenders without earnest money will not be considered. In case payment of EMD is being made through DD it should be submitted on or before **1:00 PM 10.09.2018**
4. Tenders received after **1.00PM on 10.09.2018** whether sent by post or delivered in person are liable to be rejected.
5. The bidder(s) must quote the **service charge in percentage** in figures as well as in words in the enclosed format [please refer point no. 12(b)] and 43 of this tender document.
6. The successful bidder(s) will be required to furnish, as a security deposit through DD/FD/Bank Guarantee duly endorsed for **₹.1,75,000/- (One Lakh Seventy Five Thousand Only)** from a Nationalized Bank in favour of “The Director, AMPRI, Bhopal” payable at Bhopal with a validity for 13 months. This Security deposit will be required to be furnished within 10 days from the date of award of contract and may be utilized by Director AMPRI, in case of breach in contract and without any prior notice and no claim whatsoever on this account shall be considered. Security deposit will be returned to the contractor alongwith the earnest money of **₹.35000/-** after satisfactory completion of the contract.
7. Director CSIR-AMPRI, Bhopal does not bind himself to accept the lowest tender and reserves the right to reject or partially accept any or all the tenders received without assigning any reasons whatsoever.
8. Canvassing in connection with the tenders is strictly prohibited and the tender of anyone resorting to canvassing will be liable for rejection on that ground alone.
9. The bidder(s) shall specifically declare that he is related or not related to any officer in CSIR-AMPRI/or in any of the Laboratories/Institutes of the CSIR. If yes, then details of such relationship have to be furnished alongwith Part-I of this Tender document.
10. Conditional tenders are liable to be rejected.
11. Earnest money shall be forfeited if the successful bidder(s) fails to sign the formal agreement (on the Judicial stamp paper of appropriate value sample of which is enclosed at Annexure-I) within seven days from the date of intimation to that effect or fails to start the work as given in the work order, the contract will be awarded to another party at the discretion of the competent authority. In such cases no claim for refund of EMD will be entertained in any circumstances.
12. Tenders should be on the specified form (non-transferable), which may be submitted online through www.etenders.gov.in upto **10.09.2018 till 1:00PM**. Refer NIT No. Gen./ Contract Labour/2018.
 - (a) Part-I shall contain:
 - 1) Earnest money deposit proof of **₹.35000/-**. (please refer point 3.0 for details.)
 - 2) Up-to-date Income-Tax clearance certificate/or copy of the latest return filed
 - 3) Work done certificate for having successfully executed/completed similar works during the last 5 years ending last day of March of the current year, should be either of the following (i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost **₹.17,50,000/-** OR (ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost OR (iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost. The work done certificate should mention the details of work executed, the date of commencement and date of completion of the work.
 - 4) Registration Certificate from M.P. Govt./any State /U.T., as per provisions of Contract Labour (R&A) Act 1970, EPF & ESIC registration certificates, shop and establishment certificates etc. Tenders without these documents is liable to be rejected.
 - 5) The contractor must provide address of the firm, Tel/Mobile No. alongwith Part-I
 - 6) The contractor must furnish the last six months Bank statement of Company Account.
 - b) Part –II Financial Bid shall contain offer of the contractor on his letter head per worker per day as per enclosed format duly signed with date and contact address, Tel phone /Mobile No. etc. and with reasonable service charge which will be submitted through E-tender only.
 - c) Part-I and Part-II shall be submitted as per e-tender requirement through e-tender alongwith other documents as required.
 - d) Tenders will be received upto **1.00PM on 10.09.2018** And will be opened at **03:00PM on 11.09.2018** through e-tender
13. The contractor shall deploy properly trained workers for aforementioned services who are below the age of 58 years. He should deploy Supervisor on his own cost and the supervisor shall be available on full duty hours.

