

INDIAN COUNCIL OF AGRICULTURAL RESEARCH
ICAR Research Complex for NEH Region
Tripura Centre, P.O. Lembucherra-799210
West Tripura

No. RC/TC(S-14)/2001

Date: 16.04.2015

NOTIFICATION

Sub: Engaging of seasonal farm workers on contractual basis.

It has been decided to engage seasonal farm workers on contractual basis to carry our various agricultural farms as well as office works etc. which are as follows:

1. Land preparation.
2. Irrigation, intercultural operation, weeding and other farm related activities.
3. Fertilizer and pesticides application on crops as per directions.
4. Cleaning of fish pond/netting and other related activities.
5. Maintenance of farms power machineries etc.
6. Sowing and transplanting of agricultural and horticultural crops.
7. Fodder cultivation, feeding of cattles, cleaning of shed and milking and other related activities in the animal husbandry section.
8. Routine cleaning of poultry sheds, feeding and watering of birds and other poultry related activities.
9. Mushroom spawn and bed preparation/unit and other poultry related activities.
10. Painting and writing of signboards in different disciplines and other related activities.
11. Cleaning, washing and other laboratory works related to glassware and plastic wares etc.
12. Typing, file maintenance, bill record keeping and assistance to other office related works.

TENDER FORM

Contractors should furnish specific information to **all the points** given below. In case a point does not apply to a contractor, the same should be answered with the remark "Not Applicable". Contractors may please note that if the answers so furnished are not clear and/or evasive, the offer will be liable to be ignored.

Technical Bid

1.	Name of Agency	
2.	Address (In full) with telephone Nos./ Fax numbers, if any	
3.	Registration number with name of Department issued the certificate and its validity.	
4.	Registration/Licence No. of following. a) EPF and other related registration/certificate. c) PAN (Attach copy of all certificates/ registration)	
5	Experience from Government / Semi Govt. / PSU where the agency has supplied persons (mention the total number of persons supplied) at a time for agricultural / horticultural / farm, housekeeping and general services, etc.	
6.	List of documents submitted with the tender.	
7.	State whether any business dealings with you have been currently banned by any Office/Department of Central/State Govt.?	
8.	Declaration as per Annexure-A	

Authorized signatory

Financial Bid

Rates for providing services in percentage:-

Type of Labour(s) & Specialization	Service charge of agency required for providing labourers on notified labour wage rates of Chief Labour Commissioner .
Un-Skilled (should be able to work in the agriculture/poultry/animal/fisheries/or other section as mentioned in the nature of works etc.)	@ _____ % [only one rate i.e. percentage of Service Charge should be given for all types of Labour(s) for agricultural related activities]
Semi-Skilled (Having minimum two years experience in horticulture/ agriculture filed).	
Skilled (Having minimum three years experience in horticulture/ agriculture filed).	
Safaiwala / house keeping	

Note

- 1) Submit this duly filled in financial bid in a separate sealed envelope. Incomplete information will attract rejection of the tender straightway.
- 2) In no case, the wages will be paid less than the rates notified by Central Labour Commissioner as amended from time to time, to the personnel deployed in agricultural activities for labour purposes at this Department. The undertaking to the above effect is required to be enclosed along with the tender document.
- 3) Bid Security may be deposited in shape of Demand Draft, Fixed Deposit receipts, Bankers Cheque, Bank Guarantee from any Nationalized Bank in an acceptable form or in the form attached with the tender document favoring/pledged to the Joint Director, ICAR Research Complex for NEH Region, Tripura Centre, Lembucherra- 799 210, Tripura.
- 4) Tenderers, while quoting Service Charge in their tender(s) should keep it in mind that Income tax and any other tax, as applicable from time to time, will be deducted on the Service Charge of / in the contract at prevailing rates of Income tax.
- 5) The Contractor has to pay the dues/ wages to the labours engaged in agricultural activities, before the representative of the ICAR Research Complex for NEH Region, Tripura Centre, nominated by the Competent Authority.

DECLARATION

I declare to abide by the terms and conditions of above contract.

Date :

Signature of Contractor
with rubber seal.

Encl: Guidelines

Contact No. of agency (Authorized person) : _____
Landline/Mobile/Fax

DECLARATION

- 1) I, _____ Son/Daughter/Wife of Shri _____
Proprietor/ Partner/ Director/ Authorized signatory of M/S _____
and competent to sign this Declaration and execute this tender document on behalf of agency.
- 2) I have carefully read and understood, all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 3) The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage, besides, liabilities towards prosecution under appropriate law.

