

By Hand/Speed Post



Central Arid Zone Research Institute
(Indian Council of Agricultural Research)
Jodhpur (Rajasthan) 342 003

Phone No. 0291-2786584(Dir.)/2786485(CAO)/2785981(AO), FAX : 0291 – 2788706(Dir.)/2786498(PME)



F. No. 7 (1) Manpower-Leh/14-15/Adm.V/

Dated: ___ /05/2014

To,

The Editors,

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

Sub: Advertisement of Tender Notice for CAZRI's RRS, Leh – regd.

Sir,

I am to send herewith an advertisement of Tender Notice for above work contract of the Institute which may kindly be advertised in your **Newspaper in minimum to minimum possible space in single insertion only latest by ___ /05/2014.**

Bills may please be sent in triplicate duly pre-receipted in the name of the Director, CAZRI, Jodhpur for payment/verification along with press cutting of the advertisement at the rates approved by the DAVP, New Delhi.

Yours faithfully,

ASSISTANT ADIMINISTRATIVE OFFICER (V)

Enclosed:As above.

Copy to:

1. I/c ARIS (along with the tender document) for uploading a copy of tender notice and tender document on CAZRI's website.
2. Dr. J.C. Tewari, PS & Co-ordinator, RRS, Leh Camp- CAZRI, Jodhpur for kind information.
3. P.S. to Director, CAZRI, Jodhpur for kind information please

ASSISTANT ADIMINISTRATIVE OFFICER (V)

Signature with Seal of authorized signatory of firm



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F. No. 7 (1) Manpower-Leh/14-15/Adm.V

Dated : __/05/2014

TENDER NOTICE

On behalf of the Director, CAZRI, Jodhpur sealed tenders are invited from Firm/Agency/Contractor of repute for **Annual Rate Contract for Farm Contract/Manpower Contract** in at CAZRI Regional Research Station, Leh (Laddakh). The tender documents is to be submitted to Adm-V, CAZRI, Jodhpur by or before 06.06.2014 up to 3.00 P.M. The tender form and other details are available on CAZRI website- www.cazri.res.in.

ASSTT. ADMIN. OFFICER (V)
For DIRECTOR

Signature with Seal of authorized signatory of firm



Central Arid Zone Research Institute
 (Indian Council of Agricultural Research)
Jodhpur (Rajasthan) 342 003

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By Hand/Speed post/website

F. No. 7 (1) Manpower-Leh/14-15/Adm.V

Dated: /05/2014

Annual Rate Contract for Farm Contract/Manpower Contract at CAZRI's RRS, Leh, J & K

- | | | |
|---|---|------------------------|
| 1. Date of start of selling the tender document | : | 16/05/2014 |
| 2. Last date and time for sale of tender form | : | 05/06/2014 at 03.00 PM |
| 3. Last date and time for submission | : | 06/06/2014 at 03.00 PM |
| 4. Date and time for opening the bids | : | 06/06/2014 at 03.30 PM |

Note: The tender form and other details are available on CAZRI website www.cazri.res.in. The interested Firm/Agency/Contractor may download or purchase the tender document from Adm-V, CAZRI, Jodhpur and submitted the same to this office by or before the due date & time.

From:-

Assistant Administrative Officer,
 Adm-V, CZRI,
 Jodhpur 342 003

To

M/s

Sub: Tender Document for ARC for Farm Contract/Manpower Contract at CAZRI's RRS, Leh, J & K -regd.

Sirs,

On behalf of the Director, CAZRI, Jodhpur sealed tenders are invited for Firm/Agency/Contractor of repute for Annual Rate Contract (ARC) for Farm Contract/Manpower Contract at CAZRI's RRS, Leh, J & K. Other details and terms & Conditions are enclosed herewith as Annexure-I & II.

2. The tender must be submitted to this Office by or before Due date i.e. 06/06/2014 up to 3.00 P.M. by Courier/Registered Post/Speed Post in sealed cover, failing which it will not be considered.

3. The Tender is to be open on Due Date i.e. 06/06/2014 up to 3.30 P.M. at CAZRI (HQ) by the Committee members in presence of the representative of Contractors those submitted their Tender for ARC for Farm Contract/Manpower Contract at CAZRI's RRS, Leh, J & K.

Your faithfully,

ASSISTANT ADMINISTRATIVE OFFICER (V)
 For DIRECTOR

Enclosed: As above (Annexure-I & Annexure-II)

Signature with Seal of authorized signatory of firm

TECHNICAL BID - PART-I

Detail of the firm/contractor

1. Name & address of Proprietor :
2. Name & address of Firm/Agency/Contractor:
3. (a) Telephone No. : Off. Res: Mobile No:.....
(b) E-mail ID :
4. Particulars of firm/agency/company :
(Partnership Deed/ Constitution in case of Society)
5. Authorised dealership Certificate No. :
6. Income Tax P.A.N. Number :
7. Service Tax Number (Allotted by CED) :
8. Name & address of Bank in which account :
Account No. Bank's IFSC Code No.
9. Cost of Tender Documents : Rs. 500/- C.R. No. Date
10. Earnest Money Deposit : Rs. 10,000/-
In favour of ICAR Unit-CAZRI) DD/BC No.:Date
11. The tender must be reached to this Office on or before **Due Date 06/06/2014 up to 3.00 P.M.** by Courier/Registered Post/Speed Post in sealed cover super scribed with “**Annual Rate Contract for Farm Contract/Manpower Contract**” failing which it will not be considered. The tender should be dropped in the Tender Box placed in the Adm.V Section
12. See for detailed documents/information : CAZRI website : **www.cazri.res.in**

TECHNICAL BID (PART-II)

General Terms and Conditions of the tender of Annual Rate Contract for ARC for Farm Contract/Manpower Contract at CAZRI's RRS, Leh, J & K:

1. On behalf of the Director, Central Arid Zone Research Institute, Jodhpur sealed tenders are invited for Annual Job Contract for engagement of agency for providing of manpower on outsourcing basis for a period of one year depending upon the requirements of the Central Arid Zone Research Institute, Jodhpur-342 003 from time to time as per the terms and conditions set forth in the following paragraphs. The Services of the manpower agency would be required initially for a period of one year. The contract can be extended further subject to satisfactory compliance of terms and conditions of the contract.

2. **It must be ensured that the quotation must reach addressed to the Director, CAZRI, Jodhpur-342 003.** The bids are to be sealed in a cover super scribing the envelope “Annual Rate Contract for Farm Contract/Manpower Contract” and **dropped in the tender box kept with A.A.O. Admn.V Section, CAZRI, Jodhpur by or before 3.00 PM on 06/06/2014.**

3. **Cost of Bid documents:** The bid document can either be downloaded from the CAZRI website: www.cazri.res.in or the same can be purchased personally from A.A.O. Admn.V Section on any working day commencing from **16/05/2014 up to 05/06/2014** on either cash payment of Rs.500/- or in the form of Demand Draft/ Pay Order drawn in favour of ICAR Unit-CAZRI payable at Jodhpur-342 003 towards the cost of bid document.

4. **DELIVERY OF TENDER:** THERE IS A TWO BID SYSTEM. The original copy of the tender is to be enclosed in a double cover. The rate to be quoted in the FINANCIAL BID – Annexure-I and II of tender document and submit in the inner cover sealed envelope. The TECHNICAL BID PART-I,II AND III contain all the relevant documents with cash receipt/DD of EMD should be kept in the outer cover envelope bear only name of work and address to Director, Central Arid Zone Research Institute, Jodhpur. The tender must be reach to this office on or before **06/06/2014 up to 3.00 PM** by personally/Courier/ Registered Post / Speed Post, failing which it will not be considered. The tender should be dropped in the Tender Box placed in the Adm.V Section with A.A.O.

5. **OPENING OF BIDS:** The **Technical bids** shall be opened on the Due Date on **06/06/2014 up to 3.30 PM** and **Financial Bids** shall be opened at **4.30 PM on the same day** in the **Committee Room of Adm. Block of CAZRI, Jodhpur** in the presence of representatives of the firms whom also be present if they so wish at the time of opening of bids.

6. Decision of the desire so of Director, CAZRI, Jodhpur shall be final for aspect of the contract and binding on all parties. Dispute arising, if any, on the contract will be settled at his/her level by mutual consultation.

7. Bidders/tenderers shall undertake to the apply with allow statutory provisions are required for such man power to be provided including Minimum Wages Act, EPF, ESI, Service Tax etc. as required under law and shall indemnify CAZRI from all libels/suits/litigations etc.

8. The Contractual Agency shall take all responsibility and obligation for providing man power engaged by him for the purpose at CAZRI. CAZRI will not be responsible for any libels /suits/ litigation or otherwise/ obligation/ commitment/ liability to any party(ies) or persons(s) whatsoever.

Signature with Seal of authorized signatory of firm

9. EARNEST MONEY: The bid must be accompanied with EMD of Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft/Banker Cheque in favour of ICAR Unit CAZRI, and payable at Jodhpur-342 003. Bid not accompanied with valid EMD will not be considered. The bidder must have current Income Tax/ Service Tax and statutory registration(s).

10. SECURITY OF CONTRACT: The Contractual Agency shall provide Security in the form of Bank Guarantee/FDR in favour of ICAR Unit, CAZRI payable at Jodhpur-342 003 for contract period as would be specified in the work order to be awarded to the successful bidder for an amount equivalent to 10% of contract value or minimum Rs. 20,000/-whichever is more and signed an agreement before starting the contract. It (FDR) will be released only after the termination/expiry of the contract. The Performance Bank Guarantee will be valid up-to 3 months beyond the date of expiry of the contract.

11. No interest on Security deposit and earnest Money deposit shall be paid by the CAZRI to the bidder.

12. Service tax or any other tax applicable for made applicable after awarding the contract in respect of this contract shall be payable by Contractual Agency. CAZRI will not entertained any claim whatsoever in this respect. However, the Service Tax or any other Tax which is as per the rules of the Govt. of India/ Rajasthan Government shall be deducted at source from monthly bills as per rules/instruction made applicable from time to time by Government.

13. Acceptance by the CAZRI will be communicated by FAX/Telegram, Express letter or any other form of communication. Formal letter of acceptance e and work order of the bidder will be forwarded as soon as possible but the earlier instructions in the TAX/Telegram, express letter etc. should be acted upon immediately.

14. Successful bidder will have to enter into a detailed contract agreement with CAZRI on non-judicial stamp paper of Rs. 500/- (Rupees One Hundred only) for this contract.

15. The services staff should follow strict attendance and alternative arrangements are to be made by the contractual agency whenever anyone of staff is to go on leave under intimation to this office.

16. Changing of staff should be intimated to office.

17. The Director, CAZRI, Jodhpur reserve the right to reject any or all quotations in whole or in part without assigning any reasons thereof. The decision of the Director, CAZRI shall be final and binding on the contractor /agency in respect of clauses covered on the contract.

18. The staff provided should maintain secrecy and discipline in the premises of CAZRI's R.R.Station, Leh.

19. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification with experience in nature of work.

20. The agreement is terminable with one month notice on either side.

21. The contractor shall not sublet the work without prior written permission of the CAZRI.

22. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.

Signature with Seal of authorized signatory of firm

23. The contractor shall provide the necessary personnel at CAZRI's R.R. Station, Leh as per Labour Acts prevalent. The Contractor shall employ good and reliable persons with robust health of age group of 20 to 58 years. In case any of the personnel so provided is not found suitable by the CAZRI, the CAZRI shall have the right to ask for his replacement without giving any reason thereof and the contractor shall on receipt of a written communication with have to replace such persons immediately.

24. The persons so provided by the contractor under this contract will not be the employee of the CAZRI and there will be no employer-employee relationship between the CAZRI and the persons so engaged by the contractor in the aforesaid services.

25. MODE OF PAYMENT: The agency shall submit monthly pre-receipted bill in triplicate by the 4th working day for the job performed during the preceding month along with proof of payment and contribution made for ESI, EPF and Service Tax paid for the Manpower provided to the Institute. The Institute shall made payment by means of crossed cheque drawn in favour of the agency/contractor. The agency must be submitted an authorized letter of Banker for E-Payment system to this office.

26. WAGES TO WORKERS: The Contractor/Agency shall make payment of remuneration/wages to its personnel before/on 7th of every month by cheque in presence of Nodal Officer. After making the payment, the Contractor shall raise the bill on the CAZRI for payment of the settled amount. They will submit to the CAZRI a copy of the payment vouchers duly signed by the workers for each month.

27. No request for alteration in the rates once quoted will be permitted within one year.

28. Income Tax will be deducted from monthly bills as per rule.

29. The contract is subject to the condition that the bidder will comply with all the laws and acts of Central Govt., J&K Govt. relating to this contract made applicable from time to time.

30. The contractor/Agency will furnish list of his workers with the full particulars of the personnel sponsored including details like Name, Father's Name, Age, Photograph, Permanent Address, Telephone Number etc. and they will also ensure the verification of the antecedents of such personnel and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the CAZRI.

31. The engaged person must report for duty at CAZRI's R.R. Station, Leh or any other duty so assigned in proper uniform

32. The normal office 8 hours of the CAZRI is from 10:00 AM to 5:00 PM or by instruction of Co-ordinator, RRS, Leh Monday to Saturday. However CAZRI reserve the right to depute the contractual personnel on Holiday/beyond office hours. The contracting agency will be compensated as per the rates for Overtime Allowance (OTA) for working on Holiday/beyond office hours. Maximum Overtime is permitted up to 50 hrs.

33. In case of regularly deputed personnel not reporting for duty, the service provider shall depute some other similar personnel for performance of duty.

Signature with Seal of authorized signatory of firm

34. QUALITY AND SIZE OF MANPOWER/FARM WORK: The CAZRI shall provide the bench-marks such as educational qualifications, professional qualifications etc. in respect of manpower to be engaged on outsourcing basis depending upon requirement from time to time. The tentative requirement of manpower to be engaged by the CAZRI RRS, Leh during the period of the contract shall be as under:

S. No.	Category of Manpower	No. of Manpower	Educational Qualification	Responsibilities
1.	Agriculture/farm workers:			
a)	Skilled	As per requirement	(a) 8 th standard Middle Level School pass (b) Ability to read basic official English, Hindi and local language. (c) Knowledge of maintenance or records (d) Ability to ride bicycle. (e) Ability to doing various farm works	To do various farm works
b)	Semi Skilled	As per requirement		
c)	Un Skilled	As per requirement		
2.	Driver	As per requirement	(a) 10 th Level School pass (b) Ability to read basic official English, Hindi local language. (c) Valid Driving licence	Driving of jeep, car, tractor with farm implement

The above requirement is depending upon the volume of work, functional requirements etc. Any variation in the requirement of manpower shall be communicated to the Agency.

35. The personnel provided shall be under the direct control and supervision of the Contractor/Agency. However, they shall comply with the oral and written instructions given on day to day basis by the Officer(s) authorized by the CAZRI Hqrs. from time to time. They will be bound by office timings, duty, placement, locations etc. as decided by the CAZRI.

36. TERMS OF THE CONTRACT: Initially the terms of the contract will be for 4 months. On the expiry of the contract or on its termination, the Institute reserves the right to renew the contract on monthly/yearly basis on the terms and conditions that may then be mutually agreed upon. However, initially contract will award only for 4 months and it will be extended for further period on service provided satisfactorily by the agency.

37. TERMINATION: This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post. The CAZRI will have no responsibility for any loss/damage caused to them. This also cannot be challenged through any court of law.

38. RISK CLAUSES: CAZRI reserves the right to discontinue the services at any time, if the services are found unsatisfactorily 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 raising a separate claim.

Signature with Seal of authorized signatory of firm

39. LOSS AND/OR DAMAGES: In case of any loss or damage done to the property of the CAZRI by the personnel provided by the agency for security duties, full damages will be recovered from the Agency and decision of the competent authority of CAZRI shall be a binding on agency.

40. LIQUIDATED DAMAGES CLAUSE:

- (i) Any misconduct/ misbehaviour on the part of the manpower by the agency will not be tolerated and such person(s) will have to be replaced immediately.
- (ii) Theft cases during the contract period in the Institute premises, the recovery of such loss(es) will be recovered from the Contracting Agency.
- (iii) Contracting Agency will ensure that no theft or damages to the CAZRI property by his personnel. In case any theft or damage to the CAZRI property occurs due to the negligence of the personnel/workers of the Contracting Agency, the Contracting agency shall be held responsible for such losses and damages, if after an enquiry, the CAZRI comes to the conclusion that the loss is attributable to the negligence on part of workers of the Contracting Agency.

41. DISPUTES:

- (i) If any disputes arises the Decision of Director, CAZRI, Jodhpur 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 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, CAZRI. 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.
- (ii) In case any disputes arises the jurisdiction area will be only Jodhpur.

42. In case rates of one or more bidders are found similar, the criteria of finalizing the successful bidder will be as under.

- i) Experience in the field.
- ii) Annual Turnover of the firm/Agency.
- iii) Profile of the employees deployed by the firm/Agency.

Assistant Administrative Officer (V)

Signature with Seal of authorized signatory of firm

TECHNICAL BID PART-IV

**CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH TENDER
DOCUMENT FAILING WHICH THE BID WILL BE LIABLE TO BE REJECTED:**

SL. No.	Documents to be submitted	Whether Submitted or not	If submitted than mentioned page no.	Remarks
1.	Details of Cost of bid Rs. 500/-			
2.	Details of EMD deposited for Rs. 10,000/-			
3.	Copy of Registration of firms			
4.	Copy of Registration Certificate of ESI			
5.	Copy of Registration Certificate of EPF			
6.	Copy of Service Tax Registration			
7.	Copy of PAN/TAN Card			
8.	Copy of Labour license under contract labour (R&A) Act, 1970 if any available Note: <i>This license will have to be obtained by the firm in respect of this institute after submitting the work order.</i>			
9.	Bank Solvency/Hashiat certificate for Rs. 70,000.00			
10.	Experience Certificate (Please enclosed) a) <i>Three similar completed works costing not less than Rs. 80,000.00</i> OR b) <i>Two similar completed works costing not less than Rs. 1,00,000.00</i> OR c) <i>One similar completed work costing not less than Rs. 1,60,000.00</i> OR			
11.	Copy of Income Tax Return for last 3 years			
12.	Latest ESI/EPF Challan for ascertaining the number of workers has to be attached. if applicable			
13.	Minimum turnover of the firm not less than Rs. 70,000.00 in each of the last 3 years.			
14.	Whether the Rate quoted complies with the Minimum Wages Act. of Govt. of India (Central Govt) with all other statutory provisions(MENTION YES OR NO)			

Full Name of Bidder with Address & Date

Signature with Seal of authorized signatory of firm

Undertaking

1. I, _____
son/daughter/wife of Shri _____
Proprietor/Director/authorized signatory of the Company/Firm mentioned above, is
competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide to them.

3. The information/documents furnished along with the above tender form are true and
authentic to the best of my knowledge and belief. I am 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.

Place :

Date :

**Signature & Name of the authorized
Signatory with Seal of the Firm**

Signature with Seal of authorized signatory of firm

FOR THE USE BY TENDER OPENING COMMITTEE ONLY

Name of the Firm: _____

1. Earnest money deposited/not deposited/is/not in acceptable form.
2. There are no changes, corrections, additions and overwriting etc. in the General Terms and Conditions put to tender.
3. There are _____ corrections and overwriting in the rates which have been quoted in figure/words numbered from _____ to _____ figure/words.
4. The tender is conditional/unconditional. Please refer covering letter/notes on page _____ there are _____ conditions.
5. The rates have not been quoted against item No. _____.
6. There is ambiguity in the rates quoted in figure and words against item No. _____.
7. Rates have been quoted in figures/words only.

(Tender Opening Committee)

Signature with Seal of authorized signatory of firm

SCHEDULE-I**FINANCIAL BID**

(The financial bid to be enclosed in a separate sealed envelope)

Note: The tender will remain open for acceptance up to 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 rate.

To

**Director,
Central Arid Zone Research Institute,
Light Industrial Area, Near ITI,
Jodhpur-342 003**

I/we wish to submit our tender for ARC for Farm Contract/Manpower Contract at CAZRI's RRS, Leh, J & K on the following rates:

Description	*Total Cost	*Service charges of the total cost	*Service tax of the total cost	*Grand total (2 + 3 + 4)	*Actual wages to be paid (Break-up in Annexure-II)
1	2	3	4	5	6
	*A1	*B1	*C1	*D1	*F1
Skilled					
Semi Skilled					
Un Skilled					
Driver					
JCB (per hour)					Not applicable
Tractor with all farm implements (per hour)					Not applicable
TOTAL					

*** Refer Schedule -II**

Note1: *The Grand total of rates of all types of manpower/farm work (D1) for 1 month/per hour must be mentioned both in Figures and words which must tally with the rates quoted in monthly/per hour breakup format otherwise the financial bid will be treated as rejected.*

Note2: *The work will be awarded to the firm which total of rate for all type of manpower as mentioned above (grand total of D1) is lowest.*

Note3: If any firm mention service charge as "Nil" their quotation will be rejected straightway.

I/we agree to the forfeiture of the earnest money deposited by me/us in connection with this tender if I/we fail to comply with any of the terms & conditions in whole or in part as laid down in the quotation form. We have carefully read the terms and conditions of the tender and agree to abide by these in letter and spirit.

Place :**Date :**

Signature & Name of the authorized
Signatory with Seal of the Firm

Signature with Seal of authorized signatory of firm

Financial Bid*** Break-up of Monthly charges to be claimed and actual to be paid**

Sl. No	Description	Amount of Skilled Labour	Amount of Semi-Skilled Labour	Amount of Un-Skilled Labour	Amount of Driver	Amount of JCB (per hour)	Amount of Tractor (per hour)
		1	2				
A.	a. Monthly Rate						
	b. ESI Contribution						
	c. EPF Contribution						
	d. Other Charges including bonus, gratuity, etc.						
	* Total cost per head (1+2+3+4)						
B.	* Services charges						
C.	* Service Tax						
D.	* Grand Total (A+B+C)						
E.	Contribution by the employee for ESI/EPF to be deducted					Not applicable	Not applicable
	Deduction, if any					Not applicable	Not applicable
F.	* Actual amount to be paid to the employee					Not applicable	Not applicable

Signature with seal of bidder

Signature with Seal of authorized signatory of firm

AGREEMENT DEED

(for Manpower contract)

1. This agreement is made at Jodhpur on this ----- Day -----**Year**----- between the Indian Council of Agricultural Research (Director, Central Arid Zone Research Institute, Jodhpur) a Society registered under the Societies Registration Act, 1960, through the Director, Central Arid Zone Research Institute, Jodhpur (Herein after called first part) of the First Party and M/s.....
..... (herein after called the Firm/Agency/Company) of the other part.
2. WHEREAS the One Part/First Party desired to avail the work on job/ service contract basis for the purpose or carrying out the field operation work at CAZRI, Jodhpur.
3. AND WHEREAS the firm/agency/company has deposited a sum of Rs. 20,000/- (or 10% of contract value which ever more) in the form of DD/F.D.R. No. dated.....in favour of ICAR Unit - CAZRI, Jodhpur as security deposit for the due performance and do service of the aforesaid contract.
4. NOW THEREFORE it is agreed by and between One Part/First and and the Firm/Agency/Company as under:-
 - (i) The firm/agency/company shall provide manpower services (on contract basis) at the CAZRI, Jodhpur as per the requirements and instructions given to them by the authorities of first party from time to time for a period of but initially for a period of three months w.e.f. to and later on for the period as extended by the First Party if the manpower provided is found up to satisfaction.
 - (ii) The firm/agency/company shall render the service at basis at the rate (cost) of entire contractual work against the work order F. No.7 (3) Manpower-Leh/13-14/Adm.V dated which include EPF contribution, ESI contribution and any other statutory provisions and liabilities to be discharged by the firm/agency/company.
 - (iii) The firm/agency/company shall employ their on staff/employees as may be required for the purpose of execution of the work which shall be subject to the approval of the First Party's authorities.
5. **QUALITY OF MANPOWER:** The Contractor shall provide the bench-marks such as educational qualifications, professional qualifications etc. in respect of manpower to be engaged on outsourcing basis depending upon requirement from time to time. The tentative

Signature with Seal of authorized signatory of firm

requirement of manpower to be engaged by the CAZRI during the period of the contract shall be as under:

S. No.	Category of Manpower	No. of Manpower	Educational Qualification	Responsibilities
1.	Agriculture/farm workers:			
a)	Skilled	As per requirement	(a) 8 th standard Middle Level School pass	To do various farm works
b)	Semi Skilled	As per requirement	(b) Ability to read basic official English, Hindi and local language.	
c)	Un Skilled	As per requirement	(c) Knowledge of maintenance or records (d) Ability to ride bicycle. (e) Ability to doing various farm works	
2.	Driver	As per requirement	(a) 10 th Level School pass (b) Ability to read basic official English, Hindi local language. (c) Valid Driving licence	Driving of jeep, car, tractor with farm implement
3.	JCB Operator (With JCB)	As per requirement	(a) 10 th Level School pass (b) Ability to read basic official English, Hindi local language. (c) Valid Driving licence	To do various farm works with help of JCB as per instructions

Note : The above requirement is depending upon the volume of work, functional requirements etc. Any variation in the requirement of manpower shall be communicated to the Agency.

6. The personnel provided shall be under the direct control and supervision of the Contractor/Agency. However, they shall comply with the oral and written instructions given on day to day basis by the Officer(s) authorized by the CAZRI from time to time. They will be bound by office timings, duty, placement, locations etc. as decided by the CAZRI.
7. **MODE OF PAYMENT:** The agency shall submit monthly pre-receipted bill in triplicate in the name of Director, CAZRI, Jodhpur by the 4th working day for the job performed during the preceding month along with proof of wages paid and contribution made for ESI, EPF and Service Tax paid for the Manpower provided to the Institute. The payment will be released to the agency within 15 days from date of receipt of the Bill. The payment will be made by crossed cheque/online transfer on receipt of confirmation regarding satisfactory execution of services by the concern officer for this purpose. In case the services are not provided up to the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of Director, CAZRI, Jodhpur whose decision shall be final and binding on the Contracting Agency. The agency must be submitted an authorized letter of Banker for E-Payment system to this office.
8. **WAGES TO WORKERS:** The Contractor/Agency shall make payment of remuneration/wages not below the minimum wages to its personnel before/on 7th of every month by crossed cheque/ or in presence of Nodal Officer. After making the payment, the Contractor shall raise the bill on the

Signature with Seal of authorized signatory of firm

CAZRI for payment of the settled amount. They will submit to the CAZRI a copy of the payment vouchers duly signed by the workers for each month.

9. **WELFARE MEASURES OF CONTRACTUAL STAFF:**

- (i) The Contracting Agency will discharge all legal obligations of their employees in respect of their wages and other 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 viz. statutory obligations, under Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, Workmen's compensation Act, EPF & MP Act, Industrial Dispute Act etc. The Contracting Agency will indemnify and keep indemnified the CAZRI, Jodhpur from any claim, loss or damages that may be caused to the CAZRI, Jodhpur on account of the Contracting Agency's failure to comply with their obligations under the various law towards their staff/employees employed by the or any loss or damage to one part due to acts/omissions of other part. The CAZRI, Jodhpur will not be responsible for any loss caused so. It will be contracting agency fully responsible.
- (ii) Contractual agency shall be responsible for any claims recovery of losses of contractual manpower while on works happens any accident, casualty or death. The Institute will not responsible for such incident, casualty or death or claims recovery of losses of contractual manpower.
- (iii) The Contracting Agency agrees to get all the manpower and their employees insured against any liability arising under the workman's compensation act or under the common law. The Contracting Agency agrees to indemnify against any claim that the CAZRI, Jodhpur may have to meet in respect of their staff members and or workman/employees on account of any accident or for any other reason.

10. **TERMS OF THE CONTRACT:** Initially the terms of the contract will be for one year. On the expiry of the contract or on its termination, the Institute reserves the right to renew the contract on monthly/yearly basis on the terms and conditions that may then be mutually agreed upon. However, initially contract will award only for 3 months and it will be extended for further period on service provided satisfactorily by the agency.

