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No. F. 4(4)/2021-22/Works/MGR/GEM

Date: 26.08.2022

## **Notice inviting Tender through Government e-Marketplace (GeM)**

**Bid NO: GEM/2022/B/2471070**

ICAR-CPCRI invites ONLINE bids for Supply of Agricultural Labours for farm work at ICAR-CPCRI, Research Centre, Mohitnagar as mentioned below:

Sl. No	Item	Quantity
1	Unskilled Agric. workers	08

Online bids are invited through **GeM** in two bid systems (i) **Technical bid** and (ii) **Financial bid** on behalf of Director, ICAR-CPCRI, Kasaragod from eligible bidder for supply of Farm Labours for Agriculture nature of works at CPCRI Research Centre, Mohitnagar-735102

**Start Date: 26.08.2022 10.00:00 pm End Date: 07.09.2022 04:00:00**

**Following certificates is need to be uploaded in GeM portal by the bidder for Technical evaluation (in PDF format)**

<b>i</b>	Self Attested copy of Declaration stating that Firms / Contractors must have undertaken similar type of works in the past <i>(For relaxation of MSE / Startups / SHG, necessary certificates to be uploaded)</i>
<b>ii</b>	Self Attested copy of PAN card, EPF, ESI registration details.
<b>iii</b>	Self Attested copy of <b>Profit and Loss Account, Total Annual Turn Over and Balance Sheet of the firm should not be less than Rs. 5(five) lakh</b> in any of the last three financial years duly certified by the Chartered Accountant <i>(For relaxation of MSE / Startups / SHG, necessary certificates to be uploaded)</i>
<b>iv</b>	Copy of Bid Securing declaration (Annexure-I)
<b>v</b>	Any other documents if necessary (Self Attested)

**TERMS AND CONDITIONS**

- The work order will be for One year from the date of issue of work order.** If required, subject to satisfactory performance of the firm on same rate / Terms & Condition, Scientist-in-charge, ICAR-CPCRI, RC Mohitnagar/Director, ICAR-CPCRI, Kasaragod reserves the right to **EXTEND, REDUCE OR TERMINATE** the period of contract for any justifiable reasons, not mandatory to be communicated to the tenderer.
- The Bidding Price is inclusive of GST which is inbuilt in the GeM system.** However, GST is exempted for supply of farm labour for Agricultural Nature of works as per Ministry of Finance, Deptt. of Revenue Notification No. 12/2017- Central Tax (Rate) dated 28th June 2017. Accordingly, the work order amount will be excluding of GST.
- The personnel engaged by the contractor shall be at no time, be treated as the employees of CPCRI, and also shall have no claim to be regularized in the service of CPCRI, Kasaragod.**
- The number of manpower mentioned is approximate. However, the Scientist-in-charge, ICAR-CPCRI, RC Mohitnagar/Director, ICAR-CPCRI, Kasaragod reserves the right to INCREASE the number of contractual workers ( or ) REDUCE the number of contractual workers during the contract period.**
- The contractor/agency will be responsible for payment of the revised wages, VDA, ESI, EPF contribution, Bonus, etc. from time to time. The Service Charges quoted shall remain unchanged during the period of contract and will not be modified/ altered at all.
- The persons posted to work should attend the work for 8 hours excluding lunch break on all working days. The persons engaged should carry out the work without causing any

damages to the Institute property and disturbance to the staff members. In case of any damages caused, the same will be deducted from the payment due to the Contractor.

7. The persons entrusted with the work should not have any police records/criminal cases against them. **The Agency / Contractor should make adequate enquiries about the character and the antecedents of the persons whom they are deploying.**
8. **3% of the total amount quoted has to be deposited at this office as Performance Security Deposit within ten days of intimation of the award of the work. The amount shall be refundable without any interest after 6 months plus sixty days beyond the date of completion of work and all contractual obligations of the contractor/firm including warranty obligations.**
9. The service provider shall take all responsibility and obligation for providing security/insurance of the person engaged by him. ICAR-CPCRI, Kasaragod will not be responsible for any libel/suit/litigation or otherwise/obligation/commitment/liability to any party (ies) or person(s) whatsoever.
10. The Personnel, if not found working satisfactorily, must be replaced by the Service Provider immediately. The personnel should be punctual and should complete the work assigned to them promptly and meticulously. Any misconduct/ misbehavior on the part of manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
11. Changing of workers should be intimated to the Office with the notice of Scientist-in-charge, ICAR-CPCRI, RC Mohitnagar. The workers should follow strict attendance and alternative arrangements are to be made by the Agency whenever the workers are going on leave under intimation to this Office.
12. The Contractor shall be responsible for the maintenance of all records/registers as required in the prescribed formats by the Labour Commission, Govt. of West Bengal/Govt. of India.
13. Successful Tenderer will have to enter a detailed contract agreement with ICAR on non-judicial stamp paper of Rs.200/-.
14. If tenderer does not accept the offer after issue of letter of award by Institute within **10 days**, the offer made shall be deemed to be withdrawn without any notice.
15. **The offers without Bid Security declaration as per Annexure-I will be rejected.**
16. **Decision of Scientist-in-charge, ICAR-CPCRI, RC Mohitnagar/Director of this 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 Scientist-in-charge, ICAR-CPCRI, RC Mohitnagar/Director, ICAR-CPCRI, Kasaragod. 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.

17. **Minimum wages shall be paid to the workers by the Agency / Contractor at the rate fixed by the State Govt./Central Labour Commissioner, whichever is the higher rate as per the minimum wages Act.** The contractor/Firm shall also pay all such benefits to its employees as envisaged under various acts and laws like ESI ACT, EPF & MP Act. Payment of Bonus Act, Taxes etc. The contractor shall also ensure compliance of all laws and /or to be made applicable and ICAR shall not be liable for the same and the contractor/firm shall indemnify ICAR-CPCRI, Kasaragod in all respects.
18. **The Contractor should disburse the wages to the workers working under him on or before 5<sup>th</sup> of every month and submit the monthly bills in duplicate latest by 5th of following month for arranging payment, along with Bank account details, PAN details etc. The payment should be made directly in to the bank A/c of the worker and copy of the statement should be enclosed along with the monthly bill.**
19. The bills along with wages slip in prescribed format (the duly signed copy received from the contractual worker), attendance sheet, ESI, EPF, etc. with details indicating the names of the contractual workers, Bank statement, etc. has to be submitted to the office for payment. The payment and other administrative welfare of the contractual **workers solely reside with the Contractor.**
20. **The variation in wages, if any as prescribed by the Govt. will be admitted / revised as per rules.** The contractor has to pay the revised wages to the contractual workers and submit the bill for claim to this office.
21. The contract can be terminated even earlier by giving one month prior notice due to the following reasons:
  - (i) **On account of unsatisfactory performance (or)**
  - (ii) **Breach of contract clause(s)/ persistently neglecting to carry out his obligations under the contract (or)**
  - (iii) **Any other reasons.**

**BID SECURING DECLARATION**

(To be given on Company/Contractor Letter Head).

**I / We hereby Accepting that if we, withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, we will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.**

Yours Faithfully,

Date :

Place :

**Authorized Signatory**

(Signature of the Bidder, with Official Seal)

Mobile Number:

Email id :