



AN ISO 9001:2008 CERTIFIED INSTITUTE

भाकृअनुप-केन्द्रीय पटसन एवं समवर्गीय रेशा अनुसंधान संस्थान
ICAR-CENTRAL RESEARCH INSTITUTE FOR JUTE & ALLIED FIBRES
(भारतीय कृषि अनुसंधान परिषद), (Indian Council of Agricultural Research)

बैरकपुर, कोलकाता-700 120, पश्चिम बंगाल BARRACKPORE, KOLKATA - 700 120, WEST BENGAL

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INSTRUCTIONS TO THE TENDERERS

1. The Tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and contract.

Note: For Online Bid Submission, as per the directives of Department of Expenditure, this document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at www.eprocure.gov.in/eprocure/app.

2. The Technical Bids will be opened on **23.09.2017 at 14:30 hrs.** The date & time for opening of Financial Bids will be notified on the portal. The bidders may regularly check the portal regarding the date of opening of financial bid.
3. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any Tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
4. Director, ICAR-CRIJAF, reserves the right to reject any tender/bid wholly or partly without assigning any reason.
5. The Technical Committee constituted by the Director, ICAR-CRIJAF, Barrackpore, Kolkata shall have the right to verify the particulars furnished by the bidder independently.
6. All the tender documents & Price Bid to be uploaded as per this tender are to be digitally signed by the Bidder.
7. **Tender Cost:** The bidder should submit a demand draft of ₹ 500/- (Rupees Five hundred only) towards non-refundable tender fee, drawn in favour of "ICAR-Unit, CRIJAF" payable at Barrackpore, Kolkata in a sealed envelope super-scribed as "Tender fee for (Name of the work) and NIT No. **05/2017-18 dated 01.09.2017**" on or before last date & time of submission of bids. In the absence of tender cost, the tender will not be accepted.
8. **Earnest Money Deposit (EMD):** ₹ 25,000/- (Rupees Twenty Five Thousand Only) in the form of Demand Draft drawn in favour of "ICAR Unit-CRIJAF" payable at Barrackpore, Kolkata. This EMD should be submitted in sealed envelope super-scribed as "EMD for (Name of the work) and NIT No. **05/2017-18 dated 01.09.2017**". Failure to deposit Earnest Money will lead to rejection of tender. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.

Note: Both (tender fee & EMD) envelops should be placed in another sealed envelope and addressed to: "The Director, ICAR–Central Research Institute for Jute & Allied Fibres, Barrackpore, Kolkata–700120" This envelop having tender fee & EMD should reach on or before last date & time of submission of bid.

9. **Security Money:** An amount of ₹ 50,000/- (Rupees Fifty Thousand) only as a security deposit 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.
10. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
11. The Director, ICAR–CRIJAF, Barrackpore 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.
12. Decision of the Director, ICAR–CRIJAF, Barrackpore will 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, ICAR–CRIJAF. 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.
13. The agencies are advised to submit their tender after physical inspection of the site, a very detailed assessment/requirement of manpower for providing the above services at ICAR–CRIJAF, Barrackpore. However, the tenderer should quote the rate for each work in respect of all the services covered under this contract. In case the rate of any of the item is left out in the schedule, the tender will be rejected.
14. **No request for alteration in the rates, once quoted will be entertained within the period of one year.** However, rate may be revised with proportionate increase of DA / wages notified by the Ministry from time to time. **The minimum rate quoted by the tenderer should be in accordance with the minimum wage of agricultural labour as fixed by Chief Labour Commissioner (Central), Min of Labour, Govt of India.**
15. Successful tenderer will have to enter into a detailed contract agreement with Institute on non-judicial stamp paper of ₹ 100/-

**GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF CONTRACT FOR THE JOB
CONTRACT FOR HIRING OF CONTRACTUAL MANPOWER AT ICAR-CRIJAF, BARRACKPORE**

Scope of Work: The scope of work covers for research and seed production including the related laboratory works and other skilled field work as listed below. The details are listed below.

A.	SCOPE OF WORK	Total Rate Per day 8 (Eight) hrs. job (as per Labour Commission (C) Act. including other liabilities i.e. EPF, ESI etc.
i	<p>Unskilled work</p> <p>(i) Vehicle washing, (ii) Lab work such as cleaning and washing of glassware / plastic ware, assisting and handling of seed materials, pot filling / sowing / watering / maintenance / sample harvesting, (iii) Collection of soil samples, drying, grinding. (iv) Movement of file in office / keeping and maintenance of books in library (v) Watch and ward for crop (bird scarer)</p>	-do-
ii	<p>Semi-skilled</p> <p>(i) Works like assisting in recording observations, weighing of soil, plant and fibre samples, labelling of seed materials, assisting in weighing and packaging of seeds, farm store and record keeping, assisting in media preparation, insect rearing, assisting in ramie degumming etc. (ii) Other office works (iii) To assist in operation of tube well pump (iv) To assist in maintenance and operation of water supply</p>	-do-
iii	<p>Skilled</p> <p>(i) Work like emasculation, cross making, pollination, sorting and preparation of sample for fibre quality analysis, seed testing. Soil and plant chemical analysis, analysis and maintenance of data (ii) Driver for operation in agriculture field by tractor / power tiller office vehicle (iii) To assist in electric work and power generator (iv) Driving duty of office vehicle (v) Carpentry work</p>	-do-

Terms & Conditions:

1. Changing of supervisor should be intimated to the concerned officer of the Institute.
2. The Director, ICAR-CRIJAF reserves the right to reject any or all quotation in whole or in part without assigning any reason therefore. The decision of Director, ICAR-CRIJAF, shall be final and binding on the Contractor/ Agency in respect of clause covered under the contract.
3. Payment for job contract will be made monthly upon submission of pre-receipted proper bill in all respect. The contractor shall have to submit the following documents alongwith monthly bills:-
 - I. Monthly bill in triplicate for consolidated monthly payment as pre agreed rates (Amount as pre rate of job contract item + overall service charge) after making payment of the wages to their workers duly certified by the concerned office of ICAR-CRIJAF.
 - II. Preceding proof of payment of wages, ESI, EPF of the labourers engaged etc.
 - III. Certificate of completion of work duly signed by the Competent Authority or an authorised representative of this office.

Payment will be released as early as possible after submission of the **proper bill in all respect** through **e-payment**.

4. The tenderers should indicate only the lump-sum amount inclusive of all the charges i.e wages, ESI, EPF etc to the engaged labour in respect of all the services covered under this contract. Overall rate of service charge should be quoted separately. No request for alteration in the rates once quoted will be permitted within one (01) year. However, rate may be revised with proportionate increase of DA / wages notified by the Ministry from time to time.
5. The Institute shall not bear any extra charge on any account whatsoever i.e EPF contribution, ESI, etc. Proper deposit of EPF, ESI etc is sole responsibility of the contractor.
6. The Agency must ensure that Minimum Labour Wage Act of Govt of India is not violated while making payment to the persons engaged by him.
7. The manpower provided should also maintain secrecy and discipline in the premises of Institute.
8. The manpower provided should be capable of reading and writing Hindi and English.
9. The Contractor shall keep a complaint register with his supervisor and it shall be open to verification by the authorised officer of the Institute for the propose. All complaints should be immediately attended to by the Agency.
10. The agreement is terminable with one month notice on either side.
11. The contractor shall not sublet the work without prior written permission of ICAR-CRIJAF.
12. The persons so provided by the agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the contractor in the aforesaid services.
13. The Institute shall not bear any extra charge on any account whatsoever i.e. EPF contribution, ESI, Uniform, Liveries, OTA etc.
14. 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 laws 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, ICAR-CRIJAF shall be final and binding on the contractor.

15. Income Tax will be deducted from the payments due for the work done as per rule.
16. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the contract.
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:** ICAR-CRIJAF, Barrackpore 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.
19. Payment of employees should be made the contractor latest by 7th of the following month and the bill for the same may be submitted to the office for arranging payment.

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 will be brought to the notice of the supervisory staff of the firm by ICAR-CRIJAF and if no action is taken within one hour liquidated damages clause will be invoked.
2. Any misconduct/ misbehaviour on the part of the man power deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

The Director, ICAR-CRIJAF reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The Decision of Director, ICAR-CRIJAF shall be final and binding on the Contractor/ agency in respect of any clause covered under the contract.

Note:

1. For mechanized work- Tractors and its related implements will be provided by ICAR-CRIJAF, BARRACKPORE.

2. **Mode of Payment:** The contractor shall submit the monthly bill in triplicate for consolidated monthly payment as per agreed rates after making payment the wages to their workers, proceeding proof of payment. Payment to the works be made by cheque/draft. Payment will be released within one week of submission through e-payment. Successful Farm needs to provide A/C details to the office.

3. **Subletting:** The contractor shall not sublet any of the work without the written permission of Director, ICAR-CRIJAF, Barrackpore.

4. **Manpower:** The contractor shall himself maintain his labour force and supervisory staff as required and as directed from time to time by ICAR-CRIJAF, Barrackpore to provide highest standards of maintenance of Horticulture features and Agricultural job in the research and seed production activities of the Institute.

5. **Certificate of completion of work:** The work shall not be considered as completed satisfactorily and maintained until the Competent Authority or an authorized representative of this Institute has certified in writing that they have been completed satisfactorily and maintained properly.

6. **Labour:** The contractor will engage sufficient number of labour force for satisfactory performance of the work within a stipulated time without adversely affecting the research materials (plants, seeds etc.) and must comply with all labour rules including payment of minimum wages prescribed by Government.

7.

a) The agency shall be wholly responsible for paying monthly wages and other admissible allowances to the persons as engaged by the contractor and Institute shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these persons. The agency shall be fully responsible for providing leave benefits, weekly offs, national and festival holidays etc. to the persons deployed as may be required.

b) The Institute shall not directly or indirectly employ any person of the agency during the period of contract or thereafter under any circumstances.

c) The contract is subject to the condition that the tenderer will comply with all the laws and bylaws of ICAR/Govt. of India relating to this contract.

8. **Loss And / or Damages:** In case of any loss or damage done to the property of the Institute attributable to the personnel of the Contractor, the full damages will be recovered from the Agency/Contractor.

Annexure-IV

Guidelines for daily charges for different services

SI No	Particular	Unskilled	Semi-Skilled	Skilled
1	Monthly charges as per prevailing rate of Ministry of Labour & Employment, Govt of India for Agriculture job which is subject to revision from time to time (Taking into view 26 days engagement / wages = 1 month)	8866.00	9698.00	10530.00
2.	EPF @ 13.15% towards employer share	1165.87	1275.28	1384.69
3.	ESI @ 4.75% towards employer share	421.13	460.65	500.17
4.	Total	10453.00	11433.93	12414.86
5.	Service charge * (to be filled by the bidder in BOQ through online)	--	--	--
6.	GST as per prevailing rate fixed by the Min. of Finance (if applicable)	--	--	--
7.	Grand total	--	--	--

* Service charges to be quoted by the bidder will include charges for any/all other obligatory & prescribed norms under different guidelines / acts of the Govt. as in force. The service provider will keep the Principal employer indemnified from all matters.