

TENDER DOCUMENT

(ANNUAL CONTRACT OF CANTEEN
FOR PROVIDING TEA, BREAKFAST,
LUNCH, DINNER ETC.)

2017 – 18



भाकृअनुप – केन्द्रीय कपास अनुसंधान संस्थान
पोस्ट बैग नं. 2, शंकर नगर पोस्ट ऑफिस, नागपुर – 440010



ICAR – CENTRAL INSTITUTE FOR COTTON RESEARCH

POST BAG NO.2, SHANKAR NAGAR POST OFFICE, NAGPUR - 440010

ISO 9001 – 2008 Certified

—: कार्यालय :—

खापरी फाटा के पास, पांजरी, वर्धा रोड, नागपूर – 441108
(फोन नं. : 07103 – 275637 / 38 / 39, फॅक्स : 07103 – 275529)

Near Khapri Phata, Panjari, Wardha Road, Nagpur - 441108
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Website: www.cicr.org.in, E-mail: cicrnagpur@gmail.com
{Location: Near Khapari Phata, Panjari, Wardha Road, Nagpur – 441 108}

ISO 9001-2008 Certified

F. No. (15)St/Work Contract/Canteen/HQ NGP/2017-18

Date: 21.10.2017

NOTICE INVITING TENDER

Sealed tenders are invited on behalf of Director, ICAR-CICR, Panjari, Wardha Road, Nagpur from the reputed firms for the execution of Annual Work Contract of Canteen for Providing Tea, Breakfast, Lunch, Dinner etc. at CICR, Panjari Farm, Wardha Road, Nagpur on contractual basis for a period of one year.

Name of the Work	Tender Fees	EMD	Period of Contract
As per Annexure - I	₹ 100/-	₹ 10,000/-	12 Months

Security Deposit : 10,000/- (in the shape of Demand Draft).

For Downloading of Tender Document please visit our website www.cicr.org.in

Date of download & Submission of Tender document 24.10.2017 at 10:30 Hrs.

Last date & time for submission of bid 18.11.2017 at 13:00 Hrs.

Sd/-

Sr. Administrative Officer



भा.कृ.अनु.प. - केन्द्रीय कपास अनुसंधान संस्थान
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{Location: Near Khapari Phata, Panjari, Wardha Road, Nagpur – 441 108}

ISO 9001-2008 Certified

F. No. (15)St/Work Contract/Canteen/HQ NGP/2017-18

Date: 21.10.2017

REQUEST FOR PROPOSAL (RFP)

FOR

Annual Contract of Canteen for Providing Tea, Breakfast, Lunch, Dinner etc. at
CICR, Panjari, Wardha Road, Nagpur on contractual basis for a period of one year.
(Refer Annexure - I)

1	Date of Download & Submission of Tender Document	24.10.2017 at 10:30 Hrs.
2	Last date & time for submission of bid	18.11.2017 at 13:00 Hrs.

Sd/-
Sr. Administrative Officer

Annexure I

REGISTERED WITH ACKNOWLEDGEMENT DUE

F. No. (15)St/Work Contract/Canteen/HQ NGP/2017-18

Date: 21.10.2017

NOT TRANSFERABLE ICAR-CENTRAL INSTITUTE FOR COTTON RESEARCH, NAGPUR

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE CONTRACT FOR Execution of Annual Contract of Canteen for Providing Tea, Breakfast, Lunch, Dinner etc. at CICR, Panjari, Wardha Road, Nagpur on contractual basis for a period of one year.

- A. Cost of Tender Form (₹ 100/-) (Rs. One hundred only) in shape of D.D.
- B. Last date of submission of Tenders 24.10.2017 (01:00 PM)
- C. Tender document to be opened at time 18.11.2017 (02:00 PM)
- 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 **website** www.cicr.org.in

NOTE:

1. **The Director, ICAR-C.I.C.R. Nagpur** 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.

