

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/23-24/OutsourcingServices

Date: 21.04.2023

TENDER DOCUMENT

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

2023-2024

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/23-24/OutsourcingServices

Date: 21.04.2023

NOTICE INVITING TENDER THROUGH GeM

Online tender is invited through GeM portal under two bid systems at ICAR-Central Institute for Cotton Research, Regional Station, Lawley Road Post, Coimbatore – 641 003 for awarding of following Annual Contracts/Services.

S.No.	Name of the Work	EMD	Start Date	Bid End Date
1.	Outsourcing Services of Semi-Skilled and Unskilled work	Rs.1,50,000/-	21.04.2023	05.05.2023

Manual bids will not be entertained.

For further more details, please login Institute's website www.cicr.org.in and GeM portal.

-sd-

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

F.No.CICR/RS/Stores/23-24/OutsourcingServices

Date: 21.04.2023

NOTICE INVITING TENDER THROUGH GeM

Online tender is invited through GeM portal under two bid systems from reputed firms with adequate experience and financial capability at ICAR-Central Institute for Cotton Research, Regional Station, Lawley Road Post, Coimbatore – 641 003 on behalf of the Director, ICAR-Central Institute for Cotton Research, Nagpur for providing the Annual contract for Outsourcing Services of Semi-Skilled and Unskilled work. The open tender enquiry document contains the following:

DATA SHEET

Tender No	Ref: CICR/RS/Stores/23-24/OutsourcingServices
Tender Cost	Nil
Description of Work	Annual contract for Outsourcing Services of Semi-Skilled and Unskilled work
Type of tender	Two bid system (Technical & Financial)
Bid submission start date and time	21.04.2023
Bid submission end date and time	05.05.2023
Date and time for opening of technical bid	05.05.2023
Bid Validity	180 days from the date of opening Technical Bid
EMD Amount	Rs.1,50,000/- in the form of Demand Draft in favour of The Head, CICR, payable at Coimbatore A valid exemption certificate may be enclosed for claiming exemption.
Period of contract	12 months
Financial bid to be opened separately under intimation to technically qualified parties	
Security Deposit (SD) / Performance Bond (PB)	3% of the total contract value (annually) Demand Draft / Bankguarantee drawn in favour of the 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

	<p>on GeM portal from 21.04.2023 to 05.05.2023. Original EMD i.e. in hard copy should reach before closing date and time of tender to The Head, ICAR- CICR, Coimbatore. <u>The tenders will not be considered if earnest money is not deposited in the tender.</u></p>
<p>Note</p>	<p>Tenderers/bidders are requested to visit the GeM Portal & CICR website www.cicr.org.in regularly. Any charges/modifications in the tender enquiry will be intimated by corrigendum through this website.</p> <p>In case any holiday is declared by the Government on the day of opening the tender, the tender will be opened on the next working day at the same time.</p>

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.

Dear Tenderer,

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.....

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 semi-skilled and unskilled work 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.1,50,000/-) (Rupees one lakh and fifty thousand only)** must be deposited in the form of demand draft payable to The 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.** 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 received by this office with closing date and time. The EMD shall be refunded to unsuccessful firm without paying any interest by the ICAR-CICR.
2. The firm is being permitted to tender in consideration of the stipulations on its part that after submitting tender, it will not withdraw from 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 through GeM/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 (scanned copies) in the bid for technical evaluation of the bids:
- i. Registration certificate of the firm under the work contract of the Appropriate Authority (Central Government / State Government).
 - ii. Valid Registration certificate under The Regional Labour Commissioner (Central Government / State Government).
 - iii. Certified Accounting statements of the firm for last 3 years (2019-20 to 2021-22) by the Chartered Accountant/ Authorized body.
 - iv. 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.
 - v. Year wise experience certificate with clear indication of "Satisfactory Services" for the last 3 years(2019-20 to 2021-22) must be provided.
 - vi. EPF registration certificate issued by Govt. of India/State Government etc.
 - vii. ESI registration certificate issued by Govt. of India/State Government etc.
 - viii. Documentary proof of minimum 30 nos. manpower registered under ESI & EPF.
 - ix. The firm must have certificate of GST No. issued by the Government.
 - x. Copy of valid ISO certificate of relevant field.
 - xi. **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.**
 - xii. Scanned copy of EMD of Rs.1,50,000/- in the form of Demand Draft issued by any nationalized/scheduled commercial bank is drawn in favor of The Head, ICAR - CICR, payable at Coimbatore.

All necessary documents in support of the details for Sl.No.1 to 14 must be uploaded in 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 SEMI-SKILLED AND UNSKILLED WORK AT ICAR-C.I.C.R., REGIONAL STATION, COIMBATORE-3.**

Scope of Work:

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

Note: The firm for providing outsourcing services of semi-skilled and unskilled and willing to participate in the tendering process may visit the sites (CICR, Coimbatore) to inspect the area for better understanding of the requirement of work.

1. *Service Charges shall be the primary criteria for selecting the firm. **“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 successful bidder shall deposit the performance security (3% amount of the total contract value) with the Institute in the form of Demand Draft/Bank Guarantee.*
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. and State 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 such as payment challans of EPF, ESI, Bank statement mentioning credit of wages to the labours etc. for the preceding month within 10 working days to the Farm Section for verification and onward submission to Store Section for making payment. 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 at Government mentioned rates 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, farm activities, cleaning of premises and maintenance of lawn. 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	Category of labours	Approx. number of labours required
1	<p>Tractor driver with a valid driving license for Light Motor vehicle (Four Wheeler), trained in operating tractor, mini tractor, tractor with trailer, power tiller, boom sprayer, pneumatic seed planter, reversible mould board and disc plough, laser leveler and other farm related equipments in order to take up farm operations like ploughing, ridge formation, sowing, spraying, and maintenance of farm equipments etc.</p>	Semi Skilled Workers (Grade-II)	2Nos/Per day
2	<ol style="list-style-type: none"> 1. Field preparation for sowing such as rectification of ridges, Irrigation channel formation and spreading of vermicompost/FYM etc. 2. Sowing, Thinning and gap filling of cotton as well as rotational crops like maize, Ragi, etc. 3. Raising of nursery in trays for gap filling. 4. Weedicide and pesticide spray in fields, field bunds using battery sprayer, knapsack sprayer and tractor operated/power sprayers. 5. Application of fertilizer/compost in cotton/rotational crop fields. 6. Manualweeding and hoeing for cotton and other rotational crops. 7. Weeding in common areas (Office premises, road side, bunds, coconut channel, water channels etc.). 8. Irrigating the field, repair and maintenance of irrigation lines, for irrigation purpose and drainage of excess water in the field during rainy season. 9. Plant staking during intercultural operation. 10. Laying/rollout of drip laterals, Maintenance of filters in drip unit, repair and maintenance of drip irrigation lines. 11. Laying/rollout of sprinkler irrigation system for rotational crops / green manure crops. 12. Laying/removal of polymulch sheets from the field. 	Un-Skilled Workers	40 Nos/Per day

	<p>13. Placement/removal of field board, anti bird/insect nets, stacks in plots, insect trap and replacement of CO₂cylinders in open top chamber.</p> <p>14. Pot preparation (Mixing of soil and compost and filling the pots), watering and maintenance of pot culture plants.</p> <p>15. Collection of soil samples by using auger/spade</p> <p>16. Processing of soil and plant samples (drying, grinding, pulverizing and sieving)</p> <p>17. Labelling, Collection and Grinding of plant samples for ELISA/DNA isolation and other analysis.</p> <p>18. Crossing works like Selfing and flower tagging, Emasculation, crossing and flower tagging.</p> <p>19. Preparation of covers, threads, collection of thorns for selfing and crossing work.</p> <p>20. Harvesting of selfed, crossed bolls, labeled single plant, single row and bulk picking of kapas etc.</p> <p>21. Kapas sampling, cleaning and preparation of samples for fiber quality analysis.</p> <p>22. Ginning of kapas</p> <p>23. Acid delinting of seeds, Seed cleaning, Seed rolling and packeting.</p> <p>24. Biometric observation of plants at different intervals, pest incidence and damage count and harvest time observation (Locule damage, total no. of bolls etc)</p> <p>25. Harvesting of rotational crops like sorghum, maize, ragi and other inter crops.</p> <p>26. Pruning/Uprooting of cotton plants and cleaning of fields etc.</p> <p>27. Borah making (approx. 65-70 Kg), Loading and unloading of borahs on lorry or tractor</p> <p>28. Farm Trees Maintenance: Irrigation channel formation, coconut tree irrigation, Pit formation and Fertilizer application for coconut trees, Collection, loading and shredding of fallen coconut fronts and pruning of teak wood trees <i>etc</i> in Main and New Area farm.</p> <p>29. Counting, loading, transportation of harvested coconuts from field to the Farm office and grading the coconuts.</p> <p>30. Broadcasting of green manure crop and irrigating to the green manure crop.</p> <p>31. Assisting in Glassware/plastic ware cleaning and washing.</p>		
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	<p>32. Lawn maintenance/Gardening works such as Lawn mowing and Pruning of hedge plants, Formation of basin around the plants for irrigation, irrigation for plants, Removal of weeds and other debris, application of compost/fertilizer, spraying of chemicals for control of pests and replacement of dead plants etc.</p> <p>33. House Keeping works such as Sweeping and mopping of Scientist's room, office rooms, Seminar hall, Farm office, laboratories on daily basis and Cleaning of ceiling area and windows on weekly basis, Sanitization work on weekly basis.</p> <p>34. Maintenance of green house/glass house/Open Top Chamber (OTC), intercultural operation of pots inside the glass house.</p>		
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Note: 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.

TENDER SUBMISSION**To**

The Head,
ICAR-Central Institute for Cotton Research,
Regional Station, Coimbatore – 3

Sir,

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

1. Tender documents with each and every page signed are attached in the bid.
2. EMD of Rs.1,50,000/- (Rupees one lakh and fifty thousand only) is submitted in form of Demand Draft payable in favour of The Head, ICAR-CICR, RS, Coimbatore.
3. Documents required for Technical evaluation are attached in below mentioned order.
4. 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)		

Checklist of documents (for Technical Evaluation) to be attached 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 last 3 months] 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.

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 Government 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. 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.
6. **Difference of wages, if any due to increase in minimum wages as notified by the Government 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.**
7. **Two percent (2.0%) of the total billed amount will be deducted towards TDS.**
8. **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**

Undertaking

I/We read and understood all the terms and conditions of the tender document contained in the present tender form for contract and I/We do hereby agree and abide by with all the terms and condition of this tender document.

I/We do hereby declare that all the details provided in this tender are true to the best of my/our knowledge and belief and any misrepresentation of facts will render me/us liable to any action as may be deemed fit by ICAR-Central institute for Cotton Research, Regional Station, Coimbatore.

I/We do hereby also accept ICAR-CICR have the right to accept or reject this application and not to issue invitation to Tender to me/us.

I/We undertake to communicate promptly to ICAR-CICR any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India including Central Vigilance Commission (CVC) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent. We authorize ICAR-CICR to approach individuals, employees, firms and corporations to verify our competence and general reputation.

Signature _____

Name & Address of the Firm _____

Telephone No/Mobile No. _____

Email _____

Place: _____

Date: _____

DRAFT SPECIMEN AGREEMENT

This agreement is made at (place) on (month/year) day of between (firm name) _____ 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 Annual contract for providing outsourcing services of Semi-Skilled and Unskilled work at ICAR-CICR, Regional Station, Coimbatore. And whereas the ICAR-CICR has decided to assign the “ANNUAL CONTRACT FOR **OUTSOURCING SERVICES OF SEMI-SKILLED AND 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 contract for providing outsourcing services of Semi-Skilled and 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 Annexure-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 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 within 10 working days 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. The firm 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.
10. The deduction of income tax (TDS) from the bills of the firm 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.