

TENDER DOCUMENT

FOR PROVIDING JEEP DRIVER

2018-

**CENTRAL INSTITUTE FOR COTTON RESEARCH
(INDIAN COUNCIL OF AGRICULTURE RESEARCH)**

REGIONAL STATION, SIRSA-125055 (HARYANA)

(Phone No. 01666-220428, Fax: 01666-230271)

Annexure I

REGISTERED WITH ACKNOWLEDGEMENT DUE

F. No./Driver/Sirsa/2018-19

Dated: 10.12.2018

**NOT TRANSFERABLE
ICAR – CENTRAL INSTITUTE FOR COTTON RESEARCH, RS, SIRSA**

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB WORK/SERVICE CONTRACT FOR PROVIDING JEEP DRIVER (Only Agriculture rates are applicable to our Institute. The Agricultural rates for Govt. of India Ministry of Labour & Employment Office of the Chief Labour Commissioner , New Delhi and Labour Commissioner, Haryana for Jeep Driver/Skilled person) AT C.I.C.R., REGIONAL STATION, SIRSA.

- A. Cost of Tender Form (200/-) (Rs. Two hundred only)
- B. Last date of receipt of Tender in Office is on **18/12/2018 (01.00 PM.)**
- C. i.) Technical Bid to be opened at time on **18/12/2018 (2.30 PM.)**
ii.) Financial Bid to be opened separately, to be communicates
- D. Tender to remain open for acceptance up to 90 days from the date of opening.

NOTE:

- 1. *The Head, ICAR-CICR, RS, Sirsa* may at his discretion, extend this date by a fortnight and such extension shall be binding on Tender.
- 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.

ICAR – CENTRAL INSTITUTE FOR COTTON RESEARCH, RS, SIRSA
Opposite St. Xavier School-125055
(An ISO 9001:2008 Certified Organization)

Note :- All communications must be addressed to the Head, CICR, Regional Station, Near Yog Mandir, Behind St. Xeviouir School, Sirsa

From: **Head**, ICAR- CICR, RS, Sirsa
To
Dear Sir(s),

Sealed tenders under Two-Bid System are hereby invited on behalf of the Director, ICAR – CICR Nagpur for contract of:

- 1. **JOB WORK/SERVICE CONTRACT FOR PROVIDING JEEP DRIVER AT ICAR-C.I.C.R. REGIONAL STATION, SIRSA.** 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 are detailed in the tenders forms and its schedules. Please submit your rates in the tender 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/-) (Rs. Ten Thousand only)** must be deposited in the form of demand draft / pay order payable to Head, C.I.C.R., Regional Station, Sirsa. The particulars of the earnest money deposited must also be super-scribed on the top of the envelope by indicating 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.**
3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting tenders, he will not resale from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to after he has applied for the same, in the manner prescribed by the Institute.
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 purpose, 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 tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tender. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tender may be rejected.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particular 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, or (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 Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & 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 documents 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 warrant 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 Institute 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. The inner cover should be sealed. The outer cover should be super-scribed **“THE JOB WORK/ SERVICE CONTRACT FOR PROVIDING JEEP DRIVER at C.I.C.R. Regional Station, Sirsa.** All Tenders should be sent by Speed/Registered Post. Tenders to be hand delivered / should be put in the tender box,

which will be kept in the CICR Office at Sirsa, not later than date **21/06/2018 (10.00 AM. sharp)**

9. **The rates quoted by each firm for job/service contract for providing jeep driver in tenders be given both in words and figures failing which the same is liable to be rejected.** Tenderer is at liberty to be present or to authorise 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 Institute 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 Tenders 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. **An amount (@ 5% of annual turnover (Approx.) as a performance security deposit for the contract)** is to be deposited by the selected agency/successful tenderer only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited.
12. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
13. 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 CICR 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., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
14. The Director, ICAR – CICR reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
15. The Director's decision shall be final for any aspect of the contract and binding to a" parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996
16. Acceptance by this Institute will be communicated by FAX / Speed Post / e-mail 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 / Speed Post / e-mail etc. should be acted upon immediately.
17. **The following documents/vouchers should be MANDATORILY enclosed with the tender (Technical Bid) form which are the terms and conditions of the tender's document:-**
 - a) **Technical Bid & Financial Bid** in separate envelopes.
 - b) **Registration certificate of the firm under the work contract of the State Govt. /Central**

Govt.