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14. The contractor shall maintain a register in the prescribed format for marking the attendance by his worker deployed by them, which shall be seen and verified.
15. In case of any theft, loss the matter will be reported to the office. If after a departmental enquiry, it is found that the loss has occurred due to negligence of the contractor's workers on duty, the Director, AMPRI, Bhopal will have full powers to recover the loss in full or in part from the dues or security deposit of the contractor. The decision of the Director AMPRI, in this regard will be final and binding on the contractor.
16. During surprise checks by any authorized officer of the Institute, if a particular worker is found absent from the work place, negligent/sleeping/drunk on duty the contractor will have to withdraw the worker (s) from the Institute forthwith, which may even, entail cancellation/termination of contract for the rest of the period.
17. The contractor will have to carry out the instructions regarding contract workers provided by the Institute from time to time.
18. The rate agreed to by CSIR-AMPRI and the contracting agency shall be paid during the period of the contract. However additional payment on account of enhancement of statutory/legal charges such as variable DA etc. will be paid over and above the rate agreed upon from the date as applicable.
19. It is the responsibility of the Contractor to make payment to his workers latest by 7th of every month and claim reimbursement thereafter. The contractor in the presence of officer(s) nominated by the Lab shall make payment to his worker or by way of NEFT/RTGS through 'Bank' at his own cost. Wages shall not be less than the minimum wages under the minimum wages Act applicable as notified by the Labour Commissioner (Central) for M.P. AMPRI reserves the right to check periodically payment of wages made by him to his worker.
20. **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 alongwith PART-I of the Tender without which the tender/offer will not be considered. Those contractors who are not registered with EPF and ESIC authorities at Bhopal will have to obtain Sub-Registration Number/ Sub Code Number from EPF and ESIC authorities at Bhopal within Ten days from award of Contract. It shall be the 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.
21. Contractor should submit the copy of quarterly EPF return along with the bank challan with the bill.
22. In the event of a worker (s) not reporting for duty, alternate arrangements (badli worker) will be made by the contracting agency.
23. The contractor shall ensure his presence at a short notice when required by the Management.
24. No residential accommodation will be provided to the contract workers.
25. Number of contract worker (s) and supervisors to be deployed shall be intimated to the office from time to time, depending on requirement of work.
26. The Director, CSIR-AMPRI, Bhopal reserves the right to cancel/terminate the contract at any time during the currency of the contract after giving one months notice to the contractor. The contractor on his part will have to give two months notice.
27. Income Tax and other dues as applicable from time to time by the Govt., shall be deducted at source from the monthly bills of the contractor.
28. The contractor shall issue Photo ID cards to every worker (s) duly signed and the worker (s) would be required to display them on their person while they are on the premises of CSIR-AMPRI.
29. The contractor should implement all the provisions laid down in various act's/Labour Legislation which are applicable to the awarded work.
30. The Director, CSIR-AMPRI shall have the right to adopt any measures/set-up a system for ensuring proper performance of duty and punctuality of his worker deployed by the contractor. The number of manpower may be increased/decreased depending upon the exigency of work load to be assessed by CSIR-AMPRI, Bhopal and intimated to the contractor.
31. **VALIDITY OF OFFER**
The offer will be kept valid for acceptance for a period of 90 days from the date of opening of tenders.
32. Period for carrying out the work will be one year with trial period of six months (if required) or less than that depending upon the performance, unless terminated earlier at the option of Director, CSIR-AMPRI or on the happening of any of the circumstances as mentioned below:
 - a) If, Director CSIR-AMPRI terminates the contract for any reason whatsoever on giving at least one calendar month's written notice.
 - b) If the contractor fails or neglects to render the said service or any of them to the satisfaction of Director CSIR-AMPRI or if the contractor commits breach of any of his obligations hereunder and/or
 - c) If the business of the contractor is wound up or dissolved or if any receiver is appointed or attachment is levied in respect of any of its properties and assets.
The Contractor however will have to give two months notice for discontinuing his work.

33. Director CSIR-AMPRI, Bhopal reserves the right to award the whole contract to one contractor or award the contract in two or more parts at his discretion
34. Before tendering, for Contract the bidder(s) should inspect the site to fully acquaint himself about the condition with regard to No. of persons to be deployed, accessibility of site, nature and extent of ground, working condition at site and movement of Labour etc. required for the satisfactory execution of the work. No claim whatsoever on such account shall be entertained by the Institute in any circumstances.
35. Any compensation for disengagement on account of death, disability of any labourer provided for deployment in the Institute campus, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability.
36. The contractor shall not sublet this contract or any part thereof to any other party.
37. The contractor or labourers engaged by him will not be on the payroll of the CSIR-AMPRI and will not be entitled to any benefit as applicable to the employees of CSIR/AMPRI.
38. The decision of the Director, CSIR-AMPRI, regarding any disputes whatsoever arising out of the contract will be final and binding on the Contractor.
39. The contractor must sign and submit each paper of the Tender document in part-I of their offer in token of his accepting terms & conditions of Tender document.
40. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected
41. The Director, CSIR-AMPRI, Bhopal reserves the right to accept or reject any quotation without assigning any reasons.
42. In case, integrity, character and behavior of any of the contractor's labourers is found doubtful, he would be replaced by contractor on receiving instructions from the authorized officer.
43. When the labourers supplied by the Contractor fall short of the specified number. CSIR-AMPRI reserves the right to debit proportionately per absentee manday from monthly payments due to the Contractor beside imposing penalty at the discretion of the Director, CSIR-AMPRI, Bhopal.

The following rates are presently applicable/paid by the Institute for manpower for HORTICULTURE Services.
Statutory Payments :-

<i>Presently</i>	<i>Skilled Worker (as per Deputy Chief Labor Commissioner (Central), Ministry of Labour, Govt of India, Jabalpur notification)</i>
<i>Wage</i>	<i>`.462/- per day</i>
<i>EPF-Employers Shares-13.61%</i>	<i>`.62.88 /-</i>
<i>ESI- Employers Shares-4.75%</i>	<i>`.21.94 /-</i>
<i>Bonus 8.33% (as per eligibility)</i>	<i>`.38.48./-</i>

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44. The Contractor has to open full functioning office at Bhopal within one month in the event of the award of the contract.
45. In the event of any contradiction in the wordings/meaning/interpretation between the tender terms and the enclosed agreement format, the wordings/meaning/interpretation of enclosed agreement shall be treated final and binding for all purposes.
46. 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 AMPRI/CSIR shall accrue/arise implicitly or explicitly.
47. Any case filed by the worker(s) is to be contested by the contractor.
48. Indemnity Bond of appropriate value has to be executed on award of contract within seven days of award of contract (refer clause no. B 15 &16 of the draft agreement enclosed at annexure-I).
49. The contractor shall provide emergency medical treatment to its Contract Worker through hospital etc, in case of need, failing which any cost incurred by the CSIR-AMPRI, Bhopal towards the treatment shall be recovered/adjusted from the payment due/security deposit of the Contractor .
50. The contractor has to deploy fulltime supervisor at his own cost to supervise the contract.
51. The contractor has to ensure that all statutory requirements of M.P. Govt. is fulfilled.
52. The contractor should adhere to the rules and guidance issued by the concerned Labour Commissioner from time to time.

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(Use your own letterhead)

Format of Financial Bid (Part-II)

(Please refer point no. 12 of Terms & Condition of tender for instruction)

To,

The Director,
CSIR-ADVANCED MATERIALS & PROCESSES RESEARCH INSTITUTE,
Bhopal.

Sub. :- Submission of Financial Bid Part-II of Horticulture (Kept in a separate envelop).

<i>Presently (Subject to revision of wages by the Govt. of India)</i>	<i>Skilled Worker</i>
<i>Wage</i>	<i>\/-</i>
<i>EPF-Employers Shares-13.61%</i>	<i>\ /-</i>
<i>ESI- Employers Shares-4.75%</i>	<i>\ /-</i>
<i>Bonus 8.33% (as per eligibility)</i>	<i>\/-</i>
<i>Service Charge</i>	<i>.....% on wage</i>

Note :

1. As per provision contained in Ministry of Finance Deptt. of Expenditure. Office Memorandum No.29(1)/2014-PPD dated 28.01.2014 Service Charge below 0% (Nil) will be treated as unresponsive and summarily rejected.
2. Service charge will be applicable only on Gross wage payment excluding GST.
3. Quoted amount shall be inclusive of all taxes excluding GST. GST shall be paid if applicable
4. Month :- Means calendar month as per Gregorian Calendar i.e. 12 months 365/366 days in a year
5. There will be no increase in percentage rate of service charges during the entire contract.

It is certified that I have read & understood all the Terms & Conditions of the tender document.

Signature _____

Name _____

Seal _____

Place _____

Date _____

AGREEMENT FOR HORTICULTURE

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 AMPRI, BHOPAL) 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/AMPRI, BHOPAL is desirous of giving a job contract for providing the Job Contract for Horticulture arrangement at Advanced Materials & Processes Research Institute, Bhopal Which is a constituent unit of CSIR (hereinafter referred to as Lab./Instt.) and whereas the contractor has offered to provide the Horticulture arrangement on the terms and conditions hereinafter stated.

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

WHEREAS CSIR/ AMPRI, BHOPAL has agreed to award the contract of work of Horticulture hereinafter mentioned as work assigned details of which are given at Annexure ‘A’.

ANDWHEREAS the contractor has agreed to furnish to the Lab/Instt. a security deposit of **Rs...../- (Rupees Only)** by way of Bank Guarantee or Fixed Deposit Receipt.

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/ AMPRI, Bhopal shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing Horticulture arrangements, the contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with the CSIR/Director, AMPRI, Bhopal or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the CSIR/Director AMPRI , Bhopal for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the CSIR/Director AMPRI, Bhopal or the officer designated by the Director in this respect from time to time.
3. That the CSIR/Director, AMPRI, Bhopal 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 upto the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Lab/ CSIR/ the Director, AMPRI, Bhopal in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the CSIR/Director, AMPRI, Bhopal in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure-'A' as deemed fit by him in consultation with the Institute.
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 such as, names, parentage, residential address, age etc. of the persons deployed by him in the premises of the Institute for the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.

4. 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 their own cost, if required take necessary insurance cover in respect of the aforesaid services rendered to CSIR/ AMPRI, Bhopal 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; The 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/ AMPRI, BHOPAL 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-law or rules framed under or any of these, the CSIR/ AMPRI, BHOPAL 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, demands, loss, or injury, from the contractors monthly payments.

7. That the contractor shall be required to maintain permanent attendance register/roll within premises which will be open for inspection and checking by the authorized officers of CSIR/ AMPRI Bhopal.

8. That the Contractor shall make payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR/Director, AMPRI, Bhopal as per rule and then claim reimbursement thereafter and shall on demand furnish copies of wage register/muster roll, etc. to the Lab./Instt. for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of CSIR/ AMPRI, BHOPAL 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 unauthorisedly 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/ AMPRI, Bhopal buildings in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed 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/ AMPRI, BHOPAL.

11. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the CSIR/Director of the AMPRI, Bhopal a sum as may be claimed by CSIR/ AMPRI, BHOPAL.

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/ AMPRI, Bhopal and ensure that no such person shall create any disruption/hindrance /problem of any nature in CSIR/ AMPRI, Bhopal 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/ AMPRI, BHOPAL indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employees of the Contractor so deployed enter in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case CSIR/ AMPRI, BHOPAL is made party and is supposed to contest the case, the CSIR/ AMPRI, BHOPAL 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/AMPRI, BHOPAL on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR/ AMPRI, BHOPAL in this respect of any nature whatsoever and shall keep CSIR/ AMPRI, BHOPAL indemnified in this respect.

16. The Contract shall further keep the CSIR/ AMPRI, BHOPAL indemnified against any loss to the CSIR/ AMPRI, BHOPAL property and assets. The CSIR/ AMPRI, BHOPAL shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payment due to the Contractor under this contract

C. AMPRI, BHOPAL'S OBLIGATIONS

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid **service charge @ on minimum wage on monthly basis which shall remain fixed throughout the contractual period.** Such payment shall be reimbursed to the contractor after the workers have been paid monthly wage on or before the 7th day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by Institute in this regard.

2. That the aforesaid service charge has been agreed to be paid by CSIR/ AMPRI, Bhopal to the contractor every month.

3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Government from time to time shall be payable by the CSIR/ AMPRI, Bhopal to the contractor.

4. That the CSIR/ AMPRI, Bhopal 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 / LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.

2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the CSIR/Director of the Institute in this behalf, a penalty leading to a deduction up to 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 i.e. upto This agreement may be extended on such terms and conditions as are mutually agreed upon.

2. That this agreement may be terminated on any of the following contingencies:-

a) On the expiry of the contract period as stated above

b) By giving one month's notice by CSIR/ AMPRI, Bhopal 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 Laboratory/Institute.

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

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

F. ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to DG, CSIR or his nominee.

2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

3. The Arbitrator may give interim award(s) and/or directions, as may be required.

4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHERE OF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of The Contractor

For and on behalf of
Advanced Materials & Processes Research Institute
Formerly : Regional Research Laboratory,
(Council of Scientific & Industrial Research)
Hoshangabad Road, Near Habibganj Naka,
Bhopal - 462026 (M.P.)

WITNESS

1. _____

2. _____

Annexure –A

SCOPE OF WORK

The contractor's scope of work shall consist of providing manpower (personnel) numbering 08 manpower per day (eight per day during all week days, including Saturdays). The manpower provided by the contractor will be deployed for carrying out horticulture activities like maintenance of lawns, avenues, hedges, shrubs, potted plants, road side plantation etc in the Institute / Campus including Guest house and, staff residential quarters.

The works / activities are as follows:

- (a) Maintenance and upkeep of the gardens lawns, hedges, avenues, plantations, trees at the Institute, including Guest House and staff quarters.
- (b) The contractor shall supply the manpower between 9:00 am to 5:30 pm on all the week days including Saturdays.
- (c) The contractor should arrange his own mechanism of supervision and maintenance of the attendance, records, entries (without any tampering / over writing) and discipline of his manpower provided. The record of the attendance of manpower in number only should be seen and verified by the authorized Officer of AMPRI daily.
- (d) Watering of all the plants, trees, gardens, lawns and pots regularly.
- (e) Removal of weeds, unwanted bushes, shrubs, stones, pebbles etc for upkeep and maintenance of the campus.
- (f) Pruning of the trees, hedges and avenues as and when required.
- (g) Sowing of seeds & saplings and maintaining the plants nursery.
- (h) Transplantation / plantation of saplings & plants as and when required.
- (i) Digging of pits for plantation, *thalla* making and *guddai* as and when require.
- (j) Application of Farm Yard Manure and other fertilizers to the plants, trees, and lawns
- (k) Cutting, budding and Planting of new saplings.
- (l) Grass cutting / trimming with grass cutting machine / manual cutter
- (m) Spraying or application of insecticides, pesticides, fungicides, herbicides etc to the plants / hedges, lawns, avenues, gardens etc.
- (n) Removing / draining excess stagnated water at the plants, lawns, gardens, pots etc.
- (o) Landscaping, leveling and development of new areas for plantation, making lawns etc.
- (p) Any other horticulture and allied works required in the campus (either new or existing) arising from time to time.

concluded

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