

TENDER DOCUMENT

(ANNUAL WORK CONTRACT FOR OUTSOURCING SERVICES OF SKILLED,
SEMI-SKILLED AND UNSKILLED AGRICULTURAL WORK)

2019-20

CENTRAL INSTITUTE FOR COTTON RESEARCH

(INDIAN COUNCIL OF AGRICULTURE RESEARCH)

REGIONAL STATION, SIRSA-125055(HARYANA)

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

Annexure 1

Registered with Acknowledgement Due

F. No. Outsourcing Services/Sirsa/2018-19

Date: 19.01.2019

NOT TRANSFERABLE

**CENTRAL INSTITUTE FOR COTTON RESEARCH
(INDIAN COUNCIL OF AGRICULTURE RESEARCH)
REGIONAL STATION, SIRSA-125055(HARYANA)**

INVITATION TO TENDRE AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE WORK CONTRACT FOR OUTSOURCING SERVICES OF SKILLED, SEMI-SKILLED AND UNSKILLED WORK AT CICR REGIONAL STATION,SIRSA.

A. Tender Processing fee(non refundable)Rs.NIL

B. Last date of receipt of Tenders in office is time on **11/02/2019 (01.00 PM. sharp)**

C. Tenders to be opened at time on **11/02/2019 (02.30 PM. sharp)**

D. Tenders to remain open for acceptance up to 90 days from the date of opening.

NOTE

1. The Director, ICAR- CICR, 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.

**CENTRAL INSTITUTE FOR COTTON RESEARCH
(INDIAN COUNCIL OF AGRICULTURE RESEARCH)
REGIONAL STATION, SIRSA-125055(HARYANA)**

Note: All communications must be addressed to The Head, ICAR- CICR, Regional Station, Sirsa.

From: M/s.....
.....

To

The Head, ICAR-CICR, Regional Station, Sirsa

Dear's Sir(s),

Sealed Tenders are hereby invited on behalf of the Director, ICAR- CICR, Nagpur for contract of:

- 1. Providing WORK CONTRACT FOR OUTSOURCING SERVICES OF SKILLED, SEMI-SKILLED AND UNSKILLED AGRICULTURAL WORK** at ICAR-CICR, 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 tender's 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 Rs.10,000/-(Rupees Ten thousand only) must be deposited with the tender in the form of demand draft/pay order payable to The Head, ICAR- CICR, Regional Station, Sirsa. The particular of the earnest money deposited must also be super scribed on the top of the tender document by indicating the draft/pay order No. & date. 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 his 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 him after he has applied for the same, in the manner prescribed by the Institute.
4. The Schedule 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 tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter alongwith the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders is not fully filled in individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constitute attorney of such sole proprietor or (ii) a partner of the firm if it to 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 the Institute within 10 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 on if on enquiry it appears that the persons so signing had no authority to do so, the Council/Instt. 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.

The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be super scribed” **WORK CONTRACT FOR OUTSOURCING SERVICES OF SKILLED, SEMI-SKILLED AND UNSKILLED AGRICULTURAL WORK. AT CICR REGIONAL STATION, SIRSA (HARYANA)** with address of this office and the tenderer shall place two envelopes clearly marked containing technical bid and financial bid separately in the main envelop. All Tenders should be sent by Regd.post. Tenders to be hand delivered should be put in the tenderers box, which will be kept in the office of Head, CICR, Regional Station, Sirsa not later than **11/02/2019 (01.00 PM. sharp)**

8. The rates quoted by each firm for the above work contract 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 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 behalf should be indicated in the tenders. Name and address of permanent representative of the tenderer if any may also be indicated.

9. 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. The maximum number of work/service quoted lowest will be treated lowest tender. 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.

10. An amount (Rs.20,000/-) (Rs. Twenty Thousand Only) as a 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.

11. No interest on security deposit and earnest money deposit shall be paid by the institute to the tenderer.

12. Minimum wages as prescribed by the Govt. of India/Govt. of Haryana from time to time, shall be payable to the personnel deployed for services to this office by the selected agency.

13. Service tax or any other tax applicable or made applicable after awarding the contract on the bill amount in respect of this contract shall be payable by contractor and CICR will not entertain any claim whatsoever in this respect. However the income tax 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. Director, CICR, Nagpur reserve 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. Decision of The Director, CICR, Nagpur 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 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. 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 the Institute will be communicated by Fax/Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Telegram/Express letter etc. should be acted upon immediately.
17. The Firm claiming rebate in service tax has to submit the documentary evidence in support to their annual turnover, certified copy of Chartered Accountant & self affidavit. In absence of the evidence, the tender will not be considered.
18. The following documents are required to be enclosed with the tenders 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/ Central Govt.
 - b. Three years experience of the firm in the field of providing such services in the Central Govt. Establishments/Autonomous bodies of Govt. of India/Corporation/private organization etc. provide the details in enclosed **Table Form**.
 - c. Certified balance sheet of the firm for last year of the service contract by the C.A.
 - d. Duly certified copies of the satisfactory services where the tenderer is providing the services for last three years.
 - e. Employees EPF registration certificate issued by State/ Central Govt.
 - f. Employees ESI registration certificate issued by State/ Central Govt.
19. The contractor/agency must have a registration with the Contract Labour (Regulation Abolition) Act, 1970. The Contractor shall obtain the labour licence under this Act.
20. Service Tax /GST registration certificate issued by Govt.
21. 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.
22. The Registration, PAN No. and Service Tax No. must be same i.e. either in the name of firm or name of individual.

Yours faithfully

Head of Station.

TENDERS FOR THE WORK CONTRACT FOR OUTSOURCING SERVICES OF SKILLED, SEMI-SKILLED AND 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./Mobile No.
Telegraphic address/Fax/Cellular No.
E-mail address/Web Site

From
M/S _____

To
The Head,
CICR, Post Box No.57,
Regional Station, Sirsa-125055(Hry.)

1. I/We have read all the particulars regarding the General Information and other terms and conditions of the contract for the **WORK CONTRACT FOR OUTSOURCING SERVICES OF SKILLED, SEMI-SKILLED AND UNSKILLED AGRICULTURAL 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-1 to this tender and I/we agree to hold this offer open till 90 days. The rates quoted will be communication acceptance dispatched within the prescribed time.
2. I/we have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. The following pages have been added to and from a part of this Tender. The Schedules-1 & 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.....dt.....of Rs.10,000/-(Rs. Ten thousand only) drawn in favour of The Head, ICAR-CICR,Regional Station,Sirsa and payable at is enclosed as earnest money required.

Yours faithfully,

Signature & seal of the Tenderer.

Telephone No. office
Mobile.

Witness _____
Address: _____
Occupation _____

SCHEDULE - I

PART - I

TECHNICAL BID
PROFILE OF THE COMPANY

(g) Tender fee Rs. NIL DD No. _____ Bank _____ Date _____
(Non-Refundable)

(h) 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 (i) Indian Companies Act, 1956 (j) Indian Partnership Act, 1932(Please give Names of partners) (k) 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 whether 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: (m) Registration Certificate of the Firm (n) Registration No. under Contract Act / License No (o) EPF Registration no. (p) ESI Registration no (q) Service Tax Registration no. (r) I.T. PAN No./ TIN No.	

(12)	Annual turnover of Manpower Contract of Rs.5 Lakhs during last three years(Copy of Audited Annual Accounts { 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.

Schedule –II

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE WORK CONTRACT FOR OUTSOURCING SERVICES OF SKILLED, SEMI-SKILLED AND UNSKILLED AGRICULTURAL WORK

The CICR, Regional Station, Sirsa under ICAR is the Regional Station of ICARCICR, 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:

Skilled Work

1. Typing work (working knowledge of MS Office) with typing speed of 30 p.w.m. it may also include Accountancy work/ computer operator.
 2. Data Entry / Data analysis
 3. Pest incidence and damage count
 4. Data collection from farmers and filling proforma.
 5. Characterization of germplasm accession
 6. Morphological Observation of plants
 7. Harvest time observation of plants
 - 8.
-

Semi-Skilled Work

1. Collect insects / pests
 2. Selfing and crossing of plants
 3. Preparation of labels – (Thread waxing)
 4. Ginning
 5. Delinting of seeds
 6. Grinding / powdering – soil/plant samples
 7. Diet preparation, reagent preparation
 8. Sample preparation – weighing, extraction / digestion etc.
 9. Sample collection
 10. Assistance laboratory analytical work (volume make up shaking, centrifuge, autoclave etc.)
 11. Diet preparation, reagent preparation
 12. Weed density and weed control
 13. Germination /plant stand
 14. Farm equipment maintenance testing and operation & any other work by whatever name which are of Semi-skilled nature.
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Unskilled Work

1. Sowing in fields, glasshouse and pots
2. Thinning and gap filling
3. Fertilizer application
4. Weeding and hoeing
5. Plant protection – spraying pesticides and other agrochemicals
6. Filling in pots – for pot house trails

7. Picking
 8. Uprooting and cleaning fields
 9. Pruning of cotton (wild species garden experimental fields etc.)
 10. Preparation of seed packets
 11. Assistance in layout and field preparation
 12. Irrigation and drainage
 13. Washing glassware/plastic ware and cleaning laboratory work tables & any other work by whatever name which are of unskilled nature.
 14. Lawn maintenance work and cleaning work
-

1. The hired laborers shall be trained and fully conversant with the works mentioned in the annexure.

2. The bill shall be submitted by the contractor monthly. T.D.S. shall be deducted from the bill as per rule.

3. The contractor should make necessary arrangement for the supervision of the work undertaken.

4. In case of any damages/loss due to the mishandling by the laborer(s) during the work, to any property of CICR, Regional Station Sirsa will have to make payment for the loss. If it is not done, the same losses will be recovered from the payment bill.

5. The Director, CICR, Nagpur shall have the right to impose any penalty by way of deduction from the bill for non satisfactory performance of the work by the personnel employed by the contractor.

6. In case the CICR is not satisfied with the work done, they will have to be redone by the contractor on their own responsibility.

7. In case of any dispute arising out of this contract provisions the decision of the Director, CICR, Nagpur shall be final and binding on the contractor.

8. Any compensation for disengagement on account of death, disability of any personnel provided for deployment in the CICR, RS, Sirsa during the contract period will be the responsibility and liability of the contractor even if such disability, manifests after the termination of assignment.

9. The contractor have to submit all relevant registers such as wage payment register to the Head, CICR, RS, Sirsa for inspection once in three months.

10. The Director, CICR, Nagpur is having the right to add or delete any provision of the terms and conditions of the contract and the contractor is binding by the same.

11. The Director of Institute further reserves the right to reject the contract without assigning any reasons thereof.

TERMS & CONDITIONS:

1. The Contractor should follow the weekly schedule very strictly as all operations are time bound.
2. The contractor shall not sublet the work without prior permission of the Institute.
3. In the financial bid the bidder must quote the rates in figures as well as in words.
4. The Director, reserves the right to reject any or all Tenders 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.
5. The staff provided should also maintain secrecy and discipline in the premises of Institute.
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 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 persons so provided by the agency under this contract will not be the employee of the Institute/Council and there will be no employer-employee relationship between the Council and the person so engaged by the contractor in the aforesaid services.
11. Payment for work contract will be made after monthly submission of pre-receipted bill along with detail of workers engaged and ECR detail with challan of EPF, ESI & Service tax related to actual workers.
12. After physical inspection of the site, very detailed assessment/requirements of personnel for providing allied services at the CICR RS, Sirsa shall have to be furnished along with the Tender. No request for alteration in the rates once quoted will be permitted within one year.
13. The rates to be quoted should include EPF, ESI, Service Tax & Service Charge including transportation cost, and taxes etc. The CICR shall not bear any extra charge on any account.
14. 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.
15. Income Tax will be deducted from the payments due for the work done as per rule.
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., relating to this contract made applicable from time to time.

19. The research activities are related to scientific experiments. Hence, the work must be completed with accuracy upto the satisfaction of scientists.

20 The payment to the hired workers has to be made as per state/center agricultural rates by transferring amount directly into their respective bank accounts and its proof alongwith the EPF, ESI & service tax documents has to be attached with bill for process of payment.

21. Rates must be quoted for agricultural labour only.

22. Risk Clause: 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 S.D. or pending bills or by rising a separate claim.

LIQUIDATED DAMAGES CLAUSE:

1. An amount of equivalent to two days of contract amount, subject to 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, RS, SIRSA and if no action is taken within one hour liquidated damages clause will be involved.
2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(S) will have to be replaced immediate The Director, Institute reserves the right to reject any or all Tenders in whole or in Part without assigning any reasons therefore. The decision of Director, CICR shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

Details of the experience/work done.

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

(Authorized Signatory)

3. **Last date of submission of sealed Tender:** 06/02/2019 (01.00 PM. sharp)
4. **Opening of tender on dated:** 06/02/2019 (02.30 PM. sharp)

Performa of Financial Bid

The Financial bid to be enclosed in a separate envelope.

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

The rates tendered will be for a period of one year from the date of acceptance of the rates.

To

The Head

Central Institute for Cotton Research,
Regional Station, Sirsa

Sir,

I/We wish to submit our Tenders (Financial Bid) for “**The Annual Work Contract for Outsourcing services of skilled, semi-skilled and unskilled agricultural work**” on following rates:

Particulars	Skilled per month (for 26 days*)	Semi-Skilled per month (for 26 days*)	Unskilled per month (for 26 days*)
Total lump sum charges for “ THE ANNUAL WORK CONTRACT FOR OUTSOURCING SERVICES OF SKILLED, SEMI-SKILLED AND UNSKILLED AGRICULTURAL WORK ” at CICR, Regional Station, Sirsa as per the terms and conditions specified in the Tender including all labour, material, transportation i.e. EPF, Service tax, Service charges etc. (Note: Not below the current minimum wages by Govt. of India)	1. Rates for agricultural worker: 2. EPF Contribution: 3. ESI: 4. Service Charges per Manpower(fix amount, i.e. not in %age): 5. Service Tax /GST (on Sr. no. 1-4): G. Total(both in figure & words):	1.Rates for agricultural worker:	1. Rates for agricultural worker:

- Including paid weekly off
- Refer Financial Bid Part II

Continued on next page.....

NOTE:

1. As per Deputy Chief Labour Commissioner (Central) guidelines the minimum rates of wages include also the wages for weekly day of rest.
2. As per new EPF regulation the Employees’ Pension scheme 1995 is being amendes to increase the wage ceiling as per rule applicable from time to time.

3. Central/State Govt. has fixed the minimum rates of wages for agricultural labour, the rates of wages whichever is higher will be acceptable.
4. Service charge will be quoted as the fixed amount. Service charge on the percentage basis is not admissible.

5. Rates must be quoted for agricultural labour only.

I/We agree to forfeit of the earnest money if I/We fail to comply with any of the terms and conditions in whole or in part lay 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. _____

DRAFT SPECIMEN AGREEMENT

This agreement is made at SIRSA (Place).....on(month/year).....day Of between **Central Institute for Cotton Research, Regional Station, Sirsa** (hereinafter called Institute) through The Director, CICR, Nagpur which term shall include its successors, assignees etc. on the first party 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 CICR, RS, Sirsa has decided to assign the annual **WORK WORK CONTRACT FOR OUTSOURCING SERVICES OF SKILLED, SEMI-SKILLED AND UNSKILLED AGRICULTURAL WORK** at Central Institute for Cotton Research, 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) toand will remain in force for a period for one year/six months but can be terminated by CICR, sirsa by giving one calendar months 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 providing **WORK CONTRACT FOR OUTSOURCING SERVICES OF SKILLED, SEMI-SKILLED AND UNSKILLED AGRICULTURAL WORK**. The firm will be provide full particular of every worker deployed by it for providing the services and gate security purpose and get their character and antecedents verified from the Police Authorities.
3. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and CICR shall have no liability on this account in any manner.
4. That the firm shall ensure that all persons deployed at CICR, Sirsa premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
5. The CICR, Sirsa shall have the right to ask for the removal from the CICR,Sirsa premises any personnel considered by the CICR, Sirsa to be incompetent, disorderly or any other reason land such person shall not again be deployed without the consult of the CICR, Sirsa.
6. The manpower deployed by the Agency should work as per the working days and timings of CICR, Sirsa. No extra wages will be paid for attending office on weekends, holidays and late sitting.
7. Monthly consolidated charges for job/work contract for providing **Contractual Services** at CICR, Regional Station, Sirsa is as per terms and conditions specified and scope of work as per schedule-1 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 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 ESI, EPF with the concerned agencies are also to be deposited with the bill.

8. The deduction of income Tax from the bills of the Agency will be made at source as per rules.
9. 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.
10. That the firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (optional).
11. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
12. 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, Sirsa may cancel the contract.
13. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of also comply with all the rules and regulations and provisions of as in force that may be applicable to them from time to time, viz.obligations under contract labour (Regulation & Abolition)Act.1970, workmen's Compensation Act,1943, EPF & M.P. Act 1947 etc. Firm agrees to indemnify and keep indemnified Director, CICR, Nagpur on account of any failure to comply with the obligations under various laws or damage to CICR, Sirsa due to acts/omissions for firm.
14. 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,Sirsa and the firm alone shall be responsible for their remuneration,wages and other benefits etc. Firm shall indemnify and keep indemnified the CICR,Sirsa against any claim that it may have to meet towards the
15. Employees/workmen of the firm. Firm's employee/workmen shall have no claim to absorption/regularization and financial benefits etc. that are admissible to regular employees in the office of CICR, Sirsa.
16. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. as applicable relating to this contract.
17. In case of any loss or damage to the property of the CICR,Sirsa 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. Shortcoming, if any pointed out by him shall be restored by the contractor within 24hours of its bringing to his notice.
23. The Firm shall provide a Co-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.

LIQUIDATED DAMAGES CLAUSE:

1. An amount of equivalent to two days of contract amount, subject to 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, RS, SIRSA and if no action is taken within one hour liquidated damages clause will be involved.
2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(S) will have to be replaced immediate The Director, Institute reserves the right to reject any or all Tenders in whole or in Part without assigning any reasons therefore. The decision of Director, CICR shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.
3. If the required numbers 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.....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)

Head of Station.

Witness:-

1. _____
2. _____

AGREEMENT

Article of Agreement made this day, the _____ between M/S _____ residing presently at _____ (the first party) and The Head, ICAR-CICR, Regional Station, Sirsa(Haryana) the second party.

Whereas the second party has agreed to hire services of first party for Outsourcing of skilled, semi skilled and unskilled agricultural work on contract basis for the one year Programme funded fully / substantially by _____ and the first party has agreed to provide these services to the second party in that capacity for the period one year on the terms and conditions herein after contained.

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

1.PERIOD OF CONTRACT:

- (i) The period of contractual appointed shall be from 01/04/2019 to 31/03/2020.
- (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 stop 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 job chart attached as Annexure-H1(a) 8 to this agreement.
- (ii) In consideration of the services desired in(i) above, the second party shall pay a consolidated amount as per quoted rates per month./completion of work.

3. RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED:

Monthly/completion of work package amount shall be paid only on submission of bill of service rendered to the satisfaction of second party or his/her authorized office. First party will submit bill on the fifth of the following month and second party will arrange to make payment within month.

4.OTHER TERMS AND CONDITONS:

As per Annexure-III(c)./enquiry letter.

5.ANNUAL REVISION:

Second party based on quality and efficiency of services rendered in the preceding year, may on its discretion, revise" the consolidated pacage by an amount not exceeding 10% of proceeding 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: HEAD,ICAR-CICR, REGIONALSTATION,
SIRSA-125055(HARYANA)
Address;
Dated
WITNESS;
Signature
Name
Address