

TENDER DOCUMENT

(ANNUAL CONTRACT FOR OUTSOURCING
SERVICES OF HIGHLY SKILLED,
SKILLED/CLERICAL, SEMI-SKILLED,
UNSKILLED WORK)

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, नागपुर – 441108
(फोन नं. : 07103 – 275637 / 38 / 39, फॅक्स : 07103 – 275529)

Near Khapri Phata, Panjari, Wardha Road, Nagpur - 441108

(Phone No. 07103 – 275637 / 38 / 39, Fax : 07103-275529)

Website: www.cicr.org.in, E-mail: cicrnagpur@gmail.com



भा.कृ.अनु.प. - केन्द्रीय कपास अनुसंधान संस्थान
पोस्ट बैग सं. 2, शंकरनगर पोस्ट ऑफिस, नागपुर -440 010
ICAR - CENTRAL INSTITUTE FOR COTTON RESEARCH
POST BAG NO 2, SHANKAR NAGAR POST OFFICE NAGPUR - 440 010(M.S) INDIA
Tel. Phone: 07103-275536, Fax: 07103-275529, EPBAX: 07103275637/38/39/49/17



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. (11)St./Outsourcing Services/Job Contract/NGP/2017-18

Date.: 20.10.2017

NOTICE INVITING TENDER

Online bids are invited on behalf of Director, ICAR-CICR, Panjari, Wardha Road, Nagpur under two bid systems i.e. Technical Bid and Financial Bid through e-procurement system from registered/well-established/reputed firms for providing the outsourcing services of Highly-Skilled, Skilled/Clerical, Semi-skilled & Unskilled work for a period of one year.

Name of the Work	Tender Fees (D.D.)	EMD	Period of Contract
As per Schedule II	NIL	₹ 4,50,000/-	12 Months

Security Deposit : ₹ 7,50,000/- in the form of Demand Draft

For Downloading of Tender Document please visit www.eprocure.gov.in

Date of release of Tender through e-procurement 24.10.2017 at 10:30 Hrs.
Bid Submission Start date/time 27.10.2017 at 09:30 Hrs.
Last date & time for submission of bid 20.11.2017 at 12:00 Hrs.
Date & Time for opening of technical bid 21.11.2017 at 13.30 Hrs.

Sd/-

Sr. Administrative Officer



भा.कृ.अनु.प. - केन्द्रीय कपास अनुसंधान संस्थान
पोस्ट बैग सं. 2, शंकरनगर पोस्ट ऑफिस, नागपुर -440 010
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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. (11)St./Outsourcing Services/Job Contract/NGP/2017-18

Date.: 20.10.2017

REQUEST FOR PROPOSAL (RFP)

FOR

Annual Contract for Outsourcing Services of (1) Highly Skilled, (2) Skilled/Clerical, (3) Semi-Skilled, (4) Unskilled work.

1	Date of release of Tender through e-procurement	24.10.2017 at 10:30 Hrs.
2	Bid Submission Start date/time	27.10.2017 at 09:30 Hrs.
3	Last date & time for submission of bid	20.11.2017 at 12:00 Hrs.
4	Date & Time for opening of technical bid	21.11.2017 at 13.30 Hrs.
5	Financial Bid to be opened separately under intimation to technically qualified parties.	

REGISTERED WITH ACKNOWLEDGEMENT DUE

F. No. (11)St./Outsourcing Services/Job Contract/NGP/2017-18

Date.: 20.10.2017

NOT TRANSFERABLE
ICAR – CENTRAL INSTITUTE FOR COTTON RESEARCH, NAGPUR
(ISO 9001-2008 Certified)

INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE CONTRACT FOR EXECUTION OF **“ANNUAL CONTRACT FOR OUTSOURCING SERVICES OF HIGHLY SKILLED, SKILLED/CLERICAL, SEMI-SKILLED, UNSKILLED WORK”** AT C.I.C.R. PANJARI, WARDHA ROAD, NAGPUR FOR A PERIOD OF **ONE YEAR**.

- A. Cost of Tender Form (NIL)
- B. Last date of submission of Online e-Tenders 20.11.2017 (12:00 PM)
- C. Technical Bid to be opened at time 21.11.2017 (01:30 PM)
- D. E-Tender to remain open for acceptance up to 90 days from the date of opening.
- E. E-Tender document is also available at www.eprocure.gov.in
- F. E-Tender should be only submitted through www.eprocure.gov.in website.