भा.कृ.अनु.प. - केन्द्रीय कपास अनुसंधान संस्थान, नागपुर - 440010
ICAR – CENTRAL INSTITUTE FOR COTTON RESEARCH,
P.B. No. 02, Shankar Nagar Post office, Nagpur 440010.
(An ISO 9001-2008 Certified organization)

Note:- All communications must be addressed to The Director, C.I.C.R., P. B. NO. 02 Shankar Nagar Post Offices, Nagpur - 440010.

From: **The Director,**
ICAR-CICR, Nagpur

To
Dear Sir(s),

1. The bids should be furnished in **Single Bid system**. The 'Technical details' should contain the following document as per the terms & conditions of the Quotations. The quotation would be out rightly rejected in the event of non-furnishing of any of the following documents :
 - a) Proof of Registration with the State Sales Tax / Value Added Tax Act. and it's no dues Certificates.

- b) Proof of Income Tax Assessment / Return for the last three years.
 - c) Proof of Annual Turn Over which should not be less than Rs. 5.00 lakhs each for the last three years.
 - d) Demand draft for the Earnest Money Deposit.
 - e) The firm having at least three years experience of running Govt. / ICAR Canteen.
 - f) Registration firm certificate and valid food license may be enclosed.
 - g) Any other documents enclosed may be separately.
2. The "Price Bid" should contain as per Annexure-A.
 3. The bid should be submitted in a sealed cover duly superscribed as "**Tender for Providing Canteen Services**".

TERMS AND CONDITIONS

1. a) **Rent for Space:** Canteen area in three parts (i) kitchen (ii) service area (iii) sitting area will be provided to the contractor for ₹ 5,000/- per month.
2. Existing furniture for use within the canteen premises will be provided by the Office.
3. The contractor will have to make arrangement for cleanliness of canteen and its surroundings to the satisfaction of the Competent Authority and committee members. The contractor shall also be responsible for the safe and hygienic disposal of the canteen waste etc.
4. The contractor shall arrange for items i.e. superior quality crockery, utensils, boilers, juice machine, cooking gas cylinders, cooking store etc., and items of similar nature of good quality as approved by the Institute / Office at his own cost and maintain the said items in proper and hygienic conditions for due discharge of obligations in respect of running of canteen. Separate superior quality crockery may be maintained for Executive Meetings from time to time.
5. The contractor will have to provide its employees including cook & helpers in proper uniforms for service in the canteen as also for the service in rooms / sections as & when required.
6. The timings of the canteen will be as prescribed by the Office from time to time subject to change. Skeleton services will also be provided beyond office 16:30 hrs.
7. **Service:** The contractor will be required to provide canteen service in the canteen premises and also in various rooms in Office as well as in Conference Hall / Seminar Hall / meeting room of the Office, as & when required.
8. **The contractor will have to supply dry items like biscuits, tea, coffee, milk, Cold drinks (of Branded Companies) mineral water (bottle jars of Aqua Fina , Bisleri etc.) to Office and to other senior officers in the Office at Discounted rates on MRP as & when required.**

9. The contractor shall employ only such persons as declared medically fit as certified by the Govt. Hospital. No such employee should be under the age of 18 years. Documentary evidence will be provided by the contractor.
10. **The contractor will be fully responsible for the cleanliness breakage and damage done to the building and sanitary, electrical and any other fittings and fixtures installed in the space provided to him by the Office for the purpose of preparing lunch, tea and coffee. Furniture provided to the contractor will be maintained properly. Any loss /damage to the same will have to be made borne by the Contractor.**
11. Materials used for cooking purpose tea, coffee, spices, food stuffs, vegetable etc. of good quality only will be used. The Director, CICR reserves the right to inspect the materials at any time.
12. The contractor will have to employ the required staff (i.e. the cooks & helpers) at his own cost and bear all the statutory and other liabilities for running the canteen. The contractor will have to pay the minimum wages as per rules. Notifications issued from time to time, EPF and Bonus etc. as per Employees Provident Fund Act.
13. 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 / Institute 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, ICAR-CICR shall be final and binding on the contractor.
14. The contract will be awarded for one year from the date of signing the agreement and which can be further extended by the Director, ICAR-CICR upto maximum period of two years on the same rate, terms & conditions. The Director, ICAR-CICR on such terms and conditions as may mutually be agreed upon between the parties. The Director, ICAR-CICR reserves the right to terminate the contract at any time after giving three months notice, if the Director, ICAR-CICR is not satisfied with the working of the said contractor. The decision of the Director, ICAR-CICR in this regard shall be final and will be binding on the contractor. The contractor, if so desires, may seek termination of the contract by giving written notice of not less than three months duration during the agreement period.
15. Successful bidder will have to enter into a detailed contract agreement with CICR on non-judicial stamp paper worth ₹ 100/-.
16. No manpower will be provided by CICR from the Office.

17. The contractor will submit the bills relating to official tea, lunch, material supplied on monthly basis, after completion of the month and the payment will be processed accordingly. No advance payment will be made to the contractor.
18. **An Earnest Money Deposit, Each tender must be accompanied with earnest money deposit (EMD) of (₹ 10,000/-) (Rs. Ten Thousand only)** in the form of DD/pay order of any nationalized scheduled bank payable at Nagpur and drawn in favour of **“The Director, ICAR-CICR, Nagpur”**. The tenders will not be considered if earnest money is not deposited with the tenders. The earnest money shall be refunded without interest after deposit of security money by the successful bidder.
19. The successful bidder will be required to deposit security money **₹ 10,000/- (Rs. Ten Thousand only)** in the shape of Demand Draft in favour of “Director, ICAR-CICR, Nagpur”, payable at Nagpur which shall be refunded after the termination of contract.
20. Bidder shall have the GST Registration number.
21. Bid should be valid upto 90 days from the date of quoting the rate.
22. In case the contract is sublets, the contract may be terminated & performance security be forfeited.
23. Contractor will display the approved rates of all the eatables to be sold by him in the canteen at the rate approved by the Director, CICR, Nagpur. Contractor will also serve item article during committee/meetings as & when required.
24. Contractor will not increase the rates of service items during the period of contract without permission of competent authority.

Yours faithfully,

Sd/-

**Sr. Administrative Officer
For and on behalf of the Director
C.I.C.R. P.B.No.2,
Shankar Nagar, Post office,
Nagpur- 440010.**

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

Signature of the Tenderer

PRICE BID

Name of the Work: Providing Foods – Tea, Breakfast, Lunch, Dinner etc. at CICR, Panjari, Wardha Road, Nagpur including upkeeping of canteen and cooking arrangements one cook & 2 helpers during 2017-18.

S.N.	Name of Items	Quantity	Rate (₹)
1.	Hot Tea per cup (Readymade)	100 ml.	
2.	Hot Tea per cup with Tea Bag, sugar cubes, milk (during meeting)	100 ml.	
3.	Hot Coffee per cup	100 ml.	
4.	Hot Coffee per cup with coffee pouch (branded), sugar cubes, milk (during meeting)	100 ml.	
5.	Breakfast: Poha/Chana/Upma/Idli/Bread Pakoda / Puri / Paratha / Butter / Bread Omlet / Kachori/ Samosa/ Batatewada / Sambhar Wada / Dosa / Uttapam / Cutlet etc. with Sambhar/Kadi and chatney freshly prepared	1 Plate (2 Pcs.)	
6.	Choley	150 gm	
7.	Choley Chawal	150 gm each	
8.	Working Lunch (Vegetarian) (100gm Rice, 04 Roti, 150 gm Dal, Seasonal Sabji/Veg, Normal Salad, Pickle etc.) (Limited Lunch)	1 Lunch	
9.	Working Lunch Special unlimited (Vegetarian) (Rice, Roti, Dal, Seasonal Sabji, Normal Salad, Achar etc.) (with Curd & One Sweet) For Buffet System (during meeting)	1 Lunch	
10.	Dinner (Veg) (4 Nos. Roti, one Katori Rice, Veg Dry, one katori Dal, Curd, Papad, Pickle & Salad etc.) (Limited Dinner)	1 Lunch	
11.	Vegetarian Special Dinner (Roti/Puri / Paratha, Rice Jeera / Pulao, Veg dry / Subji , Dal Fry/Tadka, Curd/Raita, Sweet/Ice Cream Papad, Pickle, Soup & Salad) For Buffet System	1 Lunch	
12.	Curd, Milk, Sweets, Fruits, Biscuit, Chips, Namkeen etc.	MRP	
13.	Juice (Seasonal Fruits), Cold Drink, Soft Drink, Mineral Water Bottle (Standard Size), Ice Cream (60ml) etc.	MRP	