- c) **Minimum turnover of the firm not less than 5,00,000/- (Rs. Five lakhs only) during the last three Financial years.**
- d) **Last three years 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' provide the details in enclosed tabular form.
- e) **Certified Balance Sheet** of the firm for last year (2016-17) of the service contract by the chartered Accountant.
- f) Duly certified copies of the satisfactory services where the Tenderer is providing the Services for the last three years.
- g) **Employee EPF registration certificate** issued by local govt. etc. (i.e. Haryana Govt.)
- h) **Employee ESI registration certificate** issued by local Govt. etc. (i.e. Haryana Govt.)
- i) 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.
- j) Nos. of Employees registered under ESI & EPF separately. Documentary proof of vouchers to be required and may be attached.
- k) Provide details of EPF and ESI contributions for staff deputed during the current year (**Challan copy to be enclosed**)
- l) **Service tax registration certificate issued by Govt. etc.**
- m) Successful Tenderer will have to enter into a detailed contract agreement with ICAR on **non-judicial stamp paper of 100/- (Rs. One Hundred Only) for each work.**
- n) **Documentary proof should be enclosed as per Schedule – I (Technical Bid).**

Yours faithfully,

**Head, ICAR-CICR, RS,
Sirsa**

TENDERS FOR THE CONTRACT FOR JOB WORK/SERVICE CONTRACT FOR PROVIDING JEEP DRIVER

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./Mob. No. :
Telegraphic Address/FAX/Cellular No.:
E-Mail address/Web. Site. :
From

M/s. _____

To **The Head,**
ICAR – CICR, Regional Station,
Sirsa

I / We have read all the particulars regarding the General information and other terms and conditions of the contract for **THE JOB WORK/SERVICE CONTRACT FOR PROVIDING JEEP DRIVER** 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 days. The rates quoted will **be valid for a period of one year** in the event of award of the Contract. We shall be bound by a communication acceptance dispatched within the prescribed time.

1. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
2. The following pages have been added to and from a part of this Tender.
3. 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 Rs. 10,000/- (Rs. Ten Thousand only) drawn in favour of Head, C.I.C.R. , Regional Station, Sirsa and payable at Sirsa is enclosed as earnest money required.

Yours faithfully,

Signature & Seal of the Tenderer

Telephone No. Office

**Resi.-
Mobile -**

Witness _____

Address: _____

Occupation _____

Signature of witness to contractor's signature

Address:

Name & Signature of Witness:

Address:

Witness _____

Address: _____

Occupation _____

SCHEDULE - I

PART - I

TECHNICAL BID
PROFILE OF THE COMPANY

1. Tender fee Rs. 200/- DD No. _____ Bank _____ Date _____
(Non-Refundable)
2. EMD Rs. 10000/- DD No. _____ Bank _____ Date _____
(Refundable)