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),

Online e-tenders are hereby invited on behalf of the Director, C.I.C.R. Nagpur under two bid systems i.e. Technical Bid and Financial Bid from the reputed firms/contractors/agencies for the:-

1. Execution of **“ANNUAL CONTRACT FOR OUTSOURCING SERVICES OF HIGHLY SKILLED, SKILLED/CLERICAL, SEMI SKILLED & UNSKILLED WORK”** at **C.I.C.R. Panjari, Wardha Road, Nagpur for a period of one year**. 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 tenderers forms and its schedules. Please upload your rates in the e-tenders form (BOQ)

if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

2. **The complete tender in PDF format can be downloaded from the website <http://eprocure.gov.in>. The bidders who are desirous of participating in e-procurement shall submit their Technical bids, commercial bids (BOQ) etc. in the standard formats prescribed in the Tender/Technical documents, displayed at www.eprocure.gov.in. The bidders should upload the scanned copies of all relevant certificates, documents etc. in www.eprocure.gov.in in support of their Technical bids/Commercial bids for technical qualification and fill the BOQ document in the website for Finance bid/ Price bid. The relevant documents as per Schedule-I are required to be submitted along with bids.**
3. **The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process. Signing of Tender: The bidder should download the Notice Inviting Tender (NIT) and again upload at the time of submission of tender after verification and signing with his DSC. The bidders should sign the under taking letter as per Annexure enclosed and upload the scanned copy of the same with NIT.**
4. **An Earnest Money Deposit, Each tender must be accompanied with earnest money deposit (EMD) of (₹ 4,50,000/-) (Rs. Four lakhs fifty 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”. Firm is to attach scanned copy of EMD on e-procurement portal along with Technical Bid. Further original EMD i.e. in hard copy should reach before closing to Director, ICAR-CICR, Nagpur. The tenders will not be considered if earnest money is not deposited with the tenders.**
5. The tenderer is being permitted to give tender in consideration of the stipulations on his part that after submitting his tender, 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 stipulations 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 him after he has applied for the same, in the manner prescribed by the Institute.
6. The Schedules of the tenders 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 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.
7. 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 sale 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.

8. 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.
9. 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 tender 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 Council / 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.
10. The rates quoted by each firm for service contract in tender be given both in figures in BOQ 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.
11. The Institute is not bound to accept the lowest or any other tenders and also reserve 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 tender that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tender shall not be accepted.
12. **An amount ₹ 7,50,000/- (Rupees Seven Lakhs fifty thousand only) 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.**
13. **No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.**
14. GST 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, any other 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.
15. The Director, ICAR-CICR, Nagpur 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.
16. The Director's decision 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 of settlement dispute shall be referred to the sole arbitrator to be appointed by The Director, CICR, Nagpur. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Proceedings of arbitration shall be governed by the Arbitration & Constitution Act, 1996.

17. Acceptance by this Institute will be communicated by 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 Speed Post / e-mail etc. should be acted upon immediately.
18. **The following documents/vouchers should be MANDATORILY uploaded with the e-tender (Technical Bid) form which are the terms and conditions of the tender's document :-**
- a) Registration certificate of the firm under the work contract of the State Govt. / Central Govt.
 - b) Minimum turnover of the firm not less than ₹ 1.00 Cr. (Rs. One Cr. only) during the last three financial years (2014-15, 2015-16 & 2016-17).
 - c) Last two 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 of the minimum 100 workers/labours in relevant field with all the necessary documents/certificates.
 - d) Certified Balance Sheet of the firm for last three years (2014-15, 2015-16 & 2016-17) 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) Challan of the ESI/EPF with experience certificate in the relevant field with the copies of the work order of the relevant field. Copy also be enclosed.
 - j) Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 100 nos. (Staff/Supervisors) required with their ESI & EPF contributions. 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 CICR on non-judicial stamp paper of Rs. 100/- (Rs. One Hundred Only) for each work.
 - n) **Documentary proof should be uploaded as per Schedule – I (Technical Bid)**.

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.**

**TENDERS FOR THE CONTRACT FOR ANNUAL CONTRACT FOR
“OUTSOURCING SERVICES OF HIGHLY SKILLED, SKILLED/CLERICAL,
SEMI-SKILLED, UNSKILLED WORK”**

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, DIRECTOR,
C.I.C.R. P.B.No.2,
Shankar Nagar, Post office,
Nagpur- 440010

I / We have read all the particulars regarding the General information and other terms and conditions of the contract for execution of ANNUAL CONTRACT FOR **“OUTSOURCING SERVICES OF HIGHLY SKILLED, SKILLED/CLERICAL, SEMI SKILLED, UNSKILLED WORK”** 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. I/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. Demand Draft of ₹ 4,50,000/- (Rs. Four lakhs fifty thousand only) drawn in favour of The Director, C.I.C.R. Nagpur and payable at is enclosed as earnest money required. DD should be sent to ICAR-Central Institute for Cotton Research, Wardha Road, Khapri Phata, Nagpur 441108 before closing date of e-tender.