Signature of the Tenderer

ANNEXURE - II

DRAFT SPECIMEN AGREEMENT

This agreement is made at(place)..... On..... (month/year) day of between Central Institute for Cotton Research, Nagpur.(hereinafter 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. Nagpur has decided to assign the annual contract for “**Running Canteen**” at C.I.C.R., Panjari, Wardha Road ,Nagpur. 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, Nagpur 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 contract for “**Running Canteen**” at C.I.C.R., Panjari, Wardha Road, Nagpur.
- 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 all times and for all purpose be deemed to be employee of the firm and the C.I.C.R. Nagpur shall have no liability on this account in any manner.
- 5 That the Firm shall ensure that all persons deployed at C.I.C.R. Nagpur premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
- 6 The C.I.C.R. Nagpur shall have the right to ask for the removal from the C.I.C.R. Nagpur premises any personnel considered by the CICR Nagpur to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the CICR, Nagpur.
- 7 The manpower deployed by the Agency should work as per the working days and timings of the CICR Nagpur No extra wages will be paid for attending office on weekends, holidays and late - sitting.
- 8 Monthly consolidated charges of Annual contract for “**Running Canteen**” at CICR Nagpur 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 Council. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Council/Institute 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.
- 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 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 employees engaged, which they shall wear while on duty (optional).

- 12 That the firm shall issue identity card to each of the individual engaged for entry into CICR Nagpur premises (optional)
- 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 Director, CICR Nagpur may cancel the contract.
- 15 That the Firm agrees to discharge 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 Compension Act, 1943, E.P.F. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified CICR Nagpur on account of any failure to comply with the obligations under laws or damage to CICR Nagpur due to acts/omissions of Firm.
- 16 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 CICR, Nagpur and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. firm shall indemnify and keep indemnified the CICR, Nagpur 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, Nagpur.
- 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 Horne 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 Co-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 ₹ 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 Nagpur and if no action is taken within one hour liquidated damages clauses will be involved.
2. Any misconduct/ misbehaviour 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 ₹ 500/- per worker per day will be deducted from the bill.

The decision of The Director, ICAR-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. _____

DIRECTOR
For C.I.C.R. Nagpur
(for the Institute)

Annexure-III

(TO BE PRINTED ON ₹ 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, CICR, Nagpur. 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 ____/____/2017 to ____/____/____2018.
- (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 attached as Annexure-HI (a) 8 to this agreement.
- (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. **OTHER TERMS AND CONDITIONS:**

As per Annexure-III(c).

5. **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.

6. **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.

7. **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.

8. **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.

9. **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: DIRECTOR
CICR, Panjari,
Wardha Road,
Nagpur

Address:
Dated:

WITNESS

Signature
Name:

Address:

Annexure-III (A)

Explanatory Memorandum

(For Superscripts marked in the Agreement)

Columns/blanks not applicable may be marked as 'Not applicable'

1. Describe the work to be performed by the first party broadly and in brief e.g. providing medical services in rural areas/ providing data entry services/providing teaching services for students in class I to V etc.
2. Give a short designation for his work (avoid using a designation already in use for Government employees under service rules).
3. Mention the name of Centrally Sponsored Scheme, State Plan scheme or any Project for which being engaged.
4. Mention the name of funding agency like Government of India, ADB, World Bank and so on. If the payment is to be made from Institute Budget, please write 'Not applicable'.
5. Mention the date when the contract shall come into effect.
6. Mention of date upto which contract will subsist i.e. the date of disengagement of first party.
7. Repeat as at 2.
8. Describe the service expected to be rendered by the first Party. An example is at Annexure-I (a).
9. State the amount at which first party has been engaged.
10. Decide this increment amount by keeping in view first party's absolute and relative performance. Highest possible increases are to be given to not more than 10% of contract service providers.
11. The contractual appointee may be allowed to travel on duty in bus/ rail as per entitlement which may be like this.
 - (i) Contractual appointee availing package below Rs 10,000/- per month be allowed to travel in deluxe bus and second class in rail.
 - (ii) The appointee availing package above Rs. 10,000/- be allowed in delux bus and III AC in Rail. No Air Journey be allowed, no taxi, and no own car shall be allowed for making journey.
12. Daily allowance may be determined @ 0.75% of consolidated amount for service providers manual, clerical ministerial, computer services and @ 0.50% (minimum Rs. 75/-) for professional/officer services.

Annexure-III (B)

OTHER TERMS AND CONDITIONS OF ENGAGEMENT OF FIRST PARTY

- (i) **Leave**: 20 days leave in a calendar year shall be allowed to first party on proportionate basis e.g. if first party joins on 1st July then he/she shall be allowed 10 days leave. Similarly, if he/she is appointed from 1st December, then he/ she shall be allowed leave of $\frac{Yz}{12}$ day only. Leave shall accrue on monthly basis. However, second party can permit use of leave to accrue during a calendar year only in advance for deserving reasons. Unveiled leave shall stand lapsed at the end of calendar year.
- (ii) **Maternity Leave**: Maternity leave up to two months each for maximum two children would be admissible to female employees.
- (iii) **Gazetted/ Restricted holidays**: Holidays gazetted by Central/respective State Govt. shall be admissible to first party. However, no restricted holidays shall be admissible.
- (iv) **Permission for leaving Headquarters**: First party will not leave headquarters without prior permission of second party or his/her authorized in this regard.
- (v) **Travelling Allowance**: In case of tour as directed by second party, first party shall be eligible for travelling allowance as under:
 - (a) **Travel Cost**: First party shall be provided reimbursement of travel cost on production of tickets of class _____ (here specify his/her entitlement)" .
 - (b) **Daily Allowance**: The first party shall be allowed daily allowance at the rate of Rs, _____ per day¹²
 - (c) **Local Transport**: Rs.3/- per km from office/ residence to Bus/ Railway stations & Vice versa.
- (vi) **Annual Appraisal**: An Annual Appraisal Report will be prepared by second party on the basis of monthly report, which shall also form basis of extensions of agreement period shall be under condition No.1 and annual revision under condition No.5 of the Agreement. Proforma for appraisal report may be prescribed by Director of the Instt.
- (vii) First party shall not be entitled for any Government accommodation.
- (viii) First party shall not be entitled for any regularization or any special preference in regular recruitment.
- (ix) First party shall not be provided any loans and advances by the second party.
- (x) No bonus shall be payable to first party.
- (xi) No terminal leave shall be admissible on termination of the contract.
- (xii) TDS on income, if due, shall be recovered from package payable to first party.
- (xiii) **General Conditions, ethics and observance**:
 - (a) The first party shall observe general satisfactory conducts and ethics at the level expected under orders/rules and instructions issued by higher authorities/second party.
 - (b) The first party shall be non-transferable.
 - (c) The first party will not accept any full time/part time employment or engage in any other work, business occupation or pursue any study course without the prior approval of the second party.
 - (d) All manufacturing or construction department/ organizations/ consultancies etc., with which the first party might be associated with, will not be eligible to participate in bidding for any goods or works/consultancy etc. resulting from or associated with the project of which this party assignment forms a part.
 - (e) In case uniform/livery is compulsory, the first party will comply the instructions, for which no extra payment will be made by second party.