1.	Name of the Firm/Agency	
2.	Full address with Post Box No.	
3.	Telephone No./Mobile No. and email-id	
4.	Constitution of the Firm/Agency (a) Indian Companies Act, 1956 (b) Indian Partnership Act, 1932 (Please give Names of partners) (c) Any other Act, If not, the owners.	
5.	For Partnership firms whether Regd. 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. (i) 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. (ii) If answer to above is in point one and two The 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 partners.	
6.	Name & Full Address of your Banker's along-with Account No. & IFS code No.	
7.	Your Permanent Income Tax No. Circle /Ward.	
8.	Earnest Money Deposited:	Yes/ No
9.	Name & Address of the Firm's representative and wheather the firm would be representing at the opening of Tenders(Technical bid)	
10	Name of Permanent Representative to be visiting CICR, RS, Sirsa regarding Contract	
11	Details of The Agency: (a) Registration Certificate of the Firm (b) Registration No. under Contract Act / License No (c) EPF Registration no. (d) ESI Registration no (e) Service Tax Registration no. (f) I.T. PAN No./ TIN No.	
12	Annual turnover of Manpower Contract of Rs.5 lakhs during last three years(Copy of Audited Annual Accouts{ Balance sheet, P& L Accounts etc.} for the period	
13	Whether IT Return filled for past three assessment years .If yes, enclose the proof	
14	Provide list/number of Manpower/Supervisor registered under EPF/ESI.Current year EPF/ESi Challan copy for ascertaining the number of Manpower/Supervisor has to be attached	
15	Regular last three year experience(name & address of client department may be indicated in chronological order and supporting documents may be attached in said manner	
16	05 Lakh bank certified solvency certificate to be attached(Issued in current financial year)	
17	The firm must attach documentary proof of at least one work of Rs.5 Lakh in a year during last three years of similar nature	

Note:- The information required at serial no. 1 to 16 must be accompanied with the certified copies of the documents and attached as per the serial number failing which the tender is liable to be rejected. No other document needs to be attached with the tender form.

Details of the Minimum 3 years experience/work done.

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

Last date for receipt of Tender : 18/12/2018 (01.00 PM. sharp)

Date of opening of Technical Bid : 18/12/2018 (2.30 PM.)

Date : _____

Place: _____

*Authorized Signatory with
Stamp (TENDERER)*

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

SCHEDULE - I
PROFORMA OF FINANCIAL BID

The financial bid to be enclosed in a separate sealed envelope.

The tender will remain open for acceptance upto 90 days from the date of opening of bid. The rates tendered will be valid for a period of one year from the date of acceptance of the rates.

To

The Head,
ICAR – CICR, Rs, Sirsa

Sir,

I/We wish to submit our Tenders (Financial Bid) for “Jeep Driver at CICR, RS, Sirsa” on the following rates.

Particulars	Total Cost	Service Charges of Total Cost	Service Tax of Total Cost	Grand Total (2)	*Actual wages to be paid per month for Jeep Driver(without Arm)
Total lump sum monthly charges for “PROVIDING JEEP DRIVER” at ICAR-CICR, Regional Station, Sirsa-125055 as per the terms and conditions specified in the Tenders. (Note: Not Below the current minimum wages notified by Govt. of India)					

(PART – II)

NOTE:

- As per the Regional Labour Commissioner (Central) guidelines that CICR, Regional Station, Sirsa is covered under Assistant Labour Commissioner(ALC), Sirsa Distt.
- As per the Deputy Chief Labour Commissioner (Central) guidelines the Minimum rates of wages include also the wages for weekly day of rest.
- As per new EPF regulation the Employees’ Pension Scheme 1995 is being amended to increase the wage ceiling from Rs. 6,500/- per month to Rs. 15,000/-per month in the Employees’ Pension Scheme, 1995 effect from 01.09.2014 vide letter No. Actuarial/18(2) 2008/Vol.III/7738 dt. 29.08.2014. CICR will contribute its EPF share on the quoted monthly wages or Rs. 15,000/- whichever is less.
- As per Memorandum of Settlement No. ALCN-54(52)/2012-IC dt.04.04.2013, Bonus is admissible at this Institute, **wages not exceeding Rs. 10,000/- per month, if exceeding then “NIL”**. (As per Section 10 of the Bonus Act 1965).
- Central/State Govt. has fixed the minimum rates of wages, the rates of wages for Employees Employed as Drivers (without Arms) whichever is higher will be applicable.**
- “NIL” Service Charges** will not be considered as per Ministry of Finance Department of Expenditure P.P. Division guidelines dt. 28.01.2014.
- Service charges to be quoted as a fixed amount not on percentage basis** .If a service provider submits a Tender for less than statutory liabilities, besides his service charges and Service Tax and also TDS @ rates applicable, Tender is liable to be rejected. LI to be arrived accordingly

I / We agree to forfeit of the earnest money deposited by me/us in connection with tender if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form. We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Any other terms and conditions that the tender(s) would like to specify form a part of this schedule only:-

Signature_____

Name & Address of the Firm _____
Telephone No./Mobile No. _____

SCHEDULE – I

PART - II
FINANCIAL BID

Break-up of Monthly charges to be claimed and actual to be paid

S. N.	Description	Rate (in Rs.) for Jeep Driver (without Arm)	Actual Amount to be paid to Jeep Driver (without Arm)
	a) Monthly Wages		
	b) EPF Contribution @ 13.36% c) ESI Contribution @ 4.75%		
A.	Total Cost per head (a + b+c)		
B.	Service Charges Per Person		
C.	GST on A+B		
D.	Grand Total Per Man Power (A+B+C)		
E.	Contribution by the Employee for EPF to be deducted @ 12% Per Man Power	---	
	Other deduction, if any	---	
F.	Actual amount to be paid to the employee Per Man Power	---	

Signature _____

Name & Address of the Firm _____

Telephone No./Mobile No. _____

E-mail Id: _____

Schedule –II

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACTOR PROVIDING JEEP DRIVER.

The CICR.Regional Station, Sirsa under ICAR is the Regional Station of CICR, Nagpur is the Institute For Research on Cotton. It is located at back side of St .Xavier School & connected with main road from Yog Ashram near Sadar Thana to its Campus.

Scope of Work:

Driving of office Jeep MAHINDRA BOLERO on annual contract basis
TERMS AND CONDITIONAS FOR THE JEEP DRIVER CONTRACT:

1. *The DRIVER 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: — Head, CICR, RS, Sirsa / I/C Vehicle.*
3. *The Director, reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Director shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.*
4. *The staff provided by the contractor should also maintain secrecy and discipline in the premises of Institute.*
5. *DRIVER provided should be capable of reading and writing Hindi and English with a minimum qualification of **Middle Standard**.*
6. *The contractor shall keep a complaint register with his supervisor and it shall be open to verification by the authorized officer of CICR for the purpose. All complaints should be immediately attended to by the Contractor/Agency.*
7. *Uniform with colour specifications and pattern approved by CICR should be supplied by the contractor to the workers at his own cost and it should be ensured that the working staff etc., are in proper uniform while on duty.*
8. *The agreement is terminable with one month notice on either Side.*
9. *The contractor shall not sublet the work without prior written permission of the CICR.*
10. *The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.*

11. *The selected agency shall provide the necessary personnel's information to CICR as per labour act. The agency shall employ good and reliable persons with robust health of **age group of 21 to 45 years having valid LMV license(preferable also H MV licence) & good knowledge of routes.** In case any of the personnel so provided is not found suitable by the Institute/ Council, the Institute / Council 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.*
12. *The persons so provided by the contractor under this contract will not be the employee of the Council / Institute and there will be no employer-employee relationship between the Council / Institute and the person so engaged by the contractor in the aforesaid services.*
13. *Payment for service contract will be made monthly upon submission of pre-receipted bill.*
14. *After physical inspection of the site, a very detailed assessment/requirements of personnel for providing allied services at the CICR, RS, Sirsa 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 Service Charges once quoted will be permitted within one year.*
15. *The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The CICR shall not bear any extra charge on any account whatsoever **i.e. EPF contribution, Uniform, Liveries, OTA etc.***
16. *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 Council 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, CICR shall be final and binding on the contractor.*
17. *Income Tax will be deducted from the payments due for the work done as per rule applicable from time to time.*
18. *S/He should not leave duty without prior permission.*
19. *No extra remuneration will be paid by office for extra stay other than duty hours/night stay.*
20. *Supervisor should maintain all the registers, which are kept in concerned Section.*
21. *The Contractor must employ adult labour only Employment of child labour may lead to the termination of the Contract.*
22. *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.*
22. *Risk Clause: The Director, CICR 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 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 rising a separate claim.*
23. *The payment to contractor is to be made through e-payment, details / IFSC Code may be mentioned / submitted with tender / quotation. So detail such as –*

(i) Name of the firm, (ii) Name of the Beneficiary Bank, (iii) Name of the Bank Branch, (iv) Beneficiary Bank Account No., (v) Beneficiary Bank Account Type, (vi) Beneficiary Bank IFSC Code No., (vii) PAN No. of Beneficiary.

