

ICAR- CENTRAL INSTITUTE FOR COTTON RESEARCH
Regional Station, Coimbatore – 641 003.
Phone: 0422-2430045 Fax: 0422-2454021 Email:cicrcbe@gmail.com

F. No. CICR/RS/Stores/22-23/Unskilledwork

Date: 01.09.2022

TENDER DOCUMENT

(ANNUAL CONTRACT FOR OUTSOURCING SERVICES OF
UNSKILLED WORK)

2022-2023

ICAR - CENTRAL INSTITUTE FOR COTTON RESEARCH
Regional Station, Coimbatore 641003
Phone: 0422-2430045 Fax: 0422-2454021 Email:cicrcbe@gmail.com

F. No.CICR/RS/Stores/22-23/Unskilledwork

Date: 01.09.2022

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

Online open tenders are invited from the reputed firms with adequate experience and financial capability for providing outsourcing service of unskilled work at ICAR-Central Institute for Cotton Research, Regional Station, Lawley Road Post, Coimbatore – 641 003 under two bids system (Technical and Financial).

Manual bids will not be entertained.

The tender documents may be downloaded from e-Procurement website of CPP <https://eprocure.gov.in/eprocure/app> and www.cicr.org.in as per the schedule given in data sheet as under:

DATA SHEET

Tender No	Ref: CICR/RS/Stores/22-23/Unskilledwork
Date and Time for issue / Publishing	01.09.2022 15.00 hrs
Document Download / Sale start date and time	01.09.2022 15.00 hrs
Bid submission start date and time	01.09.2022 15.00 hrs
Bid submission end date and time	15.09.2022 16.30 hrs
Date and time for opening of technical bid	17.09.2022 10.00 hrs
Tender Fee	Nil
EMD Amount	Rs.1,00,000/- in the form of Demand Draft in favour of The Project Co-ordinator and Head, CICR, payable at Coimbatore A valid exemption certificate may be enclosed for claiming exemption.
Period of contract	12 months
Tender to remain open for acceptance up to 120 days from the date of opening	
Financial bid to be opened separately under intimation to technical qualified parties	
Address for communications	The Project Coordinator and Head, ICAR-Central Institute for Cotton Research, Regional Station, Coimbatore – 641 003
Security Deposit (SD) / Performance Bond (PB)	3% of the total contract value (annually) Demand Draft / Bankguarantee drawn in favour of the Project Co-ordinator and Head, ICAR-CICR, Coimbatore

Details of tender	Tender documents and notice is also available on CICR website www.cicr.org.in
Submission of Bids	Online bids (Technical and Financial) uploaded on CPP Portal (www.eprocure.gov.in/eprocure/app) from 01.09.2022 to 15.09.2022 upto 4.30 PM. Original EMD i.e. hard copy should reach before closing date and time of tender to The Project Co-ordinator and Head, ICAR- CICR, Coimbatore. The tenders will not be considered if earnest money is not deposited in the tender.

For queries / clarifications on content of Tender document, please contact The Drawing and Disbursing Officer, ICAR – Central Institute for Cotton Research, Regional Station, Coimbatore – 641 003 or email to cicrcbeddo@gmail.com. However, any queries relating to the process of online submission of bids relating to CPP portal in general may be directed to CPP portal 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005.

-sd-

The Drawing and Disbursing Officer
ICAR – Central Institute for Cotton Research,
Regional Station, Coimbatore

Dear Tenderer,

.....
.....

Online bids are hereby invited on behalf of the Director, ICAR-Central Institute for Cotton Research, Nagpur for Job contract for providing outsourcing services of unskilled at ICAR-CICR, Regional Station, Coimbatore. The terms and conditions of the contract which will govern are those contained in the general conditions of contract applicable to the contracts placed by the CICR and detailed in the tender forms. Please submit your rates if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

1. An earnest money of **(Rs.1,00,000/-) (Rupees one lakh only)** must be deposited in the form of demand draft payable to The Project Coordinator and Head, ICAR - CICR, Regional Station, Coimbatore. **The particulars of the earnest money deposited must be super scribed on the top of the envelope by indicating the draft number and date**, failing which the tenders will not be opened. The agencies which are exempted from submission of EMD, should enclose a valid exemption certificate to this effect. The Tenders will not be considered if earnest money/exemption certificate is not enclosed with the Tenders. The EMD shall be refunded to unsuccessful firm without paying any interest by the ICAR-CICR.
2. The tenderer is being permitted to tender in consideration of the stipulations on his part that after submitting tender, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulation, the aforesaid amount of EMD will be forfeited by the 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.
3. The contract will be initially for a period of one year and extendable for a further period of two years (one year at once), subject to satisfactory performance and willingness to continue on mutually agreed terms.
4. Director of this Institute 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.
5. Decision of Director, of this institute 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 and will not be referred to arbitration.
6. Acceptance by the Institute will be communicated by email/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 contained said letter should be acted upon immediately.

7. Submission of Essential Documents (For Technical Bid Evaluation): The following documents must be enclosed with the Tender form for technical evaluation of the bids:

- i. Registration certificate of the firm under the work contract of the Central Government / State Government along with a valid certificate under The Regional Labour Commissioner (Central/State).
- ii. Certified Accounting statements of the firm for last 3 years (2019-20 to 2021-22) by the Chartered Accountant/ Authorized body.
- iii. Last three years (2019-20 to 2021-22) continuous experience of the firm in the field of providing manpower in Govt. (Central/state) Department/ Autonomous bodies/PSUs/PSES/Banks & Insurance Companies or other equivalent organizations of high repute.
- iv. Year wise experience certificate with clear indication of "Satisfactory Services" for the last 3 years(2019-20 to 2021-22) must be provided.
- v. EPF registration certificate issued by Govt. of India/State Government etc.
- vi. ESI registration certificate issued by Govt. of India/State Government etc.
- vii. Documentary proof of minimum 30 nos. manpower registered under ESI & EPF.
- viii. The firm must have certificate of GST No. issued by the Government.
- ix. Copy of valid ISO certificate of relevant field.
- x. **Whether the firm has any legal suit/criminal case pending against it for violation of EPF/ESI, Minimum wages Act or other laws (give details). The firm black listed or whether must enclose a certificate (self declaration) indicating that there is no criminal/ legal suit pending or contemplated against them.**
- xi. Scanned copy of EMD of Rs.1,00,000/- in the form of Demand Draft issued by any nationalized/scheduled commercial bank is drawn in favor of The Project Coordinator and Head, ICAR - CICR, payable at Coimbatore.

All necessary documents in support of the details for Sl.No.i to xi must accompany the technical bid. The bid is liable to be rejected in case documents are not uploaded in the technical bid or documents are incomplete or in case any certification/registration has already expired but is yet to be renewed. Only essential and necessary valid documents are to be uploaded in the technical bid. Please avoid uploading extraneous and irrelevant documents.

Note: The above documents may be uploaded in the given sequence only as per Schedule-I, with no unnecessary documents.

Yours faithfully,

-sd-

Drawing and Disbursing Officer
ICAR-CICR, Regional Station, Coimbatore

GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE **JOB CONTRACT FOR PROVIDING OUTSOURCING SERVICES OF UNSKILLED WORK AT ICAR-C.I.C.R., REGIONAL STATION, COIMBATORE-3.**

Scope of Work:

The work for providing outsourcing services of unskilled as specified in the Annexure-I are to be provided to the ICAR - Central Institute for Cotton Research, Regional Station, Coimbatore – 641 003

1. *Service Charges shall be the primary criteria for selecting the firm. Nil service charges will not be considered. Service charges to be quoted as a fixed amount and not on percentage (%) basis. If quoted in percentage (%), tender is liable to be rejected. The firms have to quote the rates per labour per day as indicated in the Financial Bid (Annexure – II), to be levied by them for providing the service. “Nil” Service Charges will not be considered as per Ministry of Finance, Department of Expenditure P.P. Division guidelines dt.28.01.2014. No change/revision whatsoever in service charge once quoted shall be admissible during the tenure of tender under any circumstances.*
2. *The laborers shall be trained and fully conversant with the works mentioned in the Annexure-I. They should follow strict discipline, maintain secrecy, be punctual & sincere in attendance.*
3. *The contract would be for a period of one year initially and can be extended further with consent of the both parties on the same rate and terms and condition.*
4. *The contractor should make necessary arrangement for the supervision of the work undertaken.*
5. *In case of any damages/loss due to mishandling by the laborer(s) during the work to any property of ICAR-CICR, Regional Station, Coimbatore, the Contractor will have to make payment for the loss. If it is not done, the same losses will be recovered from the monthly payment bill.*
6. *The Director, ICAR-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.*
7. *In case the ICAR-CICR is not satisfied with the work done, they will have to be redone by the contractor on their own responsibility.*
8. *In case of any dispute arising out of this contract provisions, the decision of the Director, ICAR-CICR, Nagpur shall be final and binding on the contractor.*
9. *Any compensation for disengagement on account of death, disability of any personnel provided for deployment in the ICAR-CICR, RS, Coimbatore during the contract period, the contractor only will be responsible and liability, even if such disability, manifests after the termination of assignment.*
10. *The Director, ICAR-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.*
12. *The agreement is terminable with one-month notice on either Side.*
13. *The contractor shall not sublet the work.*
14. *The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.*
15. *The Director, reserves the right to reject any or all Tenders in whole or in part without assigning any reason thereafter. The decision of Director shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.*
16. *The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR-CICR for the purpose. All complaints should be immediately attended to by the Agency.*
17. *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.*
18. *After physical inspection of the site, a very detailed assessment/requirements of personnel for providing allied services at the ICAR-CICR, RS, Coimbatore shall have to be furnished along with the Tender. However, the tenders should indicate only the service charges per day per person in respect of 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 till the end of the contract*
19. *The ICAR-CICR shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.*
20. *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 Institute/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, ICAR-CICR shall be final and binding on the contractor.*
21. *Supervisor should maintain all the registers, which are kept in concerned Section.*
22. *The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.*
23. *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.*
24. **Risk Clause:** *ICAR-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.

25. The payment to contractor will be made through e-payment only. The details of IFSC Code must be mentioned / submitted with tender / quotation. So details 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.
26. The payment of wages to the engaged manpower during the execution of contract is to be made by Electronic Transfer/RTGS (to those employees having bank account) by 7th of the following month.
27. The agency shall submit monthly pre-receipted bill along with the supporting documents contains the challan on payment of EPF, ESI etc. for the services rendered during the preceding month after making payment through Electronic Transfer/RTGS within 10 working days. 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 waiting for payment of the bill from ICAR-CICR, Regional Station, Coimbatore.
28. After receipt of bills with all documents, the institute shall make payment within 120 days of submission of bill. T.D.S. shall be deducted as per rule.
29. Only those firms will be considered for financial bid who are qualified in the technical bid. Successful tenderer will have to enter into a detailed contract agreement with ICAR-CICR on non-judicial stamp paper of Rs.100/- (Rupees one hundred only) for the work. Specimen copy of the agreement is at Schedule - II.

30. 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 should be brought to the notice of the supervisory staff of the firm by ICAR-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(s) will have to be replaced immediately.
3. In case of any default in Labour Laws (specifically payment of wages act, minimum wages act, ESIC & EPF) a penalty of 0.1% per day and maximum 1% of monthly contract value, after giving opportunity of being heard may be levied by the competent authority of the Institute

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

Annexure – I

SCOPE OF CONTRACTUAL MANPOWER REQUIREMENT:

Following persons/workers will be required in Office, laboratories and farm fields for assisting in different works. The office reserves the right to award additional work/service not listed in the specifications. Bidders are bound to accept the additional work/service under this clause at the rates mutually agreed.

S.No.	Work details/Activity to be done	Approx. number of point
1	Sowing in fields, Thinning and gap filling, Compost/fertilizer application, Weeding and hoeing, Plant protection – spraying of pesticides and other agrochemicals, irrigating the field, Drainage of excess water in the field during rainy season, Plant staking during intercultural operation, Insect trap placement, Field board placement, Layout of fields, Laying of drip laterals, Laying of polymulch sheet, Maintenance of filters in drip unit, Removal of drip laterals from field, Replacement of damaged irrigation lines, Changing of irrigation gate valves, Labelling of plants, Collection plant and soil samples, Grinding of plant samples for ELISA, Selfing and flower tagging, Emasculation, crossing and flower tagging, Preparation of labels (thread waxing), Harvesting of selfed and crossed bolls, Harvesting of labeled single plant, Picking of bulk kapas, Ginning, Acid delinting of seeds, Seed cleaning, Seed rolling and packeting, Grinding/powdering of plant and soil samples, Assisting in diet and reagent preparation, Glassware/plastic ware cleaning and washing, Pruning of cotton plants, Uprooting of cotton crop and cleaning of fields, Removal of polymulch sheet, borah making, Weeding in common areas (Office premises, road side, bunds, coconut channel, water channels etc.), Harvesting of rotational crops like sorghum, maize and other inter crops, Broadcasting of green manure crops, Harvesting of fodder for bullocks, Cleaning of implements and sprayers, Irrigation for coconut trees, Fertilizer application for coconut trees, Compost preparation, Collection, loading and shredding of fallen coconut fronts and any other work by whatever name which are of unskilled nature	7500 (@25 points per day for 26 days per month)
<p>Note: 1) Supply of 10 Male and 15 Female points per day is mandatory</p> <p>2) Number of manpower may be increased or decreased as per day to day functional need of the Institute as per ICAR/GOI rules or instruction.</p>		

TENDER SUBMISSION**To**

The Project Co-ordinator and Head,
ICAR-Central Institute for Cotton Research,
Regional Station, Coimbatore – 3

Sir,

I/We wish to submit our tender for providing outsourcing services of unskilled at ICAR- CICR, Regional Station, Coimbatore – 3. Details are:

1. Tender documents with each and every page signed are submitted in online through e-portal.
2. EMD of Rs.1,00,000/- (Rupees one lakh only) is submitted in form of Demand Draft payable in favour of The Project Coordinator & Head, ICAR-CICR, RS, Coimbatore.
3. Documents required for Technical evaluation are submitted in below mentioned order.
4. The Financial bid is submitted in the format prescribed in Annexure – II.
5. Organization details:

S.No.	Particulars of the Items	Upload the scanned copy	Page no.
1	Name of the Firm/Agency		
2	Full address with Post Box No., Telephone No./ Mobile No. and e-mail-id		
3	Name and Full Address of your Banker's along with Account No. and IFS Code No. (Attach certified copy of latest bank statement)		
4	Your Permanent Income Tax No. Circle/ Ward (Attach attested copy)		
5	GST registration certificate and number (Attach attested copy)		
6	Employee EPF registration certificate issued by local government (Attach attested copy)		
7	Employee ESI registration certificate issued by local government etc (Attach attested copy)		
8	Earnest Money Deposited (Yes / No). If Yes, details: (Attach soft copy)		

6. Checklist of documents (for Technical Evaluation) to be submitted with tender documents along with the page No. failing which the bid will be liable to be rejected:

S.No.	Documents (Strictly) as per details below	Whether submitted or not	If submitted, mention file name & page No.
1	Registration certificate of the firm under the work contract of the Appropriate Authority.		
2	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.		
3	For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement the 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 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		
4	Scanned copy of Income Tax Statement for the last three years. Certified Balance Sheet of the firm for last three year of the service contract by the Chartered Accountant showing Minimum turnover of the firm not less than Rs.45 lakhs (Rupees forty five lakhs) during the last financial year.		
5	Last three years' 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 tabular form as per Annexure I		
6	Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years.		
7	Employee EPF registration certificate issued by local government (Attach attested copy)		
8	Employee ESI registration certificate issued by local government etc (Attach attested copy)		
9.	No. of staff, supervisors registered under ESI and EPF separately. Minimum 100 nos. (Staff, Supervisor) required with their ESI and EPF contributions. Documentary proof of vouchers [i.e. challan for the month of April, 2022 and June 2022] to be attached.		
10	GST registration certificate and number (Attach attested copy)		
11	Certified copy of ISO certificate in the relevant field		

12	Whether the firm has any legal suit/criminal case pending against it for violation of EPF/ESI, Minimum wages Act or other laws (give details). The firm black listed or whether must enclose a certificate (self-declaration) indicating that there is no criminal/ legal suit pending or contemplated against them.		
13	Scanned copy of Earnest Money Deposit		
14	Any other relevant information		

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

We also certify that our Firm/Company/Agency have never been blacklisted by any Ministry/Department of the Government and have not been banned/debarred/blacklisted for our business dealings with the Government Ministries/Department.

Details of the Minimum 3 years experience/work done:

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

**Authorized Signatory with Stamp
(TENDERER)**

Date: _____

Place: _____

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. No other documents need to be attached with the tender form.

FINANCIAL BID**(TO BE SUBMITTED ONLY ELECTRONICALLY)**

- Price Bid as BoQ_XXXX.xls to be uploaded in website only.

The tender will remain open for acceptance upto 120 days from the date of opening of bid. The rates tendered will be the same until the contract ends from the date of acceptance of the rates.

To

The Project Co-ordinator and Head,
ICAR-Central Institute for Cotton Research,
Regional Station, Coimbatore – 3

Sir,

I/We wish to submit our Tenders (Financial Bid) for **THE ANNUAL CONTRACT FOR “OUTSOURCING SERVICES OF UNSKILLED WORK”** on the following rates.

S.No	Particulars	Rate (Rs.)	Remarks
1	<u>For Unskilled:</u> Monthly minimum wages as per minimum wages of Agricultural Sector of Chief labour Commissioner (Central), Govt. of India shall be applicable.	Rs.404/- per day per person	The rate of wages quoted by the firm should not be less or more than the rate approved by Ministry of Labour & Employment, O/o The Chief labour Commissioner (Central), Govt. of India, vide O.No.1/4(1)/2022-LS-II dated 29.07.2022
2	Bonus (Wherever applicable as per rules)	per day per person	Employer Bonus @% of applicable minimum wages, maximum limit being Rs.7000/- as per rules framed from time to time.
3	Employee State Insurance (ESI)	per day per person	Employer ESI @% of applicable minimum wages, as per rules framed by ESIC from time to time.
4	Employee Provident Fund (EPF)	per day per person	Employer EPF @% of applicable minimum wages, maximum limit being Rs.15000/- as per rules framed by EPFO from time to time
5	Service Charges per day per person (Not to be quoted in %) and is to be quoted as fixed amount in full Rupees (not in fraction)	per day per person	The rates of Service Charges quoted by the Agency is fixed during the period of the contract and no request for any change / modification shall be entertained. While quoting the Service Charges, the firm must make provision for all the overhead expenditure involved in providing the services. The Service Charges quoted should not be in percentage, otherwise the same will be summarily rejected.
6	GST/Service Tax/ Other taxes will be paid extra as per extent govt. rules (only if applicable)		Not to be quoted by the agency

NOTE:

1. As per the Regional Labour Commissioner (Central) guidelines that ICAR-CICR, Regional Station, Coimbatore is covered under Area 'B'.
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. As per the payment of bonus (Amendment) Act, 2015 dated 1st January 2016, Bonus is admissible at this Institute, wages not exceeding Rs.21,000/- per month, if exceeding then "NIL".
5. **Prime criteria for selection for award of the contract will be the service charges, quoted per day/per person [in whole rupees).**
6. NIL service charges will not be considered as per Ministry of Finance Department of Expenditure P.P. Division guidelines dt.28.01.2014. In accordance with O.M. No.29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting "NIL" charges/consideration shall be treated as unresponsive bid and it will not be considered. **If service charges are quoted less than or equal to the TDS (Two Percent-2%) it will be treated as "NIL" charges/consideration.**
7. **Monthly wages to be paid to the contractual manpower as per monthly minimum wages prescribed by Chief Labour Commissioner (Central), Govt. of India. Difference of wages, if any due to increase in minimum wages as notified by the Labour Department during the period of contract will be reimbursed as per rules on production of necessary documentary evidence. The tendering agency shall be responsible for compliance of all statutory provisions relating to minimum wages, EPF & ESI in respect of personnel deployed by it to this office. The agency shall certify that they have complied with all the statutory obligations in each bill submitted.**
8. **Two percent (2.0%) of the total billed amount will be deducted towards TDS.**
9. Service charge will be quoted as the fixed amount and not on percentage basis. To avoid unreasonably low service charges and subsequent exploitation of contract worker, the same should be quoted carefully as any complain of exploiting of contract worker will be viewed seriously including invoking of penalty clause & subsequent blacklist of firm.

10. The rates of Service Charges quoted by the Agency is fixed during the period of the contract and no request for any change / modification shall be entertained. While quoting the Service Charges, the firm must make provision for all the overhead expenditure involved in providing the services. The Service Charges quoted should not be in percentage, otherwise the same will be summarily rejected.

11. If a service provider submits a tender for less than statutory liabilities, besides his service charge and GST and also TDS @ rates applicable, tender is liable to be rejected. L1 to be arrived accordingly.

12. In case the service charges quoted by 2 or more bidder is same, the bidder scoring highest marks as given below will be awarded the contract:

1. Turnover

11- 12 Lakhs : 05 marks
Above 12-15 Lakhs : 10 marks
Above 15 Lakhs : 15 marks

2. Experience in Govt./Autonomous (excluding Private companies)

1-5 year : 05 marks
5- 7 year : 10 marks
7-10 year : 15 marks
Above 10 years : 20 marks

3. Employee registered with ESI/EPF with documentary proof of ESI

25 - 50 : 05 marks
51- 75 : 10 marks
76- 100 : 15 marks
Above 100 : 20 marks

4. Quality

ISO or equivalent : 10 marks

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. _____

Email_____

DRAFT SPECIMEN AGREEMENT

This agreement is made at (place) On (month/year) day of between _____ and ICAR-Central Institute for Cotton Research, Nagpur. through Director, ICAR-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. invited open tender from reputed firms with experience and financial capability for Job contract for providing outsourcing services of Unskilled work at ICAR-CICR, Regional Station, Coimbatore. And whereas the ICAR-CICR has decided to assign the annual job contract for **“OUTSOURCING SERVICES OF UNSKILLED WORK”** at C.I.C.R, Regional Station, Coimbatore to the firm M/s _____ 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 of one year but can be terminated by The Director, ICAR-Central Institute for Cotton Research 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 contract will be initially for a period of one year and extendable for a further period of two years (one year at once), subject to satisfactory performance and willingness to continue on mutually agreed terms. The firm shall be responsible for annual job contract for providing outsourcing services of Unskilled work at ICAR- Central Institute for Cotton Research, Regional Station, Marudhamalai Main Road, Coimbatore – 641 003.
3. The firm will provide full particulars of every worker deployed by it for providing the services 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. Coimbatore shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at ICAR-C.I.C.R. Regional Station, Coimbatore 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. Regional Station, Coimbatore shall have the right to ask for the removal from the C.I.C.R. Regional Station, Coimbatore any personnel considered by the Institute to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the CICR, Regional Station, Coimbatore.
7. The manpower deployed by the Agency should work as per the scope defined at Schedule-I of the tender document, working days and timings of the C.I.C.R. Regional Station, Coimbatore. No extra wages will be paid for attending office on weekends, holidays and late - sitting.
8. Monthly charges will include the wages to be paid to the persons deployed by the

agency, service charges and other taxes as detailed in the financial bid for providing outsourcing services of unskilled work at ICAR-Central Institute for Cotton Research, Regional Station, Coimbatore as per the terms and conditions specified and scope of work as per ANNEXURE – I in the tender document. This payment includes all statutory payment / charges such as ESI and EPF all the statutory taxes viz., service tax / GST / other taxes as applicable from time to time. However, if during the period of contract, as and when the minimum wages for Coimbatore are revised by the Labour / Government Department, the rates payable for the manpower shall be revised to the new wages. Revised rates shall be applicable only from the month; the agency submits the revised minimum wages letter from the authorities.

9. The firm will raise a bill of this amount on 3rd working day of every month and the payment will be released by the Institute in the form of NEFT / RTGS/ PFMS System payment to the firm subject to satisfactory performance 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.
10. The deduction of income tax (TDS) from the bills of the Agency will be made at source as per rates applicable from time to time.
11. In case of dispute between the parties, the matter shall be referred to the Director, ICAR-CICR Nagpur. The decision of the Director shall be final and binding in any respect of any dispute between the parties.
12. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (optional).
13. That the firm shall issue identity card to each of the individual engaged for entry into CICR premises (optional).
14. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
15. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Director, ICAR-CICR Nagpur may cancel the contract.
16. That the Firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages & 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, E.P.F. & E.S.I. Act etc. Firm agrees to indemnify and keep indemnified the Institute on account of any failure to comply with the obligations under laws or damage to CICR Coimbatore due to acts/omissions of Firm.
17. It is also agreed that under no circumstances, the volunteers and/ or the employees/ workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the CICR, Regional Station, Coimbatore and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the CICR, Regional Station, Coimbatore 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, Regional Station, Coimbatore.

18. 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.
19. In case of any loss or damage to the property of the ICAR-CICR which is attributable to the firm, the full damages will be recovered from the firm.
20. The Firm shall not transfer its right of work or sub- contract to anyone else.
21. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
22. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligently and honestly. Any misconduct/misbehavior on the part of the manpower deployed by the firm will not be tolerated and such person(s) will have to be replaced immediately.
23. In case of any accident/loss of life of the workers during discharging duties, if any compensation to be given to the workers, the same shall be borne by the firm.
24. There will be surprise checking by an Officer of ICAR-CICR. Shortcomings, if any pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
25. The firm shall provide a Coordinator for immediate interaction with the organization.
26. The terms and conditions as stipulated in the tender documents shall be part of the agreement.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

That the contractor shall be responsible for the faithful compliance of the work award order. Any breach or failure to perform the same may result in termination of the work order and forfeiture of the security deposit. Whenever and wherever it is found that the work is not up to the mark in any point, it will be brought to the notice of the firm by ICAR-CICR and if no action is taken within one hour, liquidated damage clause will be invoked as per the details below:

1. For misbehavior such as, drunken state of the person, not performing the duties attentively, penalty of Rs.1000/- per such incident will be imposed.
2. For causing "damage to the public property" three times the market value of the damaged property.
3. For breach of any of the conditions of the contract: Termination of contract and forfeiture of Performance Security or a minimum penalty of Rs.5000/- per default as the case may be depending upon the grounds of violation.
4. If services are observed not up to the satisfaction of the Institute, a penalty of minor fine of Rs.2000/- per incident or a major fine of Rs.5000/- per incident will be imposed on the agency.

5. For persistent breach or unsatisfactory services-termination of contract along with forfeiture of performance security and blacklisting.
6. In case of any default in Labour Laws (specifically payment of wages act, minimum wages act, ESIC & EPF) a penalty of 0.1% per day and maximum 1% of monthly contract value, after giving opportunity of being heard may be levied by the competent authority of the Institute.

The Director, ICAR-CICR, Nagpur reserves the right to reject any of all tenders in whole or in part without assigning any reason thereof. The decision of The Director, ICAR-CICR, Nagpur shall be final and binding on the contractor/agency/firm in respect of any clause covered under the contract.

Name & Signature of witness 1 :

(Authorized signatory)

Address:

on behalf of the firm

Name & Signature of witness 2 :

(Authorized signatory)

Address:

Director, ICAR-CICR,

Nagpur

For and on behalf of The
Director, ICAR-CICR, Khapri Phata,
Panjari Farm, Wardha Road, Nagpur -
441 108.