**Signature & seal of the Applicant
Name of the Applicant
Designation**

Note: The above declaration duly sealed by the authorized signatory of the company, should be enclosed with Technical Bid.

GUIDELINES / INSTRUCTIONS FOR TENDERERS FOR FILLING UP THE TENDER FORM FOR THE SUPPLY OF LABOURERS ICAR Research Complex for NEH Region, Tripura Centre, Lembucherra- 799 210, Tripura.

1) The ICAR Research Complex for NEH Region, Tripura Centre, Lembucherra- 799 210, Tripura, is in need of following types of labourers, to be engaged in agricultural activities, depending upon the requirement of farm / office for which rates may be paid by this department, as notified by the Chief Labour Commissioner of Central as amended from time to time. Interested Supplier(s) to be approved by this Department for the purpose will be paid Service Charge on percentage basis. Accordingly agencies are advised to quote their **percentage rates only** over and above the notified rates of Chief Labour Commissioner of Central as the case may be.

Type of Labour(s) & Specialization	Service charge of agency required for providing labourers on notified labour wage rates of Chief Labour Commissioner.
Un-Skilled (should be able to work in the agriculture/poultry/animal/fisheries/or other section as mentioned in the nature of works etc.)	@ _____ % _____ [only one rate i.e. percentage of Service Charge should be given for all types of Labour(s) for agricultural related activities]
Semi-Skilled (Having minimum two years experience in horticulture/ agriculture filed).	
Skilled (Having minimum three years experience in horticulture/ agriculture filed).	
Safaiwala / house keeping	

- 2) Technical Bid & Financial Bid must be submitted in separate sealed envelopes super-scribed as "Technical Bid" or "Financial Bid", as the envelope be and both these envelopes containing Technical Bid & Financial Bid, must be submitted in a bigger sealed envelope. Financial Bid shall be opened only of those Tenderers whose Technical Bids are found responsive.
- 3) Tender form should accompany following documents, failing which the tender will not be accepted / considered:
 - a. **Registration Certificate** duly issued by the Competent Authority such as Labour Commissioner or any other Competent Officer applicable for the purpose.
 - b. **Experience Certificate**, if any, providing labourers to any Govt./Semi-Govt. Deptt.
- 4) The tender must be in a sealed envelope, addressed to Joint Director, The ICAR Research Complex for NEH Region, Tripura Centre, Lembucherra- 799 210, Tripura and must contain address of the sender. The envelope/should be superscribed with "**Tender for Labour Services**".
- 5) No addition and alteration shall be made in the tender form. In case of any over writing in the tender form, it will be rejected straightway.
- 6) Front/each page of the tender shall be signed by the bidder/firm/agency or a person or persons duly authorized to bind the firm/bidder to the contract.

- 7) Individual signing the tender or other documents connected with the contract **must specify** whether he signs as:
 - a. **A sole proprietor** of the firm or constituted attorney of such sole proprietor.
 - b. **A partner of the firm** if it be a partnership, in this case he must have authority to refer the arbitration dispute concerning the business of the partners admitting execution of the partnership agreement or a power of attorney.
 - c. **Constituted attorney** of the firm if it is a company.
- 8) The tender is liable to be ignored, if complete information is not given therein or if the particulars in the schedule to the tender are not fully filled in. Specific attention must be paid to the General Conditions of the Contract as the contract entered into would be governed by them.
- 9) In case of 7(b) a copy of the partnership agreement or general power of attorney, in either case attested by Notary should be furnished unless or affidavit on stamp paper of all the partners admitting execution of the partnership agreement of the general power of attorney should be furnished.
- 10) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to **warranty** that he has authority to bind with other and if, on enquiry it appears that the person so signing has no authority to do so, ICAR Research Complex for NEH Region, Tripura Centre, may, without prejudice to other civil and criminal remedies, cancel the contract and held the signatory liable for all costs and damages.
- 11) Intending agencies/firms should note that their offers should remain open for acceptance for **90 days** from the date of opening of tender. If the contractors are unable to keep their offers open for the specified period, they should specifically state in the tender form the period upto which they want their tenders to remain open for acceptance. In the absence of such specifications in the tender, it will be presumed that their offers will remain open for acceptance for the period as specified in the schedule.

NB: Tender with vague and indefinite expressions such as “subject to immediate acceptance” will not be considered.
- 12) You are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the schedule. The name and address of the representative who would be attending the opening of the tender, on your behalf, should be indicated in your tender. Please also state the name and address of your permanent representative, if any.
- 13) This office does not pledge itself to accept the lowest tender and reserves the right of accepting the whole or any part of the tender.
- 14) In case the tenderer wants to furnish in a separate covering letter any additional information/particular or quote conditions (e.g. those relating to allowance, discount, rebate, etc.) which cannot be accommodated in the tender form, an indication to that effect should be given in the tender form by means of a note. In the absence of such indication to that effect should be given in the tender form. The contents of the covering letter will be ignored in consideration of tender.
- 15) The successful firm/agency will have to submit acceptance letter on receipt of job contract letter and deposit a security amount equivalent to 10% of the total contract value in the office of the ICAR Research Complex for NEH Region, Tripura Centre, valid upto **one year** after the date of completion of all contractual obligations. In the event of non-deposition of the same, it will be presumed that the contractor is not interested to undertake the job contract.
- 16) The payment to the Contracting Firm / Agency shall be made in the third week of every succeeding month. The Firm/Agency shall send its claim (with relevant documents, as required) to the

Administration of The ICAR Research Complex for NEH Region, Tripura Centre. Before claiming any payment, the Agency/Firm shall ensure that all the contractual obligations for claiming that payment have been duly fulfilled.

- 17) The ICAR Research Complex for NEH Region, Tripura Centre, without prejudice to any other remedy for breach of contract, may by written notice of default, sent to the Service provider, terminate the contract in whole or in part, if the Service Provider fails to provide the services or fails to perform any other contractual obligation(s), within the time period specified in the contract given by it.
- 18) The successful Contractor will have to enter into a detailed contract agreement deed with The ICAR Research Complex for NEH Region, Tripura Centre, on Non-Judicial Stamp Paper of appropriate value before commencement of work. The quality assurance of the Contractor should be ensured regularly (Daily, Weekly, Fortnightly or monthly depending upon the discretion of the Deptt.) on the basis of the periodical reports furnished by the Contractor.
- 19) The Contractor and all his staff deployed for contract work will be under the supervision of the nominated Officers of the ICAR Research Complex for NEH Region, Tripura Centre.
- 20) Appropriate records with reference to attendance, payment of wages, deposition of EPF etc. shall be maintained by the Contractor at his own cost and submit regularly to the office alongwith his claim for payment.
- 21) In case the Contractor fails to make payment of wages within the prescribed period or make short payment, then the Principal Employer shall liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labourers employed by the Contractor and recover the amount so paid, from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.
- 22) If any dispute or difference of any kind shall arise between the ICAR Research Complex for NEH Region, Tripura Centre, and the Contractor/Service Provider in connection with or arising out of the contract, the parties shall make every effort to resolve the same amicably by mutual consultation.
- 23) If after 30 days, the parties failed to resolve their dispute or difference by such mutual consultation, then either the ICAR Research Complex for NEH Region, Tripura Centre, or Contractor/Service Provider may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 24) All questions of disputes or differences under / in connection with the contract, if not concluded, shall be subject to the exclusive jurisdiction of the court within the local limits of whose jurisdiction the place from which the acceptance of Tender is issued, is situated.
- 25) The above guidelines have been framed as a measure of precautions and after finalization of the contract, the agency will have to sign an agreement consisting of additional terms and conditions of the contract.
- 26) The tenderer may also fill up check list annexed to the tender for easy disposal of the tender process.
- 27) The contractor is liable to pay the wages and/or charges / make payments to/of the labourers by or before 10th of every succeeding month to avoid any dispute with labourers which may affect research work of Regional Station.
- 28) Contractor should put his/her signature on the each and every pages of the Tender document.
- 29) In case of any dispute/Court cases arise will be brought under the preview of Judiciary system existing at state of Tripura.

- 30) Amount of Rs.8, 000/- will be the EMD for the submission of the quotation.
- 31) Last date of submission of Tender with all necessary documents in the office of the Joint Director, ICAR Research Complex for NEH Region, Tripura Centre, Lembucherra- 799210, Tripura West is **1st May, 2015, 2:30 PM**

Asstt. Administrative Officer

PRE-REQUISITES / REQUIREMENTS OF THE SERVICE CONTRACT

- I. Tender must be from reputed registered Contractors/Service Providers having experience and expertise of work in Govt./Semi Govt. organization/Public Sector undertaking.
- II. Technical Bid & Financial Bid must be submitted in separate sealed envelopes and both these envelopes containing Technical Bid & Financial Bid, must be submitted in a bigger sealed envelope superscribed with “**Tender for Labour Services**”. Financial Bid shall be opened only of those Tenderers whose Technical Bids are found responsive.
- III. The Agency/Contractor should have valid Registration documents of EPF / PAN, etc. on the date of opening of tender.
- IV. The ICAR Research Complex for NEH Region, Tripura Centre, does not bind himself to accept the lowest tender and reserves the right to reject or partially accept any or all the tenders received without assigning any reason.
- V. The Firm/Agency should submit details about its infrastructure / manpower, yearly turn over and also photocopies of the following document so as to consider eligibility for the contract.
 - a. Valid Registration Certificate of the Firm from any Registration Authority / Labour Commissioner.
 - b. EPF Registration Certificate issued by concerned departments.
 - c. PAN issued by concerned department.
 - d. A list of work orders awarded in favour of the Firm/Contractor by the different Govt./Semi Govt./PSU.
- VI. The ICAR Research Complex for NEH Region, Tripura Centre, will evaluate and compare the bids duly quoted by the contractors which are substantially responsive i.e. properly prepared, signed and meet the required terms & conditions, etc. The contract will be awarded to the Contractor whose tender will be determined to be responsive and offering the best/lowest evaluated price.

DECLARATION TO BE SUBMITTED BY BIDDER / TENDERER

- I. I/We agree to keep the offer of this tender valid upto _____ days from date of receipt of the tender and not to modify the whole or any part of it for any reason within the above period.
- II. I/We hereby distinctly and expressly declare and acknowledge that before the submission of tender, we have made such examination of the tender documents and such investigation of the work required to be done, as to enable us to thoroughly understand convenient, agreements, stipulations and restriction contained in the contracts and agree that **we will not hereafter make any claims or demand to Director, The ICAR Research Complex for NEH Region, and/or to the Joint Director, ICAR Research Complex for NEH Region, Tripura Centre, based upon / arising out of any alleged misunderstanding or misconception or mistake on our part of the said requirement.**
- III. I/We shall not assign or sub-contract any portion of the contract to anyone else.
- IV. If upon written intimation to us by Director, The ICAR Research Complex for NEH Region, and/or to the Joint Director, ICAR Research Complex for NEH Region, Tripura Centre, we fail to attend the said office on the date fixed therein or we fail to deposit Security Deposit entered into the required agreement as defined in the terms & conditions in tender documents, then we agree to the forfeiture of the Earnest Money. Any notice required to be served on us hereunder shall be sufficiently, if delivered to us, personally or forwarded by post or left at our address given herein, such notice shall be deemed to have been served.
- V. I/We agree to indemnify and keep indemnified the first party from any claims, loss or damages that may be caused to the first party on account of my/our failure to comply with their obligations.
- VI. I/We, agree to discharge all the legal obligations of the employees engaged by me/us in respect of their wages and other service conditions and shall also comply with all the rules & regulations and provisions under **Central Labour (Regulations & Abolition) Act 1970, Minimum Wages Act, Workmen's Compensation Act, EPF & MP Act, Industrial Dispute Act**, etc. as applicable from time to time.
- VII. I/We have fully understood that the written agreement to be entered between us and ICAR Research Complex for NEH Region, Tripura Centre shall be the foundation of the rights of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by us and then by the officer authorized to enter into contract on behalf of ICAR Research Complex for NEH Region, Tripura Centre.

Signature of Contractor & Seal

Address: _____

Dated: _____

Contact No. _____

CHECK LIST

List of Documents / copies thereof to be submitted by the Tenderer along with tender document.

S. No.	Documents required	Yes/No	Page No.
1	PAN Card in the name of firm/proprietor.		
2	EPF documents		
3	Firm should be Registered with concerned authorities of Central Government/State Govt. or under Company Act or any other Act.		
4	Experience Certificate/ List of contract in tabular form (Enclose <u>certified copy of certificate of satisfactory performance</u>), experience of working with ICAR/GOI/State Government, Autonomous bodies, Public Sector Undertakings / Local Bodies only, will be accepted.		
5	Certified Balance Sheet of the firm for last year or any other proof, acceptable to ICAR Research Complex for NEH Region, Tripura Centre.		
6	Other related documents, Banker details/address proof etc.		
7	If any agency is exempted from depositing of the above documents a copy of supporting government orders should be enclosed.		
8	The Contractor/Agency must have a registration under the Contract Labour (Regulation and Abolition) Act, 1970 and C.L. (R. & A.) Central Rules 1970. The Contractor shall obtain the labour license under this Act.		
9			

Details of the experience/work done

S. No.	Name of the Deptt./ Organization & Name of the Contact Person with Ph. No.	Period		No. of Staff / Labourers	Remarks
		From	To		
1.					
2.					
3.					

**(Authorized Signatory)
With rubber seal**