24. The payment of wages to the engaged manpower during the execution of contract will be made in the presence of Nodal Officer/ Representative nominate by the Director, CICR, Nagpur.

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 *CICR* 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 (\$) will have to be replaced immediately.

The Director, ICAR – CICR reserves the right to reject any or all Tenders in whole or in Part without assigning any reasons therefor. The decision of The Director, ICAR CICR shall be Final and binding on the contractor/agency in respect of any clause covered under the Contract.

.....

UNDERTAKING

I confirm that no police case is pending against the proprietor/firm/parties relating to previous service contract.

Signature of the Tenderer with seal

ANNEXURE - II

DRAFT SPECIMEN AGREEMENT

This agreement is made at(place)..... On..... (month/year)..... day of between Central Institute for Cotton Research, Regional Station, Sirsa. (Herein after called Institute) through Director, CICR, Nagpur 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 C.I.C.R. Regional Station, Sirsa has decided to assign the annual job work /service contract for **“Providing JEEP DRIVER”** at C.I.C.R., Regional Station, Sirsa 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 Central Institute for Cotton Research, Regional Station, Sirsa 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 **JEEP DRIVER** at C.I.C.R., Regional Station, Sirsa.
3. The firm will provide full particulars of driver deployed by it for providing the services and get their character and antecedents verified from the Police Authorities.
4. The personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the C.I.C.R. RS Sirsa shall have no liability on this account in any manner.
5. That the Firm shall ensure that person deployed at C.I.C.R., RS, Sirsa premises is of good character, well behaved and otherwise competent and qualified to perform the work for which s/he is deployed.
6. The C.I.C.R., RS, Sirsa shall have the right to ask for the removal from the C.I.C.R., RS, Sirsa premises any personnel considered by the CICR, RS, Sirsa to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the CICR, RS, Sirsa.
7. The manpower deployed by the Agency should work as per the working days and timings of the CICR, RS, Sirsa. No extra wages will be paid for attending office on weekends, holidays and late - sitting.
8. Monthly consolidated charges for job/ work contract for **providing JEEP DRIVER** at CICR, RS, Sirsa is as per terms and conditions specified and scope of work as per Schedule-I in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the CICR. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the CICR 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 along with list of persons showing deposit of EPF with the concerned agencies are also to be submitted with the bill.

9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the CICR Sirsa/Nagpur. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
11. That the Firm shall issue uniforms to all their employee engaged, which S/He shall wear while on duty.
12. That the firm shall issue identity card to each of the workers engaged for entry into CICR, RS, Sirsa premises.
13. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Head, CICR, RS, Sirsa may cancel the contract.
15. **That the Firm agrees to discharges all their legal obligations in respect of their workers in respect of their wages & service conditions & 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 Compassion Act, 1943, E.P.F. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified CICR, RS, Sirsa on account of any failure to comply with the obligations under laws or damage to CICR, RS, Sirsa due to acts/omissions of Firm.**
16. It is also agreed that under no circumstances, the volunteer and/ or the employee / workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the CICR, RS, Sirsa and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. firm shall indemnify and keep indemnified the CICR, RS, Sirsa 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 CICR, Rs, Sirsa.
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. / State Govt. as applicable relating to this contract.
18. In case of any loss or damage to the property of the Council at which is attributable to the firm, the full damages will be recovered from the firm.
19. The Firm shall not transfer its right or sub- contract to anyone else.
20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. 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 diligently and honestly.
22. In case of any accident! Loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the Firm.
23. 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.
24. The firm shall provide a Coordinator for immediate interaction with the organization.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

1. An amount 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 CICR, RS, Sirsa and if no action is taken within one hour liquidated damages clauses will be involved.
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 Director, CICR, Nagpur 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. _____

Head

ICAR – CICR, RS, Sirsa
(for the Institute)

Annexure - III

(TO BE PRINTED ON RS.100 NON JUDICIAL STAMP PAPER BY THE HIRING ORGANIZATION)

AGREEMENT

Article of Agreement made this day, the _____ between Shri / Smt./ Kum. _____ son / daughter of _____ residing presently at _____ (the first party) and Director, RS, Sirsa the second party.

Whereas the second party has agreed to hire services of first party for ¹_____ in short ²_____ on contract basis for the ³_____ programme funded fully/ substantially by ⁴_____ and the first party has agreed to provide these services to the second party in that capacity for the period _____ on the terms and conditions herein after contained.

NOW THESE PRESENT WITNESSES AND BOTH THE PARTIES HERE TO RESPECTIVELY AGREE AS FOLLOWS:

1. **PERIOD OF CONTRACT:**

- (i) The period of contractual appointment shall be from ____/____/_____ to ____/____/_____.
- (ii) The period of contract can however be extended by mutual consent for a period of not more than one year at a time but will not in any case exceed five years in all or the date on which the plan scheme/project closes, whichever is earlier. In case of external funding for project stops before the normal date of closure for any reason whatsoever, agreement shall stand terminated automatically at the end of one month from the date of such intimation by second party to the first party.

2. **SERVICES TO BE RENDERED AND CONSIDERATION THEREOF:**

- (i) The first party will present himself /herself at the place and time designated by the second party and render services to the second party broadly designated as and described in detail in a job chart.
- (ii) In consideration of the services desired in (i) above, the second party shall pay a consolidated package amount of Rs. 9 per month.

3. **RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED:**

- (i) Monthly package amount shall be paid only on submission of monthly bill of service rendered to the satisfaction of second party or his/ her authorized officer. First party will submit bill on the fifth of the following month and second party will arrange to make payment upto 15th of the following month.

4. **ANNUAL REVISION:**

Second party based on quality and efficiency of services rendered in the preceding year, may on its discretion, revise!" the consolidated package by an amount not exceeding 10%Y. of preceding year's package amount for the ensuing year.

5. **ACTION AGAINST FIRST PARTY:**

- (i) Any misconduct on the part of the first party, if proven, after an enquiry by second party shall entitle second party to terminate services of first party.

(ii) Any unauthorized or willful absence from duty for a period of 7 days would entitle second party to terminate contract without any notice.

6. **TERMINATION OF CONTRACT:**

- (i) The contract can be terminated with notice of one month on either side or by depositing / paying one month's package /contract amount in lieu of notice.
- (ii) Second party or any authority approving contractual appointment with first party shall be competent authority for termination of contract etc.
- (iii) The agreement/Contract period shall stand terminated automatically on expiry of stipulated period if not extended prior to stipulated date. First party will not be entitled for any claim for services rendered after expiry of stipulated date of contract.

7. **STANDARDS OF SERVICE:**

The first party shall carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and will conduct itself in a manner consistent herewith otherwise will be liable to action under the agreement.

8. **GENERAL:**

This contract is issued on the understanding that all the information given by the first party in his/her application form and during the interviews is correct, true and complete, if it is found at any time that the information given when seeking appointment is not complete and true and/or any significant information has been knowingly suppressed, the second party will have the right either to withdraw the letter before first party joins or terminate appointment at any time the first party has taken up services with the second party without any notice or compensation.

()
Signed by First Party
by Authorized signatory

Name:

Address:

Dated:

WITNESS

Signature

Name:

Address:

()
Signed
by the Second Party

Name: Head

ICAR – CICR, RS,
Sirsa,

Address:

Dated:

WITNESS

Signature

Name:

Address:
