

NOT TRANSFERIABLE

Registered with acknowledgement due

F.No. 19-5/13-Contract/ 1186-1185

Dated 04 June, 2013

**DIRECTORATE OF MEDICINAL AND AROMATIC PLANTS
RESEARCH,
BORIAVI - 387 310, ANAND ,GUJARAT**

INVITATION TO LIMITED TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING LIBRARIAN AND DATA ENTRY OPERATOR AT DMAPR, BORIAVI-387 310.

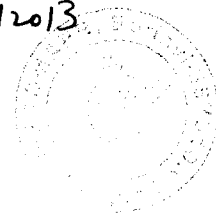
- A. Cost of Tender Form : ₹ 1,000/- (Rupees One thousand only)
- B. Last date of receipt of Tender in office: Before 15.00 hours on 26th June, 2013
- C. Tenders to be opened: At 15.30 hours on 27th June, 2013
- D. Tender to remain open for acceptance up to 90 days from the date of opening.
- E. The tender document is also available at our web. site www.dmapr.org.in

NOTE:

1. THE DIRECTOR, DIRECTORATE OF MEDICINAL AND AROMATIC PLANTS RESEARCH, BORIAVI – 387310, ANAND, GUJARAT may at his/her discretion, extend this date by a fortnight and such extension shall be binding on tenderers.
2. If the date up to which the Tenders is open for acceptance is declared to be a holiday, the tenders shall be deemed to remain open for acceptance till the next working day.

OIC, AKMU for hosting on website.

04/06/2013



**DIRECTORATE OF MEDICINAL AND AROMATIC PLANTS RESEARCH,
BORIAVI -387 310, ANAND, GUJARAT**

Tel No. 02692-271600
Fax No. 91-02692-271601

Note: All communications must be addressed to the Administrative Officer (by designation), DIRECTORATE OF MEDICINAL AND AROMATIC PLANTS RESEARCH (ICAR), BORIAVI -387310, ANAND, GUJARAT.

INVITATION TO LIMITED TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING LIBRARIAN AND DATA ENTRY OPERATOR AT DMAPR, BORIAVI-387 310.

FROM: ADMINISTRATIVE OFFICER,
DIRECTORATE OF MEDICINAL AND AROMATIC PLANTS RESEARCH,
BORIAVI-387 310, ANAND, GUJARAT

To,

Dear Sir(s),

Sealed Tenders are hereby invited on behalf of the Director, DIRECTORATE OF MEDICINAL AND AROMATIC PLANTS RESEARCH, BORIAVI ANAND GUJARAT 387 310, for contract of PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING LIBRARIAN AND DATA ENTRY OPERATOR AT DMAPR, BORIAVI-387 310.

1. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions detailed in the tenders forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. An earnest money of ₹ 10,000/- (Rupees ten thousand only) must be deposited in the form of demand draft/pay order payable to ICAR Unit - DMAPR payable at Anand. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by including the draft/pay order number and date, failing which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders.

The EMD will be refunded to the unsuccessful tenderers' as promptly as possible whereas in the case of successful tender, EMD will be refunded after deposition of Security Deposit @ 5% of the contract value in form of Demand Draft

after receiving a communication from the DMAPR. In the event of non-deposition of the same, the earnest money will be forfeited.

3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulation, the aforesaid amount of EMD will be forfeited by the DMAPR.
4. The schedules of the tender form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purposes, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, of (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. If tenderer does not accept the offer, after issue of letter of award by DMAPR within 15 (fifteen) days, the offer made shall be deemed to be withdrawn without any notice and Earnest money forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the DMAPR shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules, to the tenders and annexure, if any, should be signed by the tenderer.
8. The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be superscribed "JOB WORK/SERVICE CONTRACT FOR PROVIDING LIBRARIAN AND DATA ENTRY OPERATOR equivalent to two persons per day per month AT DMAPR BORIAVI-387 310, ANAND, GUJARAT " with address of his office and the tenderer shall place two envelopes clearly marked consisting of technical bid and financial bid separately in the main envelope. All tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the tender's box, which will be kept at DMAPR, Boriavi Anand GUJARAT 387 310 not later than 1500 hours on 26th June, 2013.

9. The rates quoted by each firm for job/service contract in tenders be given both in words and figure failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on Tenderer's behalf should be indicated in the tenders. Name and address of permanent representative, of the tenderer if any, may also be indicated.
10. The DMAPR is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to tender for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional tenders will not be accepted.
11. No interest on security deposit and earnest money deposit shall be paid by the DMAPR to the Tender'er.
12. Service Tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and DMAPR will not entertain any claim whatsoever in this respect. However the Service Taxes or any other Tax which is as per the rules of the Govt. of Gujarat shall be deducted at source from monthly bills of the successful Tenderer, as per rules/instructions made applicable from time to time by Government.
13. Director, DMAPR reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the DMAPR, BORIAVI-387 310 ANAND GUJARAT, for any justifiable reasons, not mandatory to be communicated to the tenderer.
14. Decision of Director, DMAPR shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure or settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, DMAPR BORIAVI-387 310, ANAND, GUJARAT. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be Governed by the Arbitration & Constitution Act, 1996.
15. Acceptance by the DMAPR will be communicated by FAX/Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Telegram. Express letter etc. should be acted upon immediately.
16. The following document/vouchers are required to be enclosed with the tender form which are the terms and conditions of the tenders' document:-
 - (a) Registration certificate of the firm under the work contract of the Govt. of Gujarat.
 - (b) Minimum turnover of the firm not less than ₹. 25.00 lakhs (Rupees twenty five lakhs only)
 - (c) Last three year's continuous experience of the firm in the field of providing



such services in Central Govt. Establishments/Autonomous bodies of Govt. of India/Corporations of Govt. of India/reputed public or private organizations, with details in enclosed tabular form.

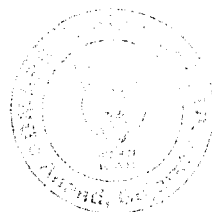
- (d) Certified Balance Sheet of the firm for last year of the service contract by the Chartered Accountant.
- (e) Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years.
- (f) Employee EPF registration certificate issued by local govt. etc.
- (g) Employee ESI registration certificate issued by local govt. etc.
- (h) The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall obtain the labour license under this Act.
- (i) Nos. of Staff/Supervisors registered under ESI & EPF separately. Documentary proof of vouchers to be required and may be attached.
- (j) Successful tenderer will have to enter into a detailed contract agreement with DMAPR, BORIAVI-387 310 ANAND GUJARAT /ICAR on non-judicial stamp paper of ₹ 100/- (One hundred only) for each work.
- (k) Only those firms will be considered for financial bid who will qualify in the technical bid.

Yours faithfully,

Vijay Kumar
03/06/2013

[VIJAY KUMAR]
Administrative Officer
For and on behalf of the Director,
DMAPR Boriavi

Note: The technical bid and financial bid may be submitted in separate envelopes to be sealed and put in a main cover.



PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING LIBRARIAN AND DATA ENTRY OPERATOR AT DMAPR, BORIAVI-387 310, ANAND, GUJARAT.

Full Name & Address of the tenderer in addition to Post Box No., if any, should be quoted in all communications to this office

Telephone No.

Telegraphic Address/FAX/Cellular No.

E-Mail Address

From

To

The Administrative Officer,
DMAPR, Boriavi, Anand

1. I/We have read all the particulars regarding the General information and other terms and conditions of the contract for PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING LIBRARIAN AND DATA ENTRY OPERATOR AT DMAPR, BORIAVI-387 310, ANAND, GUJARAT and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in Schedule-I to this tender and I/We agree to hold this offer open till 90 (ninety) days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatch within the prescribed time.

2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

3. The following pages have been added to and form a part of this tender _____
The Schedules-I & II to accompany this tender are at pages _____.

4. Every page so attached with this tender bears my signature and the office seal.

5. Pay Order/DD No. _____ of ₹ _____ drawn in favour of ICAR Unit

- DMAPR and payable at Anand is enclosed as earnest money required.

Yours faithfully,

Dated:

Signature & Seal of the Tenderer
Telephone No. Office
Resi. Mobile

Witness _____

Address _____

Occupation _____

Signature of witness to contractor's signature

Address:

Name & Designation of Witness:

Address:

SCHEDULE - I

SCHEDULE TO TENDERS

PART - I	
1	Name of the Firm / Agency
2	Full Address with Post Box No. and Telephone No., if any
3	Constitution of the Firm/Agency (attached copy)
	(a) Indian Companies Act, 1956
	(b) Indian Partnership Act, 1932 (please give names of partners)
	(c) Any other Act, if not, the owners
4	i) For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the Partnership agreement to arbitration has been conferred on the partner who has signed the Tender
	ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration.
	iii) If the answer to point (i) and (ii) above is affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner(s).
5	Name and Full Address of your Banker
6	Your Permanent Income Tax No./Circle/Ward
7.	Any other relevant information

PART - II

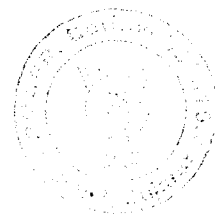
8	Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders	
9	Name of the Permanent Representative to be visiting DMAPR Boriavi Anand regarding the contract	

Date _____

Place _____

AUTHORISED SIGNATORY

Please and supplementary pages to be numbered wherever needed by the Tenderer.



SCHEDULE – II

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING LIBRARIAN AND DATA ENTRY OPERATOR AT DMAPR, BORIAVI-387 310, ANAND, GUJARAT.

(Directorate of Medicinal and Aromatic Plants Research, Boriavi, Anand Gujarat 387 310)

Qualifications/Scope of Work:

The Services, as detailed below are to be provided to the Sections / Sr. Officers of DMAPR, BORIAVI-387 310 ANAND GUJARAT

A. LIBRARIAN: 01 No.

Educational Qualifications:

Degree in Bachelor of Library Science or Library Information Science (B.Lib. or B. Lib. Sc or B.L.I.Sc.) with two years experience.

Scope of work:

- (i) Maintenance and upkeep of library books/journals etc.
- (ii) Attending all type of library works assigned by the Officer In-charges (Library).
- (ii) The services are to be provided during all working days per month during office hours. Sometimes, in emergency of work, services are to be rendered on Saturday and Sunday and beyond office hours also including holidays etc. and no extra payment will be made on this account.

B. DATA ENTRY OPERATOR: 01 No.

Educational Qualifications:

- i) 12th Class or equivalent qualification from a recognized Board or University
- ii) A typing speed of 35 w.p.m. in English or 30 w.p.m. in Hindi on computer.

Scope of work:

- (i) Secretarial assistance/Typing/ data entry/ stenographic work/ diarizing/ dispatch of letters/ receipts filing/ docketing of papers
- (ii) Other miscellaneous work of similar nature as and when allotted by concerned Sections/ Officers
- (iii) Upkeep/ arranging of files in the section
- (iv) Photocopying of papers etc. and making sets, as required.
- (v) Maintenance and upkeep of official records.
- (vi) Attending any type of office works assigned by the Officer In-charges
- (vii) The services are to be provided during all working days per month during office hours. Sometimes, in emergency of work, services are to be rendered on Saturday and Sunday and beyond office hours also including holidays etc. and no extra payment will be made on this account.

TERMS & CONDITIONS:

1. The services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
2. Changing of Staff/Supervisor should be intimated to the Administrative Officer.
3. The Director, DMAPR reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of the Director, DMAPR shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
4. The staff provided should also maintain secrecy and discipline in the premises of DMAPR.
5. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Graduate from any recognized University with knowledge of working on Computers and three years experience in similar field
6. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of DMAPR for the purpose. All complaints should be immediately attended to by the Agency.
7. The agreement is terminable with one month notice on either side.
8. The contractor shall not sublet the work without prior written permission of the DMAPR.
9. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
10. The selected agency shall provide the necessary personnel for at DMAPR Headquarters as per labour acts prevalent In Gujarat State. The agency shall employ good and reliable persons with robust health of age group of 21 to 45 years. In case any of the personnel so provided is not found suitable by the DMAPR, the DMAPR shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
11. The persons so provided by the agency under this contract will not be the employee of the DMAPR and there will be no employer-employee relationship between the DMAPR and the person so engaged by the contractor In the aforesaid services.
12. Payment for service contract will be made monthly upon submission of pre-receipted bill. However, the bill may be prepared with full details indicating all the charges separately keeping in view the actual mandays provided during the month. Payment will be made through RTGS. The contractor must provide the following information for making the payment. (a) Account Number (b) Name of Bank (3) Full Bank Address, Agency Name and IFC Code Etc. *[A cancelled cheque may be enclosed with the Bid.]*
13. After physical Inspection of the site, very detailed assessment/requirements of personnel for providing services at the DMAPR, BORI AVI 387 310 ANAND GUJARAT shall have to be furnished along with the Tender. However, the tenders should indicate only the lump-sum amount in respect of all the services covered under this contract and that rates should not be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.

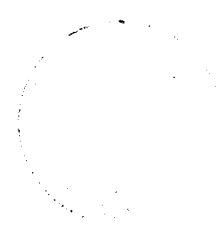


14. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The ICAR/DMAPR, shall not bear any extra charge on any account whatsoever ie. EPF and ESI contributions, etc.
15. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the DMAPR, BORIAVI 387 310 ANAND GUJARAT from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, DMAPR, BORIAVI 387 310 ANAND GUJARAT shall be final and binding on the contractor.
16. Income Tax will be deducted from the payments due for the work done as per rule.
18. Changing of Supervisor/Staff should be intimated to the undersigned
19. The Contractor must employ adult only. Employment of child labour may lead to the termination of the Contract.
20. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
21. **Risk Clause:** DMAPR, reserves the right, to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a 1 week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
22. Certification of satisfactory completion of some work of similar nature from manpower supply in Govt./Semi-Govt. Organization in the 1st three years (in which at least one order is for ₹ Fifty lakhs or above).

LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contract amount, subject to a minimum of ₹ 500/- (Rupees five hundred only) will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section it will be brought to the notice of the supervisory staff of the firm by DMAPR and if no action is taken within one hour liquidated damages clause will be invoked.
2. Any misconduct/misbehavior on the part of the manpower deployed by the Agency will not be tolerated and such person's will have to be replaced immediately.

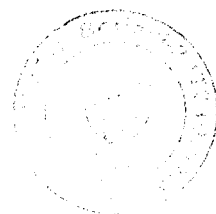
The Director, DMAPR reserves the right to reject any or all tenders in whole or in part without assigning any reasons therefore. The decision of Director, DMAPR shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.



Details of the Minimum 3 years experience/work done

SI NO	Name of the Deptt. / Organization & Name of contact Person with Ph. No	Period		No. of staff deployed	Remarks
		From	To		

(Authorized Signatory)



FINANCIAL BID

(This financial bid to be enclosed in a separate envelope with seal)

Last date and time for receipt of tender : Before 15:00 hours on 26th June, 2013

Date of opening of Financial Bid : At 15:30 hours on 27th June, 2013

To
The Administrative Officer,
DMAPR, Boriavi.

Sir,

I/We wish to submit our Tenders for PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING LIBRARIAN AND DATA ENTRY OPERATOR AT DMAPR BORIAVI-387 310 ANAND GUJARAT , on the following rates:-

Sr. No	Particulars	Per Month
1.	Monthly consolidated rate offered for PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING:	
	(a) LIBRARIAN	₹.
	(b) DATA ENTRY OPERATOR	₹.
	AT DMAPR BORIAVI-387 310 ANAND GUJARAT which will include minimum monthly remuneration as per minimum wages act under each category (including employee's contribution towards EPF / ESI and other mandatory deductions etc.)	
	Service tax @ 3.09%	₹
	Total	₹
	In words (Rupees only)	

I/We agree to forfeiture of the earnest money if we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.

I/We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Signature _____

Name & Address of the Firm _____

Telephone No. _____ Mobile No. _____

**DIRECTORATE OF MEDICINAL AND AROMATIC PLANTS
RESEARCH, BORIAVI ANAND GUJARAT 387 310**

(Establishment Section.)

**DETAILED INFORMATION/TERMS AND CONDITIONS FOR PROVIDING
LIBRARIAN AND DATA ENTRY OPERATOR AT DMAPR, BORIAVI:**

1. The personnel engaged for the services in DMAPR, Boriavi Anand shall be the employees of the Placement Agency and will take their remuneration/wages from them. They will have no claim of whatsoever nature including monetary claims or any other claim or benefits from DMAPR, Boriavi Anand.
2. The Placement Agency shall make their own arrangement for commuting the personnel requisitioned, to the DMAPR Boriavi. Office, wherever located in the areas of Boriavi, Anand and back.
3. That Placement Agency will furnish to the DMAPR, Boriavi Anand the full particulars of the Personnel sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address, Telephone number etc. and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/Police, and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the DMAPR, Boriavi Anand.
4. The Placement Agency will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services peons/messengers.
5. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Placement Agency and the DMAPR, Boriavi, Anand shall not be responsible for any such liability.
6. The Placement Agency shall undertake to indemnify that DMAPR, Boriavi Anand for any liability under any law arising out of the engagement of the said personnel.
7. The Placement Agency shall comply with all the rules and regulations regarding safety and security of its employees and the DMAPR, Boriavi Anand will in no way be responsible in any manner in case of any mishap to their personnel.
8. The personnel provided shall be under the direct control and supervision of the Placement Agency. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the DMAPR from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by the DMAPR, Boriavi Anand.
9. The Placement Agency shall not sub-contract the services of personnel sponsored by them without prior permission of the DMAPR, Boriavi Anand.

10. The Placement Agency shall make payment of remuneration/wages to its persons before 7th of every month by Cheque in presence of an authorized officer/staff of DMAPR. After, making the payment, the Placement Agency shall raise the bill on the DMAPR, Boriavi Anand for payment of the settled amount.
11. The DMAPR, Boriavi Anand shall deduct proportionate amount for each day of absence of the personnel while making payment to the Placement Agency each month.
12. The Placement Agency shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the Placement Agency shall provide replacement services of suitable personnel.
13. During the subsistence of the contract, the DMAPR, Boriavi Anand shall not undertake any monetary liability other than the amount payable to the Placement Agency for the services of personnel provided by them. Other liabilities, if any, shall solely rest on the Placement Agency. Even if the DMAPR has to bear such liabilities on unforeseen circumstances/occasions, the DMAPR will recover such amount from the Placement Agency by adjusting the amount payable to them.
14. In case the employee of the Placement Agency do not attend the work at any time~ for whatever reason, the Placement Agency shall make alternate arrangements at no extra cost to the DMAPR, Boriavi, Anand, so that the daily work of the DMAPR does not suffer. If no such alternate arrangements are made, proportionate deductions shall be made out of the contracted amount. The DMAPR shall also be free to make alternate arrangements the cost of which shall be recovered from the Placement Agency.
15. Any loss, theft or damage to the life and/or property of the employees of the DMAPR, Boriavi Anand and/or property of the DMAPR shall be compensated by the Placement Agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the Placement Agency.
16. The Placement Agency shall be responsible for providing amenities as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of the Placement Agency to provide such amenities, the DMAPR shall be free to provide the same and the DMAPR shall have right to recover all expenses incurred in providing such amenities from the Placement Agency by deduction from any amount payable to the Placement Agency.
17. The Placement Agency shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the Govt. of Gujarat with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, Gujarat Shops and Establishment Act, 1954, ESI Act, 1948, Provident Funds and MP Act, 1952, Workmen's Compensation Act, Payment of Bonus Act, and take such steps as may be deemed necessary in this regard from time to time.
18. The Placement Agency will not ask for any enhancement of approved rates during the contract period.



19. It will be the sole liability of the Placement Agency to pay the wages, provident fund, ESI, leave benefits, bonus, medical facilities, etc., to its employees as applicable under the relevant rules. The contractor has to pay the **Basic rates and Variable Dearness Allowance** at the enhanced rate announced by the govt. from time to time. If the contractor fails to pay the **Basic rates and VDA** to its personnel the same will be deducted from the bill and will be disbursed to the personnel. The DMAPR, Boriavi will pay the **Basic rates and Variable Dearness Allowance at the enhanced rate announced by the Govt. from October, 2013 without any statutory obligations.**
20. If the Placement Agency fails to render any or all the services, for any period during the currency of the contract, the DMAPR shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the Placement Agency.
21. The Placement Agency shall have to deposit Security Deposit/Bank Guarantee equivalent to 5% (Five percent) of total contract value. The Security Deposit will be released after one month of the satisfactory expiry of the contract.
22. If the Placement Agency fails to provide satisfactory performance, the DMAPR shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the Placement Agency, etc.
23. The DMAPR reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term and condition at any time during the currency of the contract.
24. In case of any dispute, the Director, DMAPR, will appoint an arbitrator and the decision of the arbitrator will be final and binding to both the parties.
26. The period of the contract will be for three months from the date of award of the contract, and on expiry of the said period, the contract may be extended by the mutual consent of both the parties.
27. The Placement Agency shall be responsible for payment of Provident Fund and other payments due to their employees deployed at the DMAPR, Boriavi Anand.
28. The Placement Agency shall supply a copy of confirmation from their employees regarding acceptance of employment at agreed wages in advance.
29. The tenderers have to submit the following documents:
 - a) Photocopies of Registration of ESI, PF, etc.
 - b) Photocopy of Current Labour License
 - c) Photocopy of PAN/TAN
 - d) Photocopies of Income Tax returns for the last 3 years

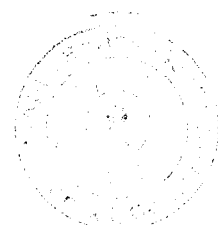


e) Photocopies of similar contract executed, if any, with Govt. Departments

30. The DMAPR, Boriavi, Anand reserves the right to accept or reject any Tender/Quotation In full or in part, without assigning any reason thereof.
31. An Earnest Money Deposit (EMD) of ₹ 10,000/- (Rupees ten thousand only) has to be deposited in the form of a Bank Demand Draft/Pay Order in favour of Director, DMAPR along with the Quotation. The EMD will be refunded to the unsuccessful bidders on finalization of the bids.' The EMD shall be drawn in favour of "ICAR Unit - DMAPR" payable at Anand
32. The owner/partner/manager of the Placement Agency shall be available on his own direct telephone (office as well as residence) and also on mobile phone.
34. A copy of these terms and conditions duly signed by the tenderer in token of having understood and agreed to the same should be attached along with the Quotation.
35. The Quotations will be opened in the presence of the representatives of the tenderers who may like to be present.
36. The Placement Agency will be required to execute the contract agreement on a non-judicial paper of ₹.100/- on acceptance of their Quotation.
37. The above particulars are also available on DMAPR's website i.e www.dmapr.org.in

Vijay Kumar
03/06/2013

(Vijay Kumar)
Administrative Officer
Tel. No. 02692-271600



DRAFT SPECIMEN AGREEMENT

This agreement is made at (place)on (month/year)..... day of between
DIRECTORATE OF MEDICINAL AND AROMATIC PLANTS RESEARCH (ICAR),
BORIAVI -387310, ANAND, GUJARAT (hereinafter called ICAR) through.....
(Designation of the competent authority in
DMAPR)which term shall include its successors, assignees etc. on the first part and
.....(name & address of the firm) (hereinafter called the Firm) which term shall include its
authorized representatives, successor, assignees etc. on the other part. Whereas the DMAPR has decided to
assign the annual job work contract for providing..... (nature of job) :.....at DMAPR, Boriavi-
Anand [GUJARAT] to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f.(date)..... and will remain in force for a period for one year but can be terminated by DMAPR by giving one calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for annual job work contract for providing (nature of job) at (location).
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall at all times and for all purposes be deemed to be employees of the firm and the DMAPR shall have no liability on this account in any manner.
5. **Manpower:** The agency would be required to send the resumes of the candidates having relevant **experience and qualification within 15 days (or earlier as the case may be) of sending the requisition. Contractor shall arrange to conduct and interview of the candidates.**
6. That the Firm shall ensure that all persons deployed at DMAPR premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
7. The DMAPR shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the DMAPR.
8. The manpower deployed by the Agency should work as per the working days and timings of the DMAPR. No extra wages will be paid for attending office on weekends, holidays and late -sitting.
9. Minimum wages, as prescribed by the Govt. of India/ State Govt. from time to time, shall be payable to the personnel deployed for services to this Office by the selected Agency. Any future increase in the Basic Rate and V.D.A. by the Govt. of India/ State Govt. resulting in increase in the total financial implication would be reimbursable to the contracting agency.
10. Monthly consolidated charges for job/ work contract for providingservices at DMAPR is as per terms and conditions specified and scope of work as per Schedule-II in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the DMAPR. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the DMAPR in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan alongwith list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.
11. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
12. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by



the DMAPR. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.

13. That the firm shall issue identity card to each of the workers engaged for entry into DMAPR premises.
14. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
15. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, DMAPR may cancel the contract.
16. That the Firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract Labour (Regulation & Abolition) Act, 1970, Workmen's Compensation Act, 1948, E.P.F., E.S.I. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified the DMAPR on account of any failure to comply with the obligations under various laws or damage to DMAPR due to acts/omissions of Firm.
17. It is also agreed that under no circumstances, the volunteers and/ or the employees/ workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the DMAPR and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the DMAPR against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/workmen shall have no claim to absorption/ regularization and financial benefits etc. that are admissible to regular employees in the office of DMAPR.
18. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt. State Govt. as applicable relating to this contract.
19. In case of any loss or damage to the property of the DMAPR at which is attributable to the firm, the full damages will be recovered from the firm.
20. The Firm shall not transfer its right or sub- contract to anyone else.
21. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
22. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
23. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the Firm.
24. There will be surprise checking by an Officer. Shortcomings, if any pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
25. The firm shall provide a Co-ordinator for immediate interaction with the organisation.
26. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.
27. Territorial jurisdiction with regard to any dispute shall be Anand.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

1. An amount equivalent to two days of contract amount subject to a minimum of Rs. 500/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section it will be brought to the notice of the supervisory staff of the firm by DMAPR and if no action is taken within **one hour** liquidated damages clause will be invoked.

2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

3. If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 500/- per worker per day will be deducted from the bill.

The decision of the competent authority at DMAPR, Boriavi-Anand shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract .IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

Witness:-

1. _____
2. _____

(For the DMAPR)