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:

PART – I
TECHNICAL BID
PROFILE OF THE COMPANY

1. EMD ₹ 4,50,000/- DD No. _____ Bank _____ Date _____
 (Refundable)

Sl. No.	Particulars of the Items	Upload the scanned copy	Page No.
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 (Attached copy of Registration Certificate and partnership deed in case of Partnership firm Memorandum of Association, incorporation Certificate and Article of Association in case of Company registered under Indian Companies Act 2013 or prior companies act) Copy of relevant registration certificate in case of other form.		
5.	For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to 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 the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration		
ii)	If the 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 partner		
6.	Name and Full Address of your Banker's		
7.	Your Permanent Income Tax No. I Circle/ Ward		
8.	Earnest Money Deposited: (Yes/No)		
9.	Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders (Technical Bid)		
10.	Name of the Permanent Representative to be visiting CICR, Panjari, Wardha Road, Nagpur regarding the contract		
11.	Details of the Agency		
	a. Registration number With Office of the Regional Labour Commissioner (Central/State)		
	b. EPF Registration no.		
	c. ESI Registration no.		

	d. GST no.		
	e. I.T. PAN no./ TIN No.		
12.	Annual turnover during the last 3 years (copy of Audited Annual Accounts for the period 2014-15, 2015-16 & 2016-17)		
13.	Whether IT returns filed for past 3 Assessment Year (2014-15, 2015-16 & 2016-17). if yes, enclose the proof:		
14.	Provide list/details of EPF and ESI contributions of minimum 100 Nos. Staff & Challan Copy for the current year to be enclosed.		
15.	Any other information.		

Note:- The information required at serial no. 1 to 14 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.

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 : 20.11.2017 (Time: 12:00 PM)

Date of opening of Technical Bid : 21.11.2017 (Time: 01:30 PM)

Date : _____

Place: _____

***Authorized Signatory With Stamp
(TENDERER)***

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

SCHEDULE - I

PROFORMA OF FINANCIAL BID

The financial bid to be uploaded in website in BOQ only.

The tender will remain open for acceptance upto 90 days from the date of opening of bid.

To

**The Director,
C.I.C.R., Panjari, Wardha Road, Nagpur**

Sir,

I/We wish to submit our Tenders (Financial Bid) for “**OUTSOURCING SERVICES OF HIGHLY SKILLED, SKILLED/CLERICAL, SEMI SKILLED & UNSKILLED WORK**” at CICR, Nagpur” on the following rates.

Particulars	Highly Skilled per month (for 26 days*)	Skilled/Clerical per month (for 26 days*)	Semi-skilled per month (for 26 days*)	Unskilled per month (for 26 days*)
Total lump sum monthly charges for THE ANNUAL CONTRACT FOR “OUTSOURCING SERVICES OF HIGHLY SKILLED, SKILLED/CLERICAL, SEMI SKILLED AND UNSKILLED WORK” at CICR, Panjari, Wardha Road, Nagpur – 441108 as per the terms and conditions specified in the Tenders including all labour, material, transportation i.e. EPF, Service Tax, Service Charges etc. (Note: Not Below the current minimum wages notified by Govt. of India)				

* Including paid weekly off.

* **Refer – Schedule-I (PART – II)**

NOTE:

1. As per the Regional Labour Commissioner (Central) guidelines that CICR, Panjari, Wardha Road, Nagpur is covered under Area “A”, Zone-I i.e. within 15 kms. from the periphery/ boundary of the Nagpur Municipal Corporation.
2. As per the Deputy Chief Labour Commissioner (Central) guidelines the Minimum rates of wages include also the wages for weekly day of rest.
3. 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.
4. The Institute is presently non implemented area under **ESIC**. However, as & when covered accordingly to be followed as per the Act.
5. As per the Payment of Bonus (Amendment) Act, 2015 dated 1st January, 2016, Bonus is admissible at this Institute, **wages not exceeding ₹ 21,000/- per month, if exceeding then “NIL”**.

6. **“NIL” Service Charges will not be considered as per Ministry of Finance Department of Expenditure P.P. Division guidelines dt. 28.01.2014.**

7. 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. L1 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. _____

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PART - II**FINANCIAL BID****Break-up of Monthly charges to be claimed and actual to be paid**

S. N.	Description	Highly Skilled Per Month (for 26 Days)	Skilled/CLERICAL Per Month (for 26 Days)	Semi-skilled Per Month (for 26 Days)	Unskilled Per Month (for 26 Days)
	a) Monthly Wages*				
	b) EPF Contribution @ 13.36%				
	c) Other charges including bonus, gratuity, etc.				
A.	Total Cost per head (a + b + c)				
B.	Service Charges Per Man Power				
C.	GST@18% 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				
F.	Actual amount to be paid to the employee Per Man Power				

* Including paid weekly off.

Signature _____

Name & Address of the Firm _____

Telephone No./Mobile No. _____

GENERAL INFORMATION & OTHER TERMS & CONDITIONS FOR THE EXECUTION OF THE ANNUAL CONTRACT FOR “**OUTSOURCING SERVICES OF HIGHLY SKILLED, SKILLED/CLERICAL, SEMI SKILLED AND UNSKILLED WORK**”

(The C.I.C.R. under ICAR is the Institute for research on Cotton. It is located on Wardha Road 15 KM away from Zero mile having an area of 176 ha.)

1. *The personnel's so deployed should follow strict discipline, be punctual & sincere in attendance. Alternative arrangements are to be made by the agency whenever anyone of staff/supervisor will be on leave under intimation to this office.*
2. *Changing of Staff should be intimated to: I/c Sections / Divisions / Sr. A.O.*
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 The 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. *The staff provided by the contractor should be capable of reading and writing Hindi and English with a minimum qualification of **Matriculation**.*
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 by the Contractor/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 CICR.*
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'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**. 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.*
11. *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.*
12. *Payment for service contract will be made monthly upon submission of pre-receipt bill.*
13. *After physical inspection of the site, very detailed assessment/requirements of personnel for providing allied services at the CICR, Panjari, Wardha Road, Nagpur 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 CICR shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA 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 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, CICR shall be final and binding on the contractor.*
16. *Supervisor should maintain all the registers, which are kept in concerned Section.*
17. *The Contractor must employ adult Labour only Employment of child labour may lead to the termination of the Contract.*
18. *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.*
19. *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.*
20. ***The payment to contractor above ₹ 5,000/- 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.***
21. *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, ICAR-CICR, Nagpur.*
22. *The agency shall submit monthly bills for the services rendered during the preceding month on the subsequent three (3) working days and the Institute shall make payment through Electronic Transfer/RTGS within 10 working days after completion of the codal formalities. **The contract agency will make payment to employee through Electronic Transfer/RTGS in the first week (by 7th day of the month) of the next month without a waiting for payment of the bill from CICR, Nagpur.***

LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contract amount. Subject to a minimum 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* 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, Institute 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.

.....

ICAR - CENTRAL INSTITUTE FOR COTTON RESEARCH & TRAINING

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 **“OUTSOURCING SERVICES OF HIGHLY SKILLED, SKILLED/CLERICAL, SEMI SKILLED AND UNSKILLED WORK” at CICR, 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 **“OUTSOURCING SERVICES OF HIGHLY SKILLED, SKILLED/ CLERICAL, SEMI SKILLED AND UNSKILLED WORK” at CICR, 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 **“OUTSOURCING SERVICES OF HIGHLY SKILLED, SKILLED/CLERICAL, SEMI SKILLED AND UNSKILLED WORK” 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. GST 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 through e-mode 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 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 may issue identity card to each of the individual engaged for entry into CICR Nagpur premises (optional)
- 12 That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
- 13 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.
- 14 **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 Nagpur on account of any failure to comply with the obligations under laws or damage to CICR Nagpur due to acts/omissions of Firm.**
- 15 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.
- 16 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.
- 17 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.
- 18 The Firm shall not transfer its right or sub- contract to anyone else.
- 19 The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
- 20 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.
- 21 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.
- 22 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.
- 23 The firm shall provide a Coordinator for immediate interaction with the organization.
- 24 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 Nagpur 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. _____

DIRECTOR
For C.I.C.R. Nagpur
(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, 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 ____/____/____ 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.
- (iv) Wages to be revised as per guidelines of Labour Commissioner from time to time.

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: DIRECTOR
CICR, Panjari,
Wardha Road,
Nagpur

Address:
Dated:

WITNESS

Signature
Name:

Address:
