

**ICAR - CENTRAL RESEARCH INSTITUTE FOR DRYLAND AGRICULTURE**  
**Santoshnagar, Saidabad Post, Hyderabad-500 059**

F.No.1-22(2)/2016.17-Estt.I  
Dated 24<sup>th</sup> February, 2017

**INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS**  
**GOVERNING THE JOB/WORK CONTRACT FOR PROVIDING MANPOWER TO DRIVE**  
**LIGHT/HEAVY MOTOR VEHICLES**

Cost of Tender Form	:	₹ 1,000/- (Rupees One thousand only)
Last date of submission of Tenders	:	18.03.2017 at 1430 hrs
Date of opening of Technical Bids	:	18.03.2017 at 1500 hrs
Date of opening of Financial Bids	:	To be intimated later
Tender validity	:	<b>90 days</b> from the date of opening

From

ICAR - Central Research Institute for Dryland Agriculture  
Santoshnagar, Hyderabad - 500 059

To

.....  
.....  
.....

Dear Sir(s),

Sealed tenders are hereby invited on behalf of the Director, Central Research Institute for Dryland Agriculture, Santoshnagar, Hyderabad - 500059 for **JOB/WORK CONTRACT FOR PROVIDING MANPOWER TO DRIVE LIGHT/HEAVY MOTOR VEHICLES**. The tentative requirement is 14 [fourteen] workmen per month. The requirement is likely to increase or decrease depending upon the activities of the Institute. The terms and conditions of the contract which will govern the contract are those contained in the General Conditions of Contract and the special terms & conditions 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.

1. The tender document may be downloaded from CRIDA website: [www.crida.in](http://www.crida.in). The cost of tender document of **₹ 1000/- (Rupees one thousand only)** should be enclosed along with the tender in the form of Demand Draft / Banker's Cheque in favour of '**ICAR Unit - CRIDA**' payable at Hyderabad.
2. An earnest money of **₹ 50,000 (Rupees Fifty Thousand Only )** should be deposited in the form of Demand Draft / Banker's Cheque in favour of '**ICAR Unit - CRIDA**' payable at Hyderabad. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the DD/BC and date. The tenders will not be considered if earnest money is not deposited with the tenders.

Signature of Tenderer with Seal

3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resale from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulation the EMD will be forfeited. 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, and such the tenders are likely to be rejected.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or 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 7 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 tender form or any other document 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 Director, CRIDA 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 tender and the schedule to the tender and annexure, if any, should be signed by the tenderer.
8. The original copy of the tender is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be superscribed '**QUOTATION FOR JOB/WORK CONTRACT FOR PROVIDING MANPOWER TO DRIVE LIGHT/HEAVY MOTOR VEHICLES**', with address of this office and the Tenderer shall place two envelopes clearly marked containing Technical Bid and Financial Bid separately. Tenders to be hand delivered should be put in the Tenders box, which will be kept in Room No.11, E-I Section, not later than the due date & time. Tenders can also sent by Registered/Speed Post but CRIDA shall not be liable for late receipt of tenders due to postal delay or any other reasons. Tenders to be hand delivered should be put in the tender box kept in **Room no. 111, E-I Section**, not later than due date & time.
9. The rates should be quoted 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.

Signature of Tenderer with Seal

10. The Institute is not bound to accept the lowest or any other tenders and also reserves to itself the right of accepting the tenders in whole or in part. Conditional tenders will not be accepted.
11. **An amount of 10% of total contract value as Security Deposit in the form of DD/ PO/Bank Guarantee/FDR** for the contract is to be deposited by the successful Tenderer, after receiving a communication from the Institute. In the event of non-deposit of the same within 15 days of the communication, the earnest money will be forfeited. In the event of any default of performance or conditions of contract, the security deposit will be forfeited.
12. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
13. The Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by the Institute. Income Tax or any other tax, shall be deducted at source from monthly bills of the successful Tenderer, as per rules/instructions made applicable from time to time by the government.
14. The manpower provided by the agency under this contract will not be the employees of CRIDA and there will be no employer-employee relationship between CRIDA and the persons so engaged by the contractor in the aforesaid services.
15. The agency shall submit pre-receipted monthly bills for the job performed during the preceding month along with proof of contribution made for ESI / EPF in respect of the manpower provided to CRIDA. **The contractor shall deposit the contributions of EPF and ESI in respect of labour to the EPF/ESI offices and copies of Electronic Challan cum Receipt (ECR) of previous month will be attached along with the bill for payment of subsequent month.**
16. The firm shall pay to every employee engaged, wages at a rate not less than the minimum rates [including VDA] fixed by the Government of India under the provisions of the Minimum Wages Act.
17. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Government 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 Security Deposit or pending bills or by raising a separate claim.
19. The Director, CRIDA 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.

Signature of Tenderer with Seal

20. The decision of Director, CRIDA 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, CRIDA. 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 of offer by the Institute will be communicated by Fax/email/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/email/Express letter etc. should be acted upon immediately.
22. The Director, CRIDA reserves the right to award the job contract in part or full keeping various statutory liabilities and may not be to the lowest quoted contractor/firm.
23. Successful Tenderer will have to enter into a detailed contract agreement with CRIDA on non-judicial stamp paper of ₹ 100/- (Rupees one hundred only)
24. Financial bids of only those firms will be considered who qualify in the technical bid.
25. LIQUIDATED DAMAGES CLAUSE
  - i. An amount equivalent to two days of contract amount, subject to a minimum of Rs.1000/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not upto the mark, it will be brought to the notice of the contractor and if no action is taken within a reasonable time frame, liquidated damages clause will be invoked.
  - ii. Any misconduct / misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.
26. The following documents / vouchers are required to be enclosed with the Tender Forms (Technical Bid) which will form necessary part of the terms and conditions of the tender document:-

#### **Essential**

- a) Registration certificate of the firm under the work contractor of the Government of Telangana/A.P. (Enclosure I).
- b) Copies of audited trading, P/L and Balance sheets by a registered chartered accountant for the last 3 years (2013-14, 2014-15 and 2015-16) to be submitted where a minimum of ₹ 25,00,000 (Rupees Twenty five lakhs only) should be turnover of the firm in respect of all its business activities. (Enclosure II).
- c) Last three years continuous experience of the firm in the field of providing labour in Central Govt. establishments/Autonomous bodies of Govt. of India / Corporation of Govt. of India/reputed public or private organisations' provide the details in enclosed tabular form (Enclosure III).
- d) Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last 3 years (Enclosure IV).

Signature of Tenderer with Seal

- e) Employee EPF registration certificate issued by EPF Department (Enclosure V).
- f) Employee ESI registration certificate issued by ESI Department (Enclosure VI).
- g) No. of staff/supervisors registered under ESI/EPF separately. Minimum 20 Nos. are (Staff/Supervisors) are required with their ESI& EPF contributions. Documentary proof of vouchers to be attached (Enclosure VII).
- h) Service tax registration certificate issued by Govt. Department (Enclosure VIII).

Yours faithfully,

For and on behalf of the Director  
(Name and Address of the Institute)

Signature of Tenderer with Seal

## TENDER FOR THE CONTRACT FOR JOB / WORK CONTRACT

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.:  
Fax/Cellular no.:  
E-mail address:

From:

.....  
.....

To

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

I/We have read all the particulars regarding the General Information and other terms and conditions of the **JOB/WORK CONTRACT FOR PROVIDING MANPOWER TO DRIVE Light/Heavy Motor Vehicles** 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- III 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 from 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. DD/BC No \_\_\_\_\_ dated \_\_\_\_\_ for ₹ \_\_\_\_\_ drawn in favour of "ICAR Unit- CRIDA" and payable at Hyderabad is enclosed as earnest money deposit.
6. DD/BC No \_\_\_\_\_ dated \_\_\_\_\_ for ₹ \_\_\_\_\_ drawn in favour of "ICAR Unit- CRIDA" and payable at Hyderabad is enclosed as cost of Tender Form.

Yours faithfully,

Signature and Seal of the Tenderer

Witness .....  
Address .....  
Occupation .....

Telephone No. Office  
Residence  
Mobile

Signature of witness to contractor's signature  
Address:

Name and Signature of Witness:  
Address

Signature of Tenderer with Seal

## SCHEDULE TO TENDERS

## PART-1

- 1 Name of the Firm / Agency :
- 2 Full Address with Post Box No. and Telephone No. if any :
- 3 Constitution of the Firm / Agency [Attached Copy] Indian Companies At. 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

- 9 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 :

AUTHORISED SIGNATORY

Date:  
Place:

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

Signature of Tenderer with Seal

**SCHEDULE – II****GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING MANPOWER TO DRIVE LIGHT/HEAVY MOTOR VEHICLES****Scope of work:**

<b>Sl. No.</b>	<b>Job</b>	<b>Detail of work</b>	<b>Remarks</b>
1.	Driving of LMV/HMV	The Job involves driving Car, Jeep, Bus, Tractor, etc.	The driver should be possessing valid licence for driving LMV/HMV

**TERMS AND CONDITIONS**

1. The workmen should follow strict attendance and alternative arrangements are to be made by the contractor whenever anyone of the workman is absent.
2. Contractor should pay the workmen wages not less than the minimum wages fixed by the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India, New Delhi.
3. The tenderers who quote rates equal or higher than the prevailing minimum wages fixed by Chief labour commissioner(C), New Delhi as on the closing date for receipt of tenders will only be considered.
4. The contractor will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages, ESI, EPF and Labour Act and various other provisions for all its employees deputed to work for the CRIDA.
5. CRIDA will be the Principal employer. Accordingly, the payments made to the workers will be checked by the DDO, CRIDA.
6. Initially the period of contract is for one year but likely to be extended for one more year upon satisfactory performance.
7. Since the tender will be awarded on 'Job Contract' basis, the workmen deployed by the Contractor do not have any right to demand/claim wages and statutory obligations directly from CRIDA.
8. Changing of staff should be intimated to OIC (Vehicles), CRIDA.
9. The Director, CRIDA reserves the right to reject any or all quotations in whole or in part without assigning reason thereof. The decision of Director, CRIDA shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
10. The staff provided should also maintain secrecy and discipline in the premises of Institute.
11. Contractor must provide uniforms (02 pairs) to drivers.

Signature of Tenderer with Seal



12. The staff provided should be possessing valid Driving License for LMV/HMV and possess experience in driving for at least 03 years.
13. The contractor shall keep all relevant records as per Labour Contract Act.
14. The contractor shall not sublet the work without prior written permission of the CRIDA.
15. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
16. The workmen provided by the contractor will not be the employee of the CRIDA and there will be no employer-employee relationship between the CRIDA and the person so engaged by the contractor in the aforesaid services.
17. Payment for service contract will be made on monthly basis upon submission of pre-receipted bills along with the proof for depositing the ESI and EPF contributions for workmen engaged at CRIDA.
18. 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 of law 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.
19. The contractor must employ adult labour only. Employment of child labour may lead to the termination of the contract.
20. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Government in force relating to this contract.
21. 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.

Signature of Tenderer with Seal

**Year-wise details of the Minimum 03 years experience/work done**

Sl. No.	Name of the Department / Organization & Name of Contract	Period		No. of staff deployed	Remarks
		From	To		

Signature of Tenderer with Seal

**FINANCIAL BID**  
**SCHEDULE-III**

(This financial bid to be enclosed in a separate envelope with seal)

Last date for receipt of Tender : 18.03.2017 at 1430 hrs  
Date of opening of Financial Bid : As per intimation

The tender will remain open for acceptance upto 90 days from the date of opening of bid. The rates tendered will be valid for a period of one year from the date of acceptance of the rates.

To

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

Sir,

I/We wish to submit our tenders for the **JOB WORK/SERVICE CONTRACT FOR PROVIDING MANPOWER TO DRIVE LIGHT MOTOR/HEAVY MOTOR VEHICLES**, on the following rates:

1	Minimum Wages per person	
2	EPF contribution (13.36% including administrative charges 1.61%)	
3	ESI contribution (4.75%)	
4	Service Charges of contractor	
5	Total amount (to be multiplied by number of persons)	

<b>Service Tax:</b> Service Tax, as applicable, shall be paid by CRIDA
--

I/We agree to forfeit the earnest money if I/we fail to comply with any of the terms & conditions in whole or in part as 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.

Any other terms and conditions that the tender[s] would like to specify form a part of this schedule only.

Signature \_\_\_\_\_

Name & Address of  
the firm with phone no. \_\_\_\_\_

Signature of Tenderer with Seal