

केन्द्रीय भेड एवं ऊन अनुसंधान संस्थान, मरु क्षेत्रीय परिसर, बीकानेर

(INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

CENTRAL SHEEP & WOOL RESEARCH INSTITUTE, ARID REGION CAMPUS, BIKANER

Shri Ganganagar Highway, Beechwal Industrial Area Post Office,

Bikaner – 334 006 (Raj)

To,

M/s. -----

Dear Sir(s),

Sealed tenders are hereby invited on behalf of the Director, Central Sheep and Wool Research Institute, Avikanagar for contract of **PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING ALLIED SERVICES IN THE FIELD AT, CSWRI, ARC, BIKANER.** 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 tenders forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

2. An earnest money of Rs.10,000/- (Rupees ten Thousand only) must be deposited in the form of demand draft/pay order in favour of "CSWRI UNIT ARC BIKANER". 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 resale from his offer or modify the terms and conditions thereof. If the tenderer fail 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 tenders 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 tenders form. If any modification of the schedule is considered necessary it should be communicated by means of separate letter alongwith 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 15 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 IN THE FIELD AT, CSWRI, ARC, BIKANER**" with address of this office. 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 Store Section of this office not later than **1.00 PM upto 13.03.15**.
9. The rates quoted by each firm for job/service security 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 tenders 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. **An amount equivalent to 10% of the total cost of the Job/Service Contract 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.
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 CSWRI/ ICAR 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. Director, CSWRI reserve 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.

15. Decision of Director, CSWRI 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, CSWRI. 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.

16. Acceptance by the Institute will be communicated by the 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.

17. The following documents/vouchers are required to be enclosed with the tenders form which are the terms and conditions of the tender's document :-

- a) Registration certificate of the firm under the work contract of the State Govt./Govt. of India.
- b) Minimum turnover of the firm not less than Rs.5.00 Lakh (Rupees Five Lakh only) 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/ Corporations of Govt. of India/reputed public or private organizations'. Provide the details in enclosed tabular form (Schedule-III).
- 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 local Govt. etc.
- g) Employee ESI registration certificate issued by local Govt. etc.
- 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 contribution. 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 CSWRI, ICAR on nonjudicial stamp paper of Rs.100-00 (Rupees One Hundred only) for each work.
- l) Only those firms will be considered for financial bid who will qualify in the technical bid.

Note : The technical bids and financial bids may be submitted in separate envelopes to be sealed and put in a main cover.

Yours faithfully,

For and on behalf of the Director
CSWRI, Avikanagar

प्रकारी, क्रय एवं भण्डार
केन्द्रीय भेड एवं जन अनुसंधान संस्थान
भरु केन्द्रीय परिसर, बीकानेर-334006

TENDERS FOR THE JOB WORK/SERVICE CONTRACT FOR PROVIDING ALLIED SERVICES IN THE FIELD AT CSWRI, ARC, BIKANER

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

To,
 The Director,
 Central Sheep and Wool Research Institute,
 Avikanagar 304501

I/We have read all the particulars regarding the General information and other terms and conditions of the contract for **THE JOB WORK/SERVICE CONTRACT FOR PROVIDING ALLIED SERVICES IN THE FIELD AT CSWRI, ARC, BIKANER** 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-IV 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 added to and form a part of this tender -----
 The Schedules-IV 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 Rs.....
 drawn in favour of "**CSWRI UNIT ARC, BIKANER**" and payable at, Bikaner is enclosed as earnest money required.

Yours faithfully,

Witness

Address

Occupation

Signature & Seal of the Tenderer
Telephone No. Office

Resi.

Mobile

Signature of witness to Contractor's signature
Address :
Name & Signature of Witness :
Address :

SCHEDULE TO TENDERS

PART-I

1. Name of the Firm/Agency
2. Full address with telephone No., Post Box No. if any
3. Constitution of the Firm/Agency (Attached copy).
The firm registered under –
 - i) Indian companies Act, 1956
 - ii) Indian Partnership Act, 1932
(Please give names of partners)
 - iii) Any other Act, if not the owners
4. For partnership firms whether registered 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 tender to refer disputes concerning business of the partnership arbitration.
 - ii) If answer to above is in point one and two the 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 should be admitted by affidavit of a properly stamped paper by all partners.
5. Name and Full address of your
6. Your permanent Income Tax No./Circle/Ward
7. Any other relevant information

Banker's

PART-II

8. Details of Earnest Money deposited : Yes / NO

PART-III

9. Name and address of the Firm's representative and whether the firm would be represented at the time of opening of tenders
10. Name of the Permanent Representative to be visiting CSWRI, Bikaner regarding the contract

Date :

Authorised Signatory

Place :

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

SCHEDULE-II

केन्द्रीय भेड एवं ऊन अनुसंधान संस्थान, मरु क्षेत्रीय परिसर, बीकानेर
CENTRAL SHEEP & WOOL RESEARCH INSTITUTE, ARID REGION CAMPUS : BIKANER

**GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE JOB
WORK/SERVICE CONTRACT FOR PROVIDING ALLIED SERVICES IN FIELD AT
CSWRI, ARC, BIKANER**

Scope of Work :

**JOB CONTRACT WORK FOR PROVIDING OF SEMI SKILLED AND SKILLED
WORKERS OF THIS INSTITUTE**

TERMS & CONDITIONS :

1. The supporting/allied services staff 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 Director, CSWRI, Avikanagar.
3. The Director, CSWRI, Avikanagar reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Director, CSWRI, Avikanagar 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/English with a minimum qualification of Middle Standard..
6. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR for the purpose. All complaints should be immediately attended to by the Contractor.
7. Uniform with colour specifications and pattern approved by ICAR 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 ICAR.
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 selected agency shall provide the necessary personals for at CSWRI, Bikaner as per labour acts prevalent in Rajasthan. 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 Council, the Council shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
12. The persons so provided by the agency under this contract will not be the employee of the Council and there will be no employer-employee relationship between the Council and the person so engaged by the contractor in the aforesaid services.
13. Payment for service contract will be made monthly upon submission of pre-receipted bill.
14. After physical inspection of the site, a very detailed assessment/requirements of personnel for providing allied services at the CSWRI, Bikaner shall have to be furnished along with the Tender. However, the Tenders should indicate only the lump-sum amount in respect of all the services covered under this contract and that

furnished along with 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.

15. The rates to be quoted should include cost of each and every item including transportation cost, manpower and taxes etc. The CSWRI/ICAR shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.
16. 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 CSWRI/ICAR from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under the various laws. In case of any dispute, the decision of Secretary, ICAR shall be final and binding on the contractor.
17. Income Tax will be deducted from the payments due for the work done as per rule.
18. They should not leave their points unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned Section.
19. Changing of Supervisor/Staff should be intimated to the officer/person authorized by CSWRI.
20. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.
21. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt. and State Govt. of Rajasthan, relating to this contract made applicable from time to time.
22. Risk Clause : ICAR 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 S.D. or pending bills or by rising a separate claim.

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 CSWRI 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, CSWRI reserves the right to reject any or all Teners in whole or in part without assigning any reasons therefore. The decision of Director, Institute shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

SCHEDULE-III

**केन्द्रीय भेड़ एवं ऊन अनुसंधान संस्थान, मरू क्षेत्रीय परिसर,
बीकानेर**

CENTRAL SHEEP & WOOL RESEARCH INSTITUTE, ARID REGION CAMPUS : BIKANER
टेण्डर के साथ निम्नलिखित दस्तावेज/सूचनाएँ दें :-

The following documents/information may be furnished:-

| Sl. No. | Information required | To be filled /attached by the Tenderer | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|-----------------------|---------|-----------------------|---------|------|----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 1. | Registration certificate of the firm under the work contract of the State Govt./Govt. of India. | Copy of the certificate enclosed | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Turnover of the firm during the last financial year | Rs. | | | | | | | | | | | | | | | | | | | | | | |
| 3. | Last three years continuous experience of the firm in the OFFICE of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/Corporations of Govt. of India/reputed public or private organizations' | | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1" style="width: 100%;"> <thead> <tr> <th rowspan="2">Name of the Deptt./ Organisation & Name of contract Person with Ph.No.</th> <th colspan="2">Period</th> <th rowspan="2">No. of staff deployed</th> <th rowspan="2">Remarks</th> </tr> <tr> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | Name of the Deptt./ Organisation & Name of contract Person with Ph.No. | Period | | No. of staff deployed | Remarks | From | To | | | | | | | | | | | | | | | | |
| Name of the Deptt./ Organisation & Name of contract Person with Ph.No. | Period | | No. of staff deployed | Remarks | | | | | | | | | | | | | | | | | | | | |
| | From | To | | | | | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Certified Balance Sheet of the firm for last year of the service contract by the chartered accountant | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years | | | | | | | | | | | | | | | | | | | | | | | |
| 6. | Employee EPF registration certificate issued by local Govt.etc. | | | | | | | | | | | | | | | | | | | | | | | |
| 7. | Employee ESI registration certificate issued by local Govt.etc. | | | | | | | | | | | | | | | | | | | | | | | |
| 8. | 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. | | | | | | | | | | | | | | | | | | | | | | | |
| 9. | Nos. of staff/Supervisors registered under ESI & EPF separately. Minimum 50 Nos. (staff/Supervisors) required with their ESI & EPF contribution. Documentary proof of vouchers to be required and may be attached | | | | | | | | | | | | | | | | | | | | | | | |
| 10. | Service Tax registration certificate issued by Govt. etc. | | | | | | | | | | | | | | | | | | | | | | | |
| 11. | Detailed assessment/requirements of personnel | | | | | | | | | | | | | | | | | | | | | | | |

(Authorised Signatory)

Signature _____

Name & Address of the Firm _____

Telephone No. _____

Mobile No. _____

SCHEDULE-IV

केन्द्रीय भेड एवं उन अनुसंधान संस्थान, बीकानेर
CENTRAL SHEEP & WOOL RESEARCH INSTITUTE, ARID REGION CAMPUS : BIKANER

FINANCIAL BID

यह फाईनेन्शियल बिड एक अलग लिफाफे में रखकर सील किया जाना है।
(This financial bid to be enclosed in a separate envelop with seal)

Last date for receipt of Tender : 13.03.15, 4:00PM (time)
Date of opening of Financial Bid : Next working day 11AM

To,
The Director,
Central Sheep & Wool Research Institute
Avikanagar.

Sir,
I/We wish to submit our Tenders for **THE JOB WORK/SERVICE CONTRACT FOR PROVIDING SERVICES IN THE FIELD AT CSWRI, BIKANER DURING 1.4.2015 TO 31.3.2016** on the following rates:-

| No. | Particulars | Rate |
|-----|---|-------------------------------|
| 1. | जॉब-1 अर्द्धकुशल श्रमिक :- संस्थान के कार्यालय एवं विभिन्न प्रयोगशालाओं के साथ-साथ खाद्य प्राद्योगिकी इकाई में कुशल सहायक (सपोर्टिंग) सेवाओं से सम्बन्धित कार्य | रु. प्रति माह प्रति श्रमिक |
| 2. | जॉब -2 कुशल श्रमिक :- कम्प्यूटर, तकनीकी कार्य, लिपिकिय कार्य | रु. प्रति माह प्रति श्रमिक |

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 are agreed to abide by these in letter and spirit.

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

DRAFT SPECIMEN AGREEMENT

This agreement is made at Bikaner on (month/year)-----day of between Central Sheep & Wool Research Institute (hereinafter called Institute) through Head which term shall include its successors, assignees etc. on the first part and -----
(Name of address of the firm)----- (hereinafter called the firm) which term shall include its authorized representatives, successor, assignees etc, on the other part.

Whereas the Central Sheep & Wool Research Institute has decided to assign the annual job work contract for proving -----(nature of job) at Central Sheep and Wool Research Institute, Arid Region Campus, Bikaner to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED be 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 Central Sheep and Wool Research Institute 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 firm shall be responsible for annual job work contract for proving -----
----- (nature of job) at Arid Region Campus, Bikaner
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes 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 Central Sheep and Wool Research Institute- shall have no liability on this account in any manner.
5. That the firm shall ensure that all persons deployed at Central Sheep and Wool Research Institute premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The Central Sheep and Wool Research Institute shall have the right to ask for the removal from the Central Sheep and Wool Research Institute to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the Central Sheep and Wool Research Institute.
7. The manpower deployed by the agency should work as per the working days and timings of the Central Sheep and Wool Research Institute No extra wages will be paid for attending office on weekend, holidays and late sitting.
8. Monthly consolidated charges for job/work contract for providing ----- services at Central Sheep and Wool Research Institute is as per terms and conditions specified and scope of work as per Schedule-1 in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Council. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Council in the form of crossed cheque payment to the firm subject to

satisfactory performance / delivery of contracted job/ work/ services. Copies of documents such as deposit challan along with list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.

9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the Central Sheep and Wool Research Institute. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
11. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (optional).
12. That the Firm shall issue identity card to each of the workers engaged for entry into Central Sheep and Wool Research Institute premises.
13. That the Firm shall ensure the successful implementation of the terms and conditions 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 Central Sheep and Wool Research Institute may cancel 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 Compensation Act, 1943, E.P.F., E.S.I. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified Central Sheep and Wool Research Institute on account of any failure to comply with the obligations under various laws or damage to Central Sheep and Wool Research Institute due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the volunteers and/ or the employees/ workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the Central Sheep and Wool Research Institute and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the Central Sheep and Wool Research 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 Central Sheep and Wool Research Institute.
17. The contract is subject to the conditions that the firm shall comply with all the laws and be laws of Central Govt. State Govt./ NCT of Delhi as applicable relating to this contract.
18. In case of any loss or damage to the property of the Council at which is attributable to the firm, the full damages will be recovered from the firm.
19. The Firm shall not transfer its right or sub-contract to any one else.
20. The Firm or its workers shall not misuse the premises allotted to them 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 honesty.
22. In case of any accident/ loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the Firm.
23. There will be surprise checking by an officer 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 organization.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

PENALTY CLAUSE; LIQUIDATED DAMAGES CLAUSE

1. An amount 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 make in any Section. It will be brought to the notice of the supervisory staff of the firm by Central Sheep and Wool Research Institute and if no action is taken within one hour liquidated damages clauses will be invoked.
2. Any misconduct misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
3. If the required number of workers/ supervisor are less than the minimum required as a penalty of Rs.500/- per worker per day will be deducted from the bill.

The decision of Head shall be final and binding on the contractor/agency in respect of any clause covered under the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

(for the Institute)

Witness:-

1. _____
2. _____

भाग-अ
केन्द्रीय भेड़ व ऊन अनुसंधान संस्थान मरू क्षेत्रीय परिसर, बीकानेर में अर्द्धकुशल व कुशल कार्यो
हेतु जॉब कोन्ट्रेक्ट की नियम एवं शर्तें
भारतीय कृषि अनु0परिषद ()के परिपत्र क्रमांक 17(1)/2010 स्थापना-11 दिनांक 11-06-2010
(Economy circular 4/2010) की

शर्तें एवं निम्नलिखित शर्तें लागू होंगी

1. निविदा इस संस्थान द्वारा जारी प्रदत्त प्रपत्र पर ही स्वीकार की जाएगी। निविदा संस्थान के प्रभागाध्यक्ष महोदय के नाम क्रय व भण्डार अनुभाग मरू क्षेत्रीय परिसर, बीकानेर में दिनांक 13-03-2015 समय 1:00 बजे (दोपहर बाद) तक प्रस्तुत करना है। सशर्ता ई-मेल द्वारा भेजी गई तथा देरी से प्राप्त निविदा स्वीकार नहीं की जाएगी।
2. कार्यालय समय के दौरान निविदादाता ठेकेदार/फर्म/एजेन्सी/कम्पनी का अधिकृत व्यक्ति/प्रतिनिधि स्वयं उपस्थित होकर कार्य स्थल का जायजा कर सकते हैं।
3. निविदादाता ठेकेदार/फर्म/एजेन्सी/कम्पनी के पास भारत सरकार/राज्य सरकार के श्रम विभाग द्वारा निर्गत पंजीयन नम्बर प्रमाण पत्र होना चाहिए।
4. निविदादाता ठेकादार/फर्म/एजेन्सी/कम्पनी के पास आयकर विभाग द्वारा निर्गत पैन (PAN) नम्बर/ई.पी.एफ./ई.एस.आई./सेवा कर (Service Tax) नम्बर होना चाहिए। प्रमाण स्वरूप आवश्यक दस्तावेजों की फोटो प्रति प्रस्तुत करनी होगी।
5. निविदादाता ठेकादार/फर्म/एजेन्सी/कम्पनी को संबंधित अधिनियम के अन्तर्गत पंजीकृत होना आवश्यक है।
6. निविदादाता ठेकादार/फर्म/एजेन्सी/कम्पनी के खिलाफ ई.पी.एफ./ई.एस.आई./न्यूनतम मजदूरी एक्ट के अन्तर्गत किसी भी प्रकार का लीगलसूट/अपराधिक मामला लम्बित नहीं होना चाहिए।
7. निविदादाता ठेकादार/फर्म/एजेन्सी/कम्पनी के पास कम से कम तीन वर्ष का सरकारी विभाग में कार्य करने का अनुभव व सन्तोषजनक कार्य का प्रमाण पत्र होना चाहिए (प्रति संलग्न करें)। साथ ही तीन वर्ष की सत्यापित बैलेन्स शीट प्रस्तुत करनी होगी।
8. कार्य विवरण एवं योग्यता-

| | | | |
|-------|------------|--|--|
| जॉब-1 | अर्द्धकुशल | संस्थान के कार्यालय एवं विभिन्न प्रयोगशालाओं के साथ-साथ खाद्य प्राद्योगिकी इकाई में कुशल सहायक (सपोर्टिंग) सेवाओं से सम्बन्धित कार्य | 10वीं पास एवं किसी भी सरकारी/ गैर-सरकारी कार्यालय में दो वर्ष का कार्यानुभव |
| जॉब-2 | कुशल | कम्प्यूटर, तकनीकी कार्य, लिपिकिय कार्य | स्नातक पास एवं डिप्लोमा, आई.टी.आई. कम्प्यूटर पर कार्य दक्षता तथा किसी भी सरकारी/ गैर- सरकारी कार्यालय कार्यालय में दो वर्ष का कार्यानुभव |

नोट : जॉब कार्य-1 के लिये तीन एवं जॉब कार्य-2 के लिये कम-से-कम एक पोईन्ट/श्रमिक/प्रतिनिधि की आवश्यकता होगी। यह संख्या कम ज्यादा हो सकती है।

9. सफल निविदादाता ठेकादार/फर्म/एजेन्सी/कम्पनी द्वारा ठेके में लगाये गये/लगाये जाने वाले श्रमिक/प्रतिनिधि शारीरिक एवं मानसिक रूप से स्वस्थ होने चाहिए तथा उनका चरित्र अच्छा होना चाहिए। साथ ही निविदा में दशायें गये सम्बन्धित कार्यो का पूर्ण ज्ञान तथा कार्य करने में दक्ष होने चाहिये। सभी प्रतिनिधियों की योग्यताएँ निविदा में दशायें गये कार्य के अनुरूप होनी चाहिए।
10. सफल निविदादाता ठेकादार/फर्म/एजेन्सी/कम्पनी को कार्यादेश जारी होने की दिनांक से एक सप्ताह (7 दिन) की अवधि में जमानत राशि (Performance Security) के रूप में नकद/बैंक ड्रापट/बैंक गारन्टी द्वारा कार्यादेश की राशि का 10 प्रतिशत संस्थान में जमा करवाना होगा, जिसकी अवधि ठेका समाप्त होने के 60 दिन पश्चात् तक वैध रहेगी। ऐसा नहीं करने पर बिना किसी सूचना के आवंटित होने वाला अनुबन्ध निरस्त माना जावेगा और भविष्य में उस ठेकादार/फर्म/एजेन्सी/कम्पनी से किसी प्रकार का पत्र व्यवहार नहीं किया जावेगा।
11. ठेके की अवधि में ठेकेदार अथवा उसके प्रतिनिधि द्वारा संस्थान विरोधी किसी भी गतिविधियों में भाग लेने पर प्रशासनिक कारणों से किसी भी समय अनुबन्ध निरस्त/समाप्त किया जा सकता है।
12. निविदा में कार्य का पूर्ण विवरण भरा जाना चाहिए। अधूरी, कांट-छांट, अस्पष्ट और बिना हस्ताक्षरित निविदा स्वीकार नहीं की जायेगी। सशर्त, ई-मेल तथा देरी से प्राप्त निविदा मान्य नहीं होगी। किसी भी प्रकार की पोस्टल डिले के लिये संस्थान जिम्मेदार नहीं है तथा देरी से प्राप्त होने वाली निविदा पर विचार नहीं किया जावेगा।

13. सी.एल. (आर एण्ड ए) एक्ट 1970 सेक्सन 12(1)..... 1971 की वैधानिक आवश्यकता के अनुरूप फर्म/एजेन्सी/कम्पनी को इस संस्थान में 20 या अधिक श्रमिक नियुक्त करने के लिए वैध लाइसेन्स श्रम कार्यालय से प्राप्त करना होगा और उसकी एक प्रतिलिपि इस संस्थान के कार्यालय में जमा करानी होगी।
14. अनुबन्ध की अवधि कार्यादेश जारी होने की तिथि से एक वर्ष के लिये होगी परन्तु सक्षम अधिकारी महोदय द्वारा उक्त अवधि को घटाया भी जा सकता है। कार्य संतोषजनक रहने की स्थिति में आपसी सहमति से अनुबन्ध की अवधि को आगे बढ़ाया जा सकता है।
15. ठेकेदार/अनुबन्धकर्ता को अनुबन्ध की अवधि में भारत सरकार के प्रचलित श्रमिक कानूनों का पालन करना होगा। भारत सरकार द्वारा न्यूनतम मजदूरी अधिनियम के तहत समय-2 पर निर्धारित दर से भुगतान करना होगा। श्रमिक को भुगतान करने की जिम्मेदारी स्वयं ठेकेदार/अनुबन्धकर्ता की होगी। यदि भुगतान से सम्बन्धित किसी भी श्रमिक द्वारा कोई वाद/क्लेम न्यायालय में प्रस्तुत करने पर माननीय न्यायालय द्वारा निर्धारित की गई राशि का पूर्ण भुगतान करने की जिम्मेदारी भी स्वयं ठेकेदार/अनुबन्धकर्ता की होगी। साथ ही बाल श्रमिक कानून का पूर्ण पालन करना होगा।
16. अनुबन्धकर्ता/फर्म/एजेन्सी/कम्पनी को संस्थान में लगाये गये प्रतिनिधियों/श्रमिकों को मजदूरी का भुगतान करने संबंधी उचित रिकार्ड रखना होगा।
17. अनुबन्धकर्ता/फर्म/एजेन्सी/कम्पनी को श्रमिक नियमों के अनुसार समस्त अभिलेख तैयार रखना होगा जिसे सम्बन्धित प्रभारी से हर माह प्रमाणित करवाना होगा तथा किसी भी अधिकारी द्वारा मांगे जाने पर प्रस्तुत करना होगा।
18. सफल अनुबन्धकर्ता/फर्म/एजेन्सी/कम्पनी को संस्थान की आवश्यकतानुसार पर्याप्त मात्रा में निर्धारित योग्यताधारी प्रतिनिधियों की व्यवस्था करनी होगी। साथ ही प्रतिनिधियों को सभी विभाग/अनुभाग प्रभारी, वैज्ञानिकों, अधिकारियों, सेक्टर प्रभारी तथा सुपरवाइजर के निर्देशानुसार कार्य करना होगा।
19. किसी श्रमिक/प्रतिनिधि का कार्य एवं व्यवहार संतोषजनक नहीं होने पर तुरन्त प्रभाव से उसे बदलना होगा तथा उसके स्थान पर नया श्रमिक/प्रतिनिधि उपलब्ध कराना होगा।
20. कार्य कार्यालय समय में पूरा करना होगा तथा आवश्यकतानुसार कार्यालय समय पश्चात भी कार्य को पूरा करना होगा। भुगतान केवल प्रति माह किये गये कार्य का ही देय होगा।
21. अनुबन्ध की अवधि में ठेकेदार/अनुबन्धकर्ता या उसके प्रतिनिधि/उनके द्वारा लगाये जाने वाले श्रमिकों को संस्थान की सम्पत्ति/अनुसंधान सामग्री को नुकसान से बचाना होगा। यदि कोई नुकसान होता है तो उसकी क्षतिपूर्ति का भुगतान स्वयं ठेकेदार/अनुबन्धकर्ता को नगद करना होगा अन्यथा उनके देय बिल में से काट लिया जायेगा।
22. अनुबन्धकर्ता/एजेन्सी/फर्म/कम्पनी द्वारा संस्थान में उपलब्ध करवाये गये श्रमिकों/प्रतिनिधियों का प्रत्येक माह काटे जाने वाले ई0पी0एफ0/ई0एस0आई0 संबंधित रिकार्ड कार्यालय में जमा करवाने के उपरान्त चालान की प्रतियाँ (प्रत्येक श्रमिक/प्रतिनिधि का अलग-अलग खाता संख्या के साथ) (पिछले माह का अगले माह के बिल के साथ संलग्न करना होगा जैसे माह अगस्त से अनुबन्ध जारी होता है तो सितम्बर माह के बिल के साथ प्रस्तुत करना होगा।) हर माह प्रस्तुत किये जाने वाले बिल के साथ संलग्न कर प्रस्तुत करना होगा। साथ ही अनुबन्धकर्ता द्वारा जमा करवाये जाने वाले सेवा कर (Service Tax) की सत्यापित प्रतिलिपि संलग्न करनी होगी।
23. उक्त अनुबन्ध कार्य/जॉब कोन्ट्रैक्ट हेतु संस्थान द्वारा किसी प्रकार की अग्रिम राशि देय नहीं होगी। स्वीकृत ठेका का कार्य आदेशानुसार पूर्ण होने के पश्चात् पूर्व प्राप्ति बिल 3 प्रतियों में श्रीमान प्रभागाध्यक्ष, केन्द्रीय भेड़ एवं ऊन अनुसंधान संस्थान, मरू क्षेत्रीय परिसर, बीकानेर के नाम भुगतान हेतु संस्थान में प्रस्तुत करने पर निश्चित समय अवधि में किया जायेगा। प्रस्तुत बिल के साथ सभी विभाग/अनुभागों के प्रभारियों या उनके द्वारा मनोनीत अधिकारी या प्रतिनिधियों से कार्य सन्तोष-जनक पूर्ण करने की मासिक रिपोर्ट/प्रमाण-पत्र दो प्रतियों में संलग्न करना आवश्यक होगा। बिना प्रमाण-पत्र बिल अग्रिम कार्यवाही के लिये नहीं भेजा जावेगा तथा भुगतान में किसी प्रकार का विलम्ब होता है तो उसकी जिम्मेदारी स्वयं ठेकेदार/अनुबन्धकर्ता की होगी।
24. अनुबन्धकर्ता/एजेन्सी/फर्म/कम्पनी को उसके द्वारा लगाये गये सभी प्रतिनिधियों को भुगतान प्रत्येक माह की 7 तारीख तक केवल एकाउण्ट पेयी चैक (मल्टीसीटी) द्वारा करना होगा। यदि अनुबन्धकर्ता की लापरवाही अथवा उसके द्वारा आवश्यक दस्तावेज प्रस्तुत न करने पर उसके बिल के भुगतान में विलम्ब होता है तो उस स्थिति में भी लगाये गये सभी प्रतिनिधियों को भुगतान प्रत्येक माह की 7 तारीख तक निश्चित रूप से करना होगा।
25. आयकर या अन्य कोई कर इत्यादि की कटौती सरकारी आदेशानुसार एवं नियमानुसार अनुबन्धकर्ता/फर्म/एजेन्सी/कम्पनी द्वारा प्रस्तुत किए गए बिल में से की जायेगी।
26. कार्यावधि में ठेकेदार/फर्म/एजेन्सी/कम्पनी द्वारा लगाये गये प्रतिनिधियों/श्रमिकों इत्यादि को सॉप, बिच्छु या किसी जहरीले जानवर के काटे जाने या किसी भी प्रकार की दुर्घटनाग्रस्त होने पर संस्थान की कोई जिम्मेदारी नहीं होगी एवं पूरा खर्चा स्वयं ठेकेदार को वहन करना होगा तथा संस्थान द्वारा किसी भी प्रकार की राशि/क्षतिपूर्ति राशि देय नहीं होगी।

27. निविदादाता ठेकादार/फर्म/एजेन्सी/कम्पनी को एवं उसके समस्त प्रतिनिधियों/श्रमिकों को जो केन्द्रीय भेड़ व ऊन अनुसंधान संस्थान बीकानेर-राजस्थान परिसर में कार्य कर रहे हैं उन्हें संस्थान के सुरक्षा नियमों की पालना करनी होगी तथा ठेकेदार/फर्म/एजेन्सी/कम्पनी को उनके द्वारा लगाये गये सभी प्रतिनिधियों/श्रमिकों का पहचान पत्र/गेट पास संस्थान के सुरक्षा अनुभाग से स्वयं के खर्चे पर बनवाना होगा। साथ ही आवश्यकता होने पर लगाये गये प्रतिनिधि का पुलिस वेरिफिकेशन भी करवाया जा सकता है।

28. यह अनुबन्ध कार्य कार्य-आधार पद्धति (Work Contract Basis) पर आवंटित किया जायेगा।

29. सभी विवादों को निपटाने का बीकानेर होगा। Decision of Head/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.

30. अनुबन्ध की अवधि व उसके उपरान्त ठेकेदार/फर्म/एजेन्सी/कम्पनी अथवा उनके प्रतिनिधियों/श्रमिकों का जॉब-कॉन्ट्रैक्ट कार्य के अतिरिक्त संस्थान से अन्य कोई सम्बन्ध नहीं रहेगा।

31. सक्षम अधिकारी महोदय को निविदा को आंशिक अथवा पूर्ण रूप से स्वीकार/अस्वीकार करने का सम्पूर्ण अधिकार सुरक्षित रहेगा जिसे चैलेन्ज नहीं किया जायेगा।

प्रमारी, क्रय एवं बण्डार
केन्द्रीय भेड़ व ऊन अनुसंधान संस्थान
भरु क्षेत्रीय परिसर, बीकानेर-334006

मैं यह प्रमाणित करता हूँ कि मैंने निविदा में दशर्याई गई सभी नियम व शर्तों को भलीभांति व अच्छी तरह से पढ़कर तथा समझ लिया है। मुझे निविदा में दशर्याई गई सभी नियम व शर्तें स्वीकार है तथा मैं इनका पूर्ण रूप से पालन करूंगा।

हस्ताक्षर ठेकेदार/फर्म प्रतिनिधि
ठेकेदार/फर्म का पूरा नाम
व पूरा पता
टेलीफोन/ मोबाइल नं०