



F.No. NER/E-TENDER/2018/ 1759

Date: 01.08.2018

**NOTICE INVITING TENDER**

Online Tenders are invited under two bids system from the reputed firms on behalf of Head, ICAR-NBSS&LUP, Regional Centre, Jorhat for award of manpower supply at ICARNBSS&LUP office premises, Regional Centre, Jamuguri Road, Jorhat-04. The details are given below:

Name of the Work	Annual Contract for man power supply at ICAR-National Bureau of Soil Survey and Land Use Planning, Regional Centre, Jamuguri Road, Rowriah, Jorhat-4
Tender Fee	Rs.500/- in form of DD in favour of DDO, ICAR-NBSS&LUP, Jorhat
EMD	<b>EMD Rs.65,000/-</b>
Performance Security Deposit	10% of total estimated value of work
Period of contract	One year

**Head, ICAR-NBSS&LUP  
Regional Centre, Jorhat-04**

**CRITICAL DATE SHEET (Section)**

Tender ID:	
Name of the 'Organization'	National Bureau of Soil Survey and Land Use Planning, Regional Centre, Jamuguri Road, Rowriah, Jorhat-4, Assam
EMD of estimated value.	Rs.65,000/-EMD amount in form of DD in favour of DDO, ICAR-NBSS & LUP, Regional Centre, Jorhat payable at Jorhat O R B a n k G u a r a n t e e , F D R failing which the bid will be cancelled
Bid Submission start Date and time	01.08.2018 at 11:00 am
Bid Submission End Date and Time	22.08.2018 at 3:00 pm
Date of opening of Bid	23.08.2018 at 3.00 pm
Address for Communication	Head, ICAR – National Bureau of Soil Survey & Land Use Planning, Jamuguri Road, Rowriah, Johat -04, Assam
Website	<a href="https://www.nbsslup.in">https://www.nbsslup.in</a> <a href="https://eprocure.gov.in/eprocure/a">https://eprocure.gov.in/eprocure/a</a>

**Head, ICAR-NBSS&LUP  
Regional Centre, Jorhat-04**

**The Firms are also required to upload copies of the following documents:-**

**TECHNICAL:**

1. Scanned Copy of the Registration certificate of the firm under the work contract of the Appropriate Authority. [Registration under Shop & Establishment Act 1948 (Mumbai)/the Companies Act, 2013/or any other Act.]
2. Scanned copy of 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 for one or more years will be given preference . Provide the details in tabular form as per Annexure A.
3. Scanned copy of Income Tax Return (ITR) for the last three years.
4. Scanned Copy of Certified Balance Sheet of the firm for last year by the Chartered Accountant.
5. Scanned Copy of Duly certified copies of the satisfactory services / work order where the bidder is providing man power for the last three years. At least one should be of running contract at Present.
6. Scanned Copy of Employee EPF registration certificate and scanned copy of Employee ESI registration certificate or Workmen Compensation (WC) Certificate whichever is applicable.
7. Scanned copy of EPF *challan for the preceding three months excluding the month of publication of the tender*
8. Scanned copy of PAN CARD of the firm.
9. Scanned copy of GSTIN no. and registration certificate. Please attach copy of challan for the *preceding* three months excluding the month of publication of the tender
10. Scanned copy Earnest Money Deposit (EMD)/its exemption, if any.
11. Scanned Copy of Annexure – II documents and Tender Acceptance letter
12. The firm has to quote keeping in view the statutory obligations / TDS @ 2% irrespective of its composition . The rate which is not as per the statutory obligations would be liable to be rejected.

All necessary documents in support of the details for Sl. No. 1 to 12 must accompany with the technical bid. The bid is liable to be rejected in case documents are not uploaded in the technical bid on CPP Portal, documents are incomplete or in case any certification / registration has already expired but is yet to be renewed.

Only essential and necessary valid documents are to be uploaded in the technical bid. Please avoid uploading extraneous and irrelevant documents.

**Note : The above documents may be uploaded in the given sequence only, with no unnecessary documents.**

**Important notice: Please submit hard copy of the bid in a sealed envelope**

## Schedule -I

### FINANCIAL BID:

(a) Please submit financial bid as excel file- BoQ\_2018.xls

### Technical Bids

Checklist of documents to be submitted with tender documents along with the page no. failing which the bid will be liable to be rejected:

S.No.	Particulars	Whether submitted or not	If submitted, mention File Name & Page No.
1	Scanned Copy of the Registration certificate of the firm under the work contract of the Appropriate Authority. [Registration under Shop & Establishment Act 1948 (Mumbai)/the Companies Act, 2013/or any other Act.]		
2	Scanned copy of 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 one or more years will be given preference.		
3	Scanned copy of Income Tax Return (ITR) for the last three years		
4	Scanned Copy of Duly certified copies of the satisfactory services / work order where the bidder is providing such services for the last three years. At least one should be of running contract at Present.		
5	Scanned Copy of certificate from Chartered Accountant		
6	Scanned Copy of Employee EPF registration certificate and Scanned copy of Employee ESI registration certificate. (Minimum 100 workers are required for further qualification)		
7	Scanned copy of PAN Card of the firm.		
8	Scanned copy of GSTIN no. and registration certificate. Please attach copy of challan for the months of May, June and July.		
9	Scanned copy Earnest Money Deposit (EMD)/its exemption, if any, Annexure – II and Tender Acceptance Letter after duly filling it.		

### **AUTHORITY SIGNATORY**

Note: The information required at Sl. No. 1 to12 must be accompanied with the certified copies of the document and attached as per the serial number failing which the tender is liable to be rejected. No other document needs to be attached with the tender form.

## Annexure-III

From:

The Head

ICAR-NBSS & LUP

Regional Centre, Jorhat-04

Sub: Invitation of Tender (TWO BIDS SYSTEM) for Annual Contract for manpower supply at ICAR-NBSS&LUP office premises, Regional Centre, Jamuguri Road, Jorhat-04, Assam.

Dear Sir,

The Head, ICAR- NBSS&LUP , Regional Centre, Jamuguri Road, Jorhat-04 has invited online tender under two bid system from Registered / well-established /reputed firms for Annual Contract for manpower supply at ICAR-NBSS&LUP Regional Centre Jorhat on monthly contract basis for a period of ONE