

CENTRAL RESEARCH INSTITUTE FOR DRYLAND AGRICULTURE (Indian Council of Agricultural Research) Santoshnagar :: Saidabad Post :: Hyderabad - 500 059



F.No. 1-22[2]/2013-Estt.I Dated 30th January, 2013

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB WORK CONTRACT FOR PROVIDING [ASSISTANCE IN FARM, FIELD, LABORATORY AND OFFICE WORKS AT CRIDA MAIN BUILDING, HAYATHNAGAR RESEARCH FARM AND GUNEGAL RESEARCH FARM]

- A. Cost of Tender Form ₹ 1000/- [Rupees One thousand only]
- B. Pre-bid conference on 11.02.2013 at 1430 hrs.
- C. Last date of sale of Tender Form is 16.02.2013 at 1400 hrs.
- D. Last date of receipt of Tenders on Office on 16.02.2013 at 1430 hrs.
- E. Tenders [bids] to be opened on 16.02.2013 at 1500 hrs.
- F. Tender validity to remain open for acceptance upto 90 days from the date of opening.
- G. The Tender document is also available at our web-site: www.crida.in.

From : In-charge

[Name and address of the Institute]

То

.....

Dear Sir[s],

Sealed tenders are hereby invited on behalf of the Director, Central Research Institute for Dryland Agriculture, Santoshnagar, Hyderabad-500 059 for contract of **PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING ALLIED SERVICES AT [FARM, FIELD, LABORATORY AND OFFICE WORK AT CRIDA, SANTOSHNAGAR, HYDERABAD].** The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the Tender Form and its schedules. Please submit your rates in the Tender Form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

 The Tender document may be purchased at a cost of ₹ 1000/- by submitting a Demand Draft of ₹ 1000/- payable to 'ICAR Unit A/c CRIDA' Hyderabad from Assistant Administrative Officer [E.I], CRIDA, Hyderabad. The tender document may also be down-loaded from website : <u>www.crida.in</u>. The cost of tender document may be enclosed as a Demand Draft / Pay order, payable to 'ICAR Unit A/c CRIDA' Hyderabad.

Pre-bid conference will be held on 11.02.2013 at 1430 hrs.

2. An earnest money of ₹ 1,00,000/- [Rupees one lakh only] must be deposited in the form of demand draft/pay order payable to 'ICAR Unit A/c CRIDA, Hyderabad'. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft/pay order number and date, failing which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders.

- 3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not 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.
- 4. The Schedules of the Tender Form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the Tender Form. If any modification of the schedule is considered necessary it should be communicated by means of the separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed, otherwise the tenders may be rejected.
- 5. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of [i] a sole proprietor of the firm or constituted attorney of such sole proprietor, or [ii] a partner of the firm, if it be partnership, in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or [iii] constituted attorney of the firm if it is a company.
- 6. If tenderer does not accept the offer, after issue of letter of award by Institute within 45 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
- 7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry, it appears that the persons so signing had no authority to do so, the Council/ Institute shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
- 8. The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be superscribed "THE JOB WORK CONTRACT FOR PROVIDING ALLIED SERVICES AT [CENTRAL RESEARCH INSTITUTE FOR DRYLAND AGRICULTURE, SANTOSHNAGAR, HYDERABAD-500 059] with address of this office and the tenderer. All tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the tenders box, which will be kept in the Administration Section [E.I] of the [Central Research Institute for Dryland Agriculture, Santoshnagar, Hyderabad-500 059] not later than time/date/month/year.
- 9. The rates quoted by each firm for job contract in tenders be given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on tenderer's behalf should be indicated in the tenders. Name and address of permanent representative of the tenderer if any may also be indicated.
- 10. The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to tender for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional tenders will not be accepted.

- 11. A security deposit of the requisite amount for the contract is to be deposited by the selected agency/successful tenderer only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited.
- 12. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
- 13. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and will not entertain any claim whatsoever in this respect. However, the service taxes or any other tax which is as per the rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
- 14. The manpower provided by the agency under this contract will not be the employee of the CRIDA and there will be no employer-employee relationship between CRIDA and the person so engaged by the contractor in the aforesaid services.
- 15. Payment for service contract will be made monthly upon submission of pre-receipted bill.
- 16. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The CRIDA shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc. Any escalation of minimum wage as per the notification issued by the office of Labour Commissioner [Central] from time to time during the period of contract shall be borne by the Contractor.
- 17. 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.
- 18. Risk Clause : CRIDA 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 S.D. or pending bills or by raising a separate claim.

LIQUIDATED DAMAGES CLAUSE :

- An amount equivalent to two days of contract amount, subject to a minimum of ₹ 500/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by CRIDA 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.
- 19. Director, 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. The agreement is terminable with one month's notice on either side.
- 20. Decision of Director, 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 by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
- 21. Acceptance by the Institute will be communicated by FAX/Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Telegram/ Express letter etc. should be acted upon immediately.

- 22. The following documents/vouchers are required to be enclosed with the Tender Form which are the terms and conditions of the tender's documents :
 - a] Registration certificate of the firm under the work contract of the Govt. of AP.
 - b] Minimum turnover of the firm during the last financial year.
 - c] Last three years continuous experience of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporation of Govt. of India/reputed public or private organizations' provide the details in enclosed tabular form.
 - d] Certified Balance Sheet of the firm for last year of the service contract by the chartered accountant,
 - e] Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years.
 - f] Employee EPF registration certificate issued by Council.
 - g] Employee ESI registration certificate issued by Council.
 - h] The contractor/agency must have a registration with the Contract Labour [Regulation and Abolition] Act, 1970. The contractor shall obtain the labour licence under this Act.
 - i] Nos. of staff/supervisors registered under ESI/EPF separately. Minimum 50 nos. [Staff/Supervisors] required with their ESI & EPF contributions. Documentary proof of vouchers to be required and may be attached.
 - j] Service tax registration certificate issued by Govt. etc.
 - k] Successful Tenderer will have to enter into a detailed contract agreement with CRIDA on nonjudicial stamp paper of ₹ 100/- [Rupees one hundred only] for each work.

Yours faithfully,

For and on behalf of the Director [Name & address of the Institute]

TENDER FOP THE CONTRACT FOR JOB WORK/SERVICE CONTRACT

FOR

Full Name & Address of the Tenderer in Addition to Post Box No., if any, should be quoted in all communications to this Office	:
Telephone No.	:
Telegraphic Address/FAX/Cellular No.	:
E-mail Address	:

From :

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To

[Name and address of the Institute]

I/We have read all the particulars regarding the General information and other terms and conditions of the contract for THE JOB WORK FOR and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/We agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

3. The following pages have been added to and form a part of this Tender The Schedule-I and II to accompany this Tender are at pages.....

4. Every page so attached with this Tender bears my signature and the office seal.

5. Pay order/DD No..... of ₹ drawn infavour of "ICAR Unit Account – CRIDA, Hyderabad" and payable at Is enclosed as earnest money required.

Yours faithfully,

Signature & Seal of the Tenderer

Witness Address.... Occupation :.... Telephone No. office Residence Mobile 5

Signature of witness to contractor's signature Address : Name and Signature of Witness : Address

SCHEDULE TO TENDERS

SCHEDULE – I

PART – I

- 1. Name of the Firm / Agency
- 2. Full address with Post Box No. and Telephone No. if any
- Constitution of the Firm / Agency [Attached copy] Indian Companies Act, 1956 Indian Partnership Act, 1932 [Please give names of partners] any other Act, if not, the owners
- 4. For partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender
 - i. If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration
 - ii. If the answer to above is in 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
- 5. Name and Full address of your Banker
- 6. Your Permanent Income Tax No./Circle/Ward
- 7. Any other relevant information

PART – II

8. Earnest Money Deposited

Yes / No

PART – III

- Name and Address of the Firm's representative and whether the firm would be representing at the opening of the Tenders
- 10. Name of the Permanent Representative to be visiting CRIDA regarding the contract

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

SCHEDULE - II

GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING ASSISTANCE IN FARM, FIELD, LABORATORY AND OFFICE WORKS AT CRIDA MAIN BUILDING, HAYATHNAGAR RESEARCH FARM AND GUNEGAL RESEARCH FARM

[Central Research Institute for Dryland Agriculture, (Indian Council of Agricultural Research) Santoshnagar :: Saidabad Post :: Hyderabad - 500 059 as per requirement]

Scope of Work : As mentioned in Annexure-I, II, III, IV and V.

Annexure-I	Charter of duties for Assistance In Field Work at Hayathnagar Research Farm
Annexure-II	Charter of duties for Assistance In Field Work at Gunegal Research Farm
Annexure-III	Charter of duties for Assistance In Laboratory Work
Annexure-IV	Charter of job work for maintenance of lawns, orchard, garden, experimental crop area, uncultivated premises in CRIDA Main Campus
Annexure-V	Charter of Duties for Assistance In Office Work

TERMS AND CONDITIONS :

- 1. The contractor should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
- 2. Changing of staff/supervisor should be intimated to OIC [HRF] / OIC [GRF] / OIC [Main Campus].
- 3. The Director, CRIDA reserves the right to reject any or all quotations in whole or in part without assigning any reason thereof. The decision of Director, CRIDA shall be final and binding on the Contractor / Agency in respect of clause covered under the contract.
- 4. The staff provided should also maintain secrecy and discipline in the premises of Institute.
- 5. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Middle Standard for the elementary type of job. For assistance in office work, Graduate qualification would be necessary.
- 6. The contractor shall keep relevant records as per Contract Act.
- 7. Uniform with colour specifications and pattern approved by CRIDA should be supplied by the contractor to the workers at his own cost and it should be ensured that the working staff etc., are in proper uniform while on duty.
- 8. The agreement is terminable with one month notice on either side.
- 9. The contractor shall not sublet the work without prior written permission of the CRIDA.
- 10. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 11. The persons so provided by the agency under this contract will not be the employee of the CRIDA and there will be no employer-employee relationship between the Council and the person so engaged by the contractor in the aforesaid services.
- 12. Payment for service contract will be made monthly upon submission of pre-receipted bill.

- 13. After physical inspection of the site, a very detailed assessment/requirements of personnel for providing allied services at the CRIDA shall have to be furnished alongwith the Tender. However, the Tenders should indicate only the lump-sum amount in respect of all the services covered under this contract and that rates should not be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.
- 14. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The CRIDA shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.
- 15. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of low in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the CRIDA 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, CRIDA shall be final and binding on the contractor.
- 16. Income Tax will be deducted from the payments due for the work done as per rule.
- 17. Changing of Supervisor/Staff should be intimated to the Caretaker for Main Campus and respective Farm Incharge.
- 18. The Contractor must employ adult labour only. Employment of Child Labour may lead to the termination of the Contract.
- 19. 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.
- 20. Risk Clause : CRIDA 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 S.D. or pending bills or by raising a separate claim.

LIQUIDATED DAMAGES CLAUSE :

- 1. An amount equivalent to two days of contract amount, subject to a minimum of ₹ 500/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section, it will be brought to the notice of the supervisory staff of the firm by CRIDA 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.

The Director. CRIDA 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.

Details of the Minimum 03 years experience / work done

SI.No.	Name of the Deptt./ Organization & Name of	Per	iod	No.of Staff deployed	Remar,s
	Contact Person with Ph. No.	From	То		

[Authorized Signatory]

FINANCIAL BID :

To The Director Central Research Institute for Dryland Agriculture Santoshnagar Hyderabad-500 059

Sir,

No.	Particulars	Per Month
	Monthly consolidated rate offered for THE JOB WORK CONTRACT FOR PROVIDING In accordance with the highest standards of Allied Services and as per the terms and conditions specified in the Tenders including all labour, material, transportation, specially covered all Acts & taxes etc. as applicable from time to time.	

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 Tender Form.

We have carefully read the terms and conditions of the Tender and agree to abide by these in letter and spirit.

Signature :
Name & Address of the Firm :
Telephone No.:
Mobile No.: