

TENDER DOCUMENT

(ANNUAL CONTRACT FOR OUTSOURCING
SERVICES OF CONTRACTUAL STAFF CAR
DRIVER UNDER THE CATEGORY OF SKILLED)

2023-24



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



ICAR – CENTRAL INSTITUTE FOR COTTON RESEARCH

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

ISO 9001 – 2015 Certified

—: कार्यालय :—

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

Near Khapri Phata, Panjari, Wardha Road, Nagpur - 441108
(Phone No. 07103 – 275637 / 38 / 39, Fax : 07103-275529)

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

ICAR – CENTRAL INSTITUTE FOR COTTON RESEARCH, NAGPUR
(ISO 9001-2015 Certified)

NOTICE INVITING TENDER

F. No. (15)St./Outsourcing Services/Staff Car Driver/ HQ NGP/2023-24

Dated: 24.05.2023

Sub: Job Contract for providing outsourcing services of Contractual Staff Car Driver under the category of Skilled at ICAR-CICR, Near Khapri Phata, Panjari Farm, Wardha Road, Nagpur – 441108 -Invitation of Tender.

The ICAR-Central Institute for Cotton Research, Nagpur invites **online** OPEN TENDER IN TWO BIDS (TECHNICAL AND FINANCIAL) system through GeM Portal from reputed firms with adequate experience and financial capability for providing the outsourcing services of Contractual Staff Car Driver under the category of Skilled at ICAR-CICR, Near Khapri Phata, Panjari Farm, Wardha Road, Nagpur.

The open tender enquiry document contains the following:-

CRITICAL DATA SHEET(SECTION)

TENDER NUMBER	(15)St./Outsourcing Services/Staff Car Driver/ HQ NGP/2023-24
TENDER COST	NIL
DESCRIPTION OF WORK	JOB CONTRACT FOR PROVIDING OUTSOURCING SERVICES OF CONTRACTUAL STAFF CAR DRIVER UNDER THE CATEGORY OF SKILLED AT ICAR-CICR, NEAR KHAPRI PHATA, PANJARI FARM, WARDHA ROAD, NAGPUR – 441108
TYPE OF TENDER	Two Bid System (Technical & Financial)
BID SUBMISSION START DATE AND TIME	29.05.2023 and 04.00 PM onwards
BID SUBMISSION END DATE AND TIME	19.06.2023 and 04:00 PM
DATE AND TIME OF OPENING OF TENDERS (TECHNICAL BID)	19.06.2023 and 04.30 PM
OPENING OF TECHNICAL BID	At Main Institute Building, CICR, Nagpur.
BID VALIDITY	90 days from the date of Technical Bid opening
EMD	Rs. 30,000/- (Rupees Thirty thousand only) in the form of Demand Draft in favour of Director, ICAR-CICR, payable at Nagpur.
EMD VALIDITY	90 days from the date of Technical bid opening

SECURITY DEPOSIT (SD)/ PERFORMANCE BOND (PB)	3% of the total contract value (Annually) DD/ Bank guarantee in favour of Director, ICAR-CICR, Nagpur. After the award of the contract, the Successful Bidder should be submitted the hard copy of the original DD/ Bank guarantee to this Institute within 15 days of the award of the contract.
VALIDITY OF SD/PB	60 days after the expiry of the contract
SUBMISSION OF BIDS	Online bids (Technical & Financial) uploaded on GeM Portal from 29.05.2023 to 19.06.2023 upto 04.00 PM. Original EMD i.e. in hard copy should reach before closing date & time of tender to Director, ICAR-CICR, Nagpur. <u>The tenders will not be considered if earnest money is not deposited with the tender</u>
Details of tender	Tender Documents and Notice is also available on CICR website www.cicr.org.in
NOTE	<p>Tenderes /bidders are requested to visit the GeM Portal www.gem.gov.in & CICR website www.cicr.org.in regularly. Any changes /modifications in the tender enquiry will be intimated by corrigendum through this website only.</p> <p>In case any holiday is declared by the Government on the day of opening the tenders, the tenders will be opened on the next working day at the same time.</p>


(A.A. GOSWAMI)

CHIEF ADMINISTRATIVE OFFICER,
ICAR-CICR, NAGPUR

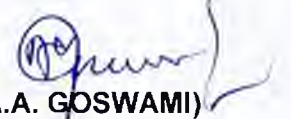
**ICAR – CENTRAL INSTITUTE FOR COTTON RESEARCH, NAGPUR
(ISO 9001-2015 Certified)**

TENDER NOTICE

F. No. (15)St./Outsourcing Services/Staff Car Driver/ HQ NGP/2023-24

Dated: 24.05.2023

The ICAR-Central Institute for Cotton Research, Nagpur invites online OPEN TENDER IN TWO BIDS (TECHNICAL AND FINANCIAL) system through GeM Portal method from reputed firms with adequate experience and financial capability for Job Contract for providing outsourcing services of Contractual Staff Car Driver under the category of Skilled at ICAR-CICR, Near Khapri Phata, Panjari Farm, Wardha Road, Nagpur – 441108. Eligible firms may submit tenders/bids online on GeM Portal from 29.05.2023 to 19.06.2023 upto 04.00 PM. Tenderers are required to submit all other documents online before tender closing date & time. Details can be obtained from www.cicr.org.in.



(A.A. GOSWAMI)

CHIEF ADMINISTRATIVE OFFICER,
ICAR-CICR, NAGPUR

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 Contractual Staff Car Driver under the category of Skilled at ICAR-CICR, Near Khapri Phata, Panjari Farm, Wardha Road, Nagpur – 441108. 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 tender form 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. 30,000/- (Rupees Thirty thousand only)** must be deposited in the form of demand draft payable to Director, ICAR-CICR at Nagpur. The particulars of the earnest money deposited must also be mentioned on the top of the envelope by indicating the draft/pay order 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 deposited with the Tenders. 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 firm fails to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the ICAR-CICR. In the event of the offer made by the firm not being accepted, the amount of earnest money deposited by the firm will be refunded to him after he has applied for the same, in the manner prescribed by the ICAR-CICR.
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, ICAR-CICR 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, ICAR-CICR will be final for any aspect of the contract and binding on 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/ fax/ 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 email/ fax/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. Scanned copy of the Shop & Establishment Registration certificate of the firm under the work contract of the Appropriate Authority. (Central Government / State Government).
 - ii. Scanned copy of valid Registration Certificate with Office of the Regional Labour Commissioner (Central/State).
 - iii. Scanned copy of Certified Accounting statements of the firm for last 3 years (2020-21 to 2022-23) by the Chartered Accountant/ Authorized body.
 - iv. Scanned copy of last three years (2020-21 to 2022-23) continuous experience of the firm in the field of for providing outsourcing services in Govt. (Central/State) Departments/ Autonomous bodies/PSUs/ PSES/Banks & Insurance Companies or other equivalent organizations of high repute.
 - v. Scanned Copy of year wise experience certificate with clear indication of "Satisfactory Services" for the last 3 years (2020-21 to 2022-23) must be provided.
 - vi. Scanned Copy EPF registration certificate issued by Govt. of India/State Government etc.
 - vii. Scanned Copy ESI registration certificate issued by Govt. of India/State Government etc.
 - viii. Scanned Copy EPF/ESIC challan for the preceding three months excluding the month of publication of the tender (More than 20 nos. manpower of Contractual Staff Car Driver are required for further qualification)
 - ix. Scanned Copy of GSTIN No. and registration certificate. Please attach copy of challan for the preceding three months excluding the month of publication of the tender.
 - x. Scanned Copy of 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 must enclose a certificate indicating that there is no criminal/ legal suit pending or contemplated against them.**
 - xii. **An undertaking as per attached Format (Schedule – II) duly attested by Notary on a non-judicial stamp paper of value of Rs. 100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Government Departments, Public Sector Undertakings and/or by Central Vigilance commission during the last three years.**
 - xiii. Scanned Copy of Bid security (EMD) of Rs. 30,000/- (Rupees Thirty thousand only) in the form of Demand Draft issued by any nationalized/ scheduled commercial bank in favour of "Director, ICAR-CICR", payable at Nagpur.
 - xiv. Successful Tenderer will have to enter into a detailed contract agreement with CICR on non-judicial stamp paper of Rs. 1000/- (Rs. One Thousand Only) for each work.
 - xv. Scanned copy of documents indicating registration of head / branch office in the Nagpur Districts of Maharashtra State.

xvi. Scanned copy of Bank Solvency /Haisiyat Certificate of ₹ 5,00,000/- issued by the any Nationalized Bank.

All necessary documents in support of the details for Sl. No. i to xvi must accompany the technical bid. The bid is liable to be rejected in case documents are not uploaded in the technical bid on GeM Portal, 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,



(A.A. GOSWAMI)
CHIEF ADMINISTRATIVE OFFICER,
ICAR-CICR, NAGPUR

GENERAL INFORMATION & OTHER TERMS AND CONDITIONS OF THE JOB CONTRACT FOR PROVIDING OUTSOURCING SERVICES OF CONTRACTUAL STAFF CAR DRIVER UNDER THE CATEGORY OF SKILLED AT ICAR-CENTRAL INSTITUTE FOR COTTON RESEARCH, NAGPUR.

1. Scope of Work: The work of providing outsourcing services of contractual staff car driver under the category of skilled at CICR, Nagpur as detailed in ANNEXURE - I:

NOTE : The firms for providing outsourcing services of contractual staff car driver under the category of skilled and willing to participate in the tendering process may visit the sites (CICR, Nagpur) to inspect the area for better understanding of the requirement of work.


2. *The GST, Income Tax or any other tax which is as per the rules of the Govt. of India be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from to time by government.*
3. *Service charges may be quoted by considering 1% for proprietor or 2% for firm deduction on account of TDS as the case may be, and also 2% TDS on GST shall be deducted for applicable contractual workers as per rule.*
4. *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.*
5. *The rate 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. Service Charges shall be the primary criteria for selecting the firm. Service charges to be quoted on percentage (%) basis. The Firms have to quote only the Service Charges per person per month (in %) as indicated in the Financial Bid (Annexure –II), to be levied by them for providing the service. No change/ revision whatsoever in service charges once quoted shall be admissible during the tenure of tender under any circumstances.*
6. ***If a tenderer does not accept the offer, after the issue of the award of contract by ICAR-Central Institute for Cotton Research, Nagpur within 15 (Fifteen) days, the office made shall be deemed to be withdrawn without any notice & earnest money will be forfeited and also the firm is blacklisted for minimum period of 5 years.***
7. *The personnel's so deployed should follow strict discipline, be punctual & sincere in attendance. Alternative arrangements are to be made by the agency whenever anyone of staff/supervisor will be on leave under intimation to this office.*
8. *The Director reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of The Director shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.*
9. *The staff provided by the contractor should also maintain secrecy and discipline in the premises of Institute.*
10. **The staff provided by the contractor should be capable of reading and writing Hindi and English with a minimum qualification of Matriculation.**
11. ***The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of CICR for the purpose. All complaints should be immediately attended by the Contractor/Agency.***
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 selected agency shall provide the necessary personnel's information to CICR as per labour act. The agency shall employ good and reliable persons with robust health of **age group of 21 to 45 years**. In case any of the personnel so provided is not found suitable by the Institute shall have the right to ask for his/her replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
16. The persons so provided by the contractor under this contract will not be the employee of the Institute/Council and there will be no employer-employee relationship between the Institute/Council and the person so engaged by the contractor in the aforesaid services.
17. Monthly wages are to be paid to the contractual manpower as per monthly minimum wages prescribed by the chief Labour Commissioner (Central), Govt. of India. Differences in wages, if any due to an increase in minimum wages as notified by the Labour Department during the contract period will be reimbursed as per rules on the 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.
18. Payment for service contract will be made monthly upon submission of pre-receipted bill.
19. After physical inspection of the site, detailed assessment/requirements of personnel for providing allied services at the CICR, Panjari, Wardha Road, Nagpur shall have to be furnished along with the Tender. However, the Tenders should indicate only the service charges per person per month 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.
- 20. The CICR shall not bear any extra charge on any account whatsoever i.e. EPF, ESI contribution, Uniform, Liveries etc.**
21. 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 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.
22. The Contractor should maintain all the registers, which are kept in concerned Section.
23. The Contractor must not employ child labour.
24. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
25. Risk Clause: The Director, CICR reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause notice 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.

26. **The payment to contractor will to be made through e-payment only. The details of IFSC Code must be mentioned / submitted with tender / quotation. So detail such as – (i) Name of the firm, (ii) Name of the Beneficiary Bank, (iii) Name of the Bank Branch, (iv) Beneficiary Bank Account No., (v) Beneficiary Bank Account Type, (vi) Beneficiary Bank IFSC Code No., (vii) PAN No. of Beneficiary.**
27. 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.
28. The agency shall submit monthly bills 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 a waiting for payment of the bill from CICR, Nagpur.** After receipt of bills with all documents (EPF/ESIC, GST etc.), the institute shall make payment within 20 days of submission of bill.
29. Only those firms will be considered for financial bid who will qualify in the technical bid. Successful Tenderer will have to enter into a detailed contract agreement with CICR on non-judicial stamp paper of Rs. 1000/- for the work. Specimen copy of the agreement is at **ANNEXURE – III.**
30. **The successful Agency shall deposit the performance security (3% amount of the total contract value) with the Institute in the form of a Demand Draft /Bank Guarantee only issued by any Nationalized Bank within 15 days of the award of the contract.**
31. **LIQUIDATED DAMAGES CLAUSE:**
1. An amount equivalent to two days of contract amount. Subject to a minimum of ₹ 1000/- 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 contractor by CICR, and if no action is taken within four hours 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 of the Institute reserves the rights to reject any or all Tenders in whole or in Part without assigning any reasons thereof. The decision of Director of the Institute shall be Final and binding on the contractor/agency in respect of any clause covered under the Contract.

Yours faithfully



Chief Administrative Officer
For and on behalf of the Director, ICAR-CICR,
Near Khapri Phata, Panjari Farm,
Wardha Road, Nagpur – 441108

ANNEXURE - I

SCOPE OF CONTRACTUAL MANPOWER REQUIREMENT:-

1.

Sr. No.	Work details	Approx. Number of Point
1.	Contractual Staff Car Driver under the Category of Skilled (i) A valid driver driving license for Light Motor Vehicle (Four Wheeler). (ii) Knowledge of motor mechanism. The driver should be able to repair minor defects in vehicles. (iii) Experience of driving a motorcar for at least 2 years in Maharashtra and not been involved in any accident. (iv) It is desirable that the driver has qualified minimum 8 th Standard & is preferably 10 th Standard pass.	4

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 Director,
ICAR-Cental Institute for Cotton Research,
Near Khapari, Phata, Panjari Farm,
Wardha Road, Nagpur – 441108.

Sir,

I/We wish to submit our tender for providing outsourcing services of Contractual Staff Car Driver under the category of Skilled AT CICR, NEAR KHAPRI PHATA, PANJARI FARM, WARDHA RAOD, NAGPUR – 441108. Details are:

1. Tender Documents with each and every page signed are submitted online through the GeM Portal.
2. EMD for Rs. 30,000/- (Rupees Thirty thousand only) is submitted in form of Demand Draft payable in favour of DIRECTOR, ICAR-CICR, NAGPUR.
3. Documents required for Technical evaluation are submitted in that order.
4. The Financial Bid is submitted in the format prescribed.
5. Organization details of the firm/agency :-

i.	Name of Tendering Manpower Company/ Firm/ Agency/ Contractor: (Attach attested copy of certificate of registration)	
ii.	Name of Director of Company/Active Partner of Firm/ Authorized Agent/ Proprietor	
iii.	Full address of Operating/ Branch Office Telephone/Mobile No. : FAX No. : E-mail address :	
iv.	Full address of Operating/ Branch Office at Nagpur	
v.	Banker of the Company/ Firm/ Agency/ Contractor with Full address (Attach certified copy of latest bank statement.)	
vi.	PAN/ Permanent Income Tax No. / Circle/ Ward TAN/TIN No. (Attach attested copy)	
vii.	GST Registration No. (Attach attested copy)	
viii.	E.P.F Registration No. (Attach attested copy)	
ix.	E.S.I Registration No. (Attach attested copy)	
x.	Details of Earnest Money (Amount, Demand Draft No., Date, Name of Issuing bank)	

7. 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 :-

Sr. No	Documents (Strictly) as per details below	Whether submitted or not	If submitted, mention file name & page no.
1	Scanned copy of the Shop & Establishment Registration certificate of the firm under the work contract of the Appropriate Authority. (Central Government / State Government).		
2	Scanned copy of valid Registration Certificate with Office of the Regional Labour Commissioner (Central/State).		
3	Scanned copy of Certified Accounting statements of the firm for last 3 years (2020-21 to 2022-23) by the Chartered Accountant/ Authorized body.		
4	Scanned copy of last three years (2020-21 to 2022-23) continuous experience of the firm in the field of for providing outsourcing services in Govt. (Central/State) Departments/ Autonomous bodies/PSUs/ PSES/Banks & Insurance Companies or other equivalent organizations of high repute.		
5	Scanned Copy of year wise experience certificate with clear indication of "Satisfactory Services" for the last 3 years (2020-21 to 2022-23) must be provided.		
6	Scanned Copy EPF registration certificate issued by Govt. of India/State Government etc.		
7	Scanned Copy ESI registration certificate issued by Govt. of India/State Government etc.		
8	Scanned Copy EPF/ESIC challan for the preceding three months excluding the month of publication of the tender (More than 20 nos. manpower of Contractual Staff Car Driver work are required for further qualification).		
9	Scanned Copy of GSTIN No. and registration certificate. Please attach copy of challan for the preceding three months excluding the month of publication of the tender.		
10	Scanned Copy of ISO Certificate of relevant field.		
11	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 must enclose a certificate indicating that there is no criminal/ legal suit pending or contemplated against them.		
12	An undertaking as per attached Format (Schedule – II) duly attested by Notary on a non-judicial stamp paper of value of Rs. 100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Government Departments, Public Sector Undertakings and/or by Central Vigilance commission during the last three years.		

13	Scanned Copy of Bid security (EMD) of Rs. 30,000/- (Rupees Thirty thousand only) in the form of Demand Draft issued by any nationalized/ scheduled commercial bank is favour of "Director, ICAR-CICR", payable at Nagpur.		
14	Scanned copy of documents indicating registration of head / branch office in the Nagpur Districts of Maharashtra State.		
15	Scanned copy of Bank Solvency /Haisiyat Certificate of ₹ 5,00,000/- issued by the any Nationalized Bank.		

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 of 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 quotation form.

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/ Departments.

Signature

Name & Address of the Firm

Telephone No.

Moblie No.

Email :

Note: The information required at Sl. No.1 to 16 must be accompanied with the certified copies of the document 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.

UNDERTAKING

I/We have 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, Nagpur.

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: -

Designation: -

Address: -

Place: -

Dated: -

FINANCIAL BID**(TO BE SUBMITTED ONLY ELECTRONICALLY)****The financial bid to be uploaded in GeM Portal only.**

Last date for receipt of tender : 19.06.2023 upto 4.00 PM

Date of opening of tender (Technical Bid) : 19.06.2023 at 4.30 PM

(At Central Institute for Cotton Research, Near Khapri Phata, Panjari Farm, Wardha Road, Nagpur - 441108)

To,

The Director,
ICAR-Central Institute for Cotton Research,
Near Khapri Phata, Panjari Farm, Wardha Road,
Nagpur – 441108.

Sir,

I/We wish to submit our tender for Job Contract for providing outsourcing services of Contractual Staff Car Driver under the category of Skilled at CICR, Nagpur on the following rates:

SL No	Description of Work	Remarks
(a)	For Contractual Staff Car Driver under the Category of Skilled: Monthly minimum wages as per minimum wages of Agricultural Sector of Central Govt. or State Govt. whichever is higher shall be applicable	Not to be quoted by the agency
(b)	Bonus (Wherever applicable as per rule)	
(c)	Employee State insurance (ESI)	
(d)	Employee Provident Fund (EPF)	
(e)	Service charges to be quoted on percentage (%) basis only. (Service charges not to be quoted less than 3.85% as per the Office Memorandum No. F.6/1/2023-PPD dated 06.01.2023 of Government of India, Ministry of Finance Department of Expenditure Procurement of Policy Division, New Delhi)	
(f)	GST/ other taxes will be paid extra as per extant govt. rules	Not to be quoted by the agency
(g)	Overtime Allowance per hour (@twice the hourly rate as per Minimum Wages) for duty beyond a duty period (9.00 AM to 5.30 PM) and Duty on Sundays/Holidays as per minimum wages (Total 50 Hrs. per month.)	Not to be quoted by the agency
(h)	"Night Charges" per night for Outstation Duty performed by the Driver (₹ 500/- per day)	Not to be quoted by the agency

NOTE:

1. As per the Regional Labour Commissioner (Central) guidelines that CICR, Panjari, Wardha Road, Nagpur is covered under Area "A", Zone-I i.e. within 15 kms. from the periphery/ boundary of the Nagpur Municipal Corporation.
2. As per the Deputy Chief Labour Commissioner (Central) guidelines the Minimum rates of wages include also the wages for weekly day of rest.
3. As per the Payment of Bonus (Amendment) Act, 2015 dated 1st January, 2016, Bonus is admissible at this Institute, **wages not exceeding ₹ 21,000/- per month, if exceeding then "NIL"**.
4. Central/State Govt. has fixed the minimum rates of wages, the rates of wages for Employees Employed in Agriculture Sector whichever is higher will be applicable.
5. "NIL" Service Charges will not be considered as per Ministry of Finance Department of Expenditure P.P. Division guidelines dt. 28.01.2014.
6. Service charges to be quoted 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.
7. In case of more than one successful lowest bidder (L1), the work/contract will be awarded to the firm randomly selected by the GeM Portal.

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:-

We have carefully read the terms and conditions of the quotation and are agreed to abide by these in letter and spirit.

Signature

Name & Address of the Firm

Telephone No.

Moblie No.

Email :

DRAFT SPECIMEN AGREEMENT

This agreement is made at Nagpur on (Date.....) _____ between... .. (firm name.....) and ICAR-Central Institute for Cotton Research, through Director, ICAR-CICR 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 CICR invited open tender from reputed firms with experience & financial capability for Job Contract for providing outsourcing services of Contractual Staff Car Driver under the category of Skilled at CICR, Nagpur. And whereas the CICR has decided to assign the annual job work contract for providing of outsourcing services at CICR, Nagpur to the firm M/son the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f. (date) and will remain in force for a period for one year but can be terminated by Director, ICAR-CICR 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 Contractual Staff Car Driver under the category of Skilled at Central Institute for Cotton Research, Near Khapri Phata, Panjari Farm, Wardha Road, Nagpur - 441108.
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 CICR shall have no liability on this account in any manner.
5. That the firm shall ensure that all persons deployed at CICR, Nagpur are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. Director, ICAR-CICR or duly authorized officer in this behalf shall have the right to ask for the removal from the CICR, Nagpur 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.
7. The manpower deployed by the firm should work as per the scope defined at Schedule-I of the tender document.

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 Contractual Staff Car Driver under the category of Skilled at Central Institute for Cotton Research, Near Khapri Phata, Panjari Farm, Wardha Road, Nagpur - 441108 as per 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 Nagpur 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 effective month as per the order; the agency submits the revised minimum wages letter from the authorities.
9. The firm will raise a bill of this amount on 14th working day of every month and the payment 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 GST, Income Tax or any other tax which is as per the rules of the Govt. of India be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
11. In case of dispute between the parties, the matter shall be referred to Director, ICAR-CICR. The decision of the Director, ICAR-CICR shall be final and binding in any respect of any dispute between the parties.
12. That the firm shall issue identity card to each of the workers engaged for entry into CICR, Nagpur premises.
13. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Director, ICAR-CICR shall have power to terminate the contract.
15. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services 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, viz. obligations under Contract Labour (Regulation & Abolition) Act. 1970, Workmen's Compassion Act, E.P.F. & and ESI Act etc. Firm agrees to indemnify and keep indemnified the Institute on account of any failure to comply with the obligations under various laws or damage to CICR, Nagpur due to acts/omissions of firm.

16. It is also agreed that under no circumstances, the volunteers and employees/ workmen of the firm shall be treated, regarded or considered or deemed to be treated as the employees of the CICR and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the Institute, 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.
17. The contract is subject to the conditions that the firm shall comply with all the laws of Central Govt./State Govt. as applicable relating to this contract.
18. In case of any loss or damage to the property of the CICR which is attributable to the firm, the full damages will be recovered from the firm.
19. The firm shall not transfer its right of work or sub- contract to anyone else.
20. The firm or its workers shall not misuse the premises for any purpose other than for which contract is awarded.
21. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligently and honestly. 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.
22. In case of any accident/ loss of life of the workers during discharging duties, if any compensation is awarded, the same shall be borne by the firm.
23. There will be surprise checking by an Officer of CICR. Shortcomings, if any, pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
24. The firm shall provide a coordinator for immediate interaction with the CICR.
26. The terms and conditions as stipulated in the tender documents shall be part of this agreement.
27. **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 CICR and if no action is taken within four hours, liquidated damage clause will be invoked as per the details below:-
 - a. For misbehavior such as, drunken state of the person, not performing the duties attentively penalty of Rs. 1000/- per such incident will be imposed.
 - b. For causing "damage to the public property" Three times the market value of the damaged property.

- c. For breach of any of the conditions of the contract: Termination of contract and forfeiture of Performance security or a minimum penalty of Rs. 5,000/- per default as the case may be depending upon the grounds of violation.
- d. If services is not observed up the satisfaction of the Institute, a penalty of minor fine of Rs.2,000/- per incident or a major fine of Rs. 5,000/- per incident will be imposed on the agency.
- e. For persistent breach or unsatisfactory services-termination of contract along with forfeiture of performance security and blacklisting.
- f. In case of any default in Labour Laws (specifically payment of wages act, minimum wages act, ESIC & EPF) and for delayed payment after 7th day of month 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 reserves the right to reject any of all tenders in whole or in part without assigning any reason therefore. The decision of Director, ICAR-CICR shall be final and binding on the contractor/firm in respect of any clause covered under the contract.

Name & Signature of Witness 1 :
Address :

(Authorized Signatory)
on behalf of the firm

Name & Signature of Witness 2:
Address:
For and on behalf of the Director, ICAR-CICR,
Khapri Phata, Panjari Farm, Wardha Road,
Nagpur – 441108 .

(Authorized Signatory)
Director, ICAR-CICR, Nagpur