11. **TERMINATION:** This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post. The CAZRI will have no responsibility for any lose/damage caused to them. This also cannot be challenged through any court of law.

12. **RISK CLAUSES:** CAZRI reserves the right to discontinue the services at any time, if the services are found unsatisfactorily by giving a show-case 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.

13. **LOSS AND/OR DAMAGES:** In case of any lose or damage done to the property of the CAZRI by the personnel provided by the agency for manpower duties, full damages will be recovered from the Agency and decision of the competent authority of CAZRI shall be a binding on agency.

14. **LIQUIDATED DAMAGES CLAUSE:**

- (i) An amount equivalent to wages of contractual staff or its discretion of Nodal Officer will be deducted as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark per day in any Section, it will be brought to the notice of the agency/firm by CAZRI, and if no action is taken within stipulated period liquidated clause will be invoked.

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- (ii) Any misconduct/ misbehaviour on the part of the manpower by the agency will not be tolerated and such person(s) will have to be replaced immediately.
- (iii) Theft cases during the contract period in the Institute premises, the recovery of such loss(es) will be recovered from the Contracting Agency.
- (iv) Contracting Agency will ensure that no theft or damages to the CAZRI property by his personnel. In case any theft or damage to the CAZRI property occurs due to the negligence of the personnel/workers of the Contracting Agency, the Contracting agency shall be held responsible for such losses and damages, if after an enquiry, the CAZRI comes to the conclusion that the loss is attributable to the negligence on part of workers of the Contracting Agency.
15. The contract will not sublet to other agency/contractors.
16. The agency should provide Photograph identity/complete address along with phone number antecedents clearance by police of all security personnel engaged for the job on awarding the contract. At the time of deployment of manpower the In-charge /committee will verify all such records.
17. In case, any manpower/personnel is found involved in any undesirable/ mischievous/misbehaviour activities, which adversely affect the Institute, he will be replaced by the agency with the consent of the Institute authority & penalty whatsoever decided by the Institute will be imposed on the Agency.
18. To make proper co-ordination company/agency authorities will visit the Institute campus minimum once in a month, so that discrepancies/irregularities related to security matters may be directly conveyed to the agency.
19. The CAZRI will not be responsible either to the Contractual Agency or to its workers deployed at this Institute for any medical assistance/injuries/death or any kind of loss occurred during the course of performing contractual services.
20. In case of any contractual manpower/personnel while on duty happens any accident, casualty or death, the Institute will not responsible for such incident, casualty or death, the security agency shall be responsible and if any claims recovery of losses will be given by the contractual agency.
21. It is further clarified that under no circumstances, the staff member and or the workmen/ employees or the Contracting Agency shall be treated, regarded or considered or deemed be the employees of the CAZRI, Jodhpur and the Contracting Agency alone shall be responsible for their remuneration, wages and statutory obligations such EPF, ESI and Service Tax etc.
22. The contracting agency has to submit every month, a proof of payment of statutory obligation such as ESI, EPF, Service Tax and other applicable taxes, if any in respect of personnel engaged by the Contracting Agency for this job/manpower contract. The following records/documents in respect of its manpower/personnel submitted to the office every month otherwise next bill will not be entertained.
- i) Statement of wages not less than prescribed minimum wage paid to contracted person.
- ii) Attendance Statement.
- iii) All statutory records i.e. ESI, EPF and Service Tax etc. as applicable.
23. **Disputes :**
- a. If any disputes arises the Decision of Director, CAZRI 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 level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole

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arbitrator to be appointed by the Director, CAZRI. The decision of the sole Arbitrator so appointed shall be final and binding on the parties.

b. In case any disputes arises the jurisdiction area will be only Jodhpur.

24. Director, CAZRI, Jodhpur 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 contracting agency.

Signature with seal of authorized person of agency

In presence of

1. Signature :
Name :
Address :

2. Signature :
Name :
Address :

Signature of Director, CAZRI, Jodhpur

1. Signature :
Name :
Address :

2. Signature :
Name :
Address :

Signature with Seal of authorized signatory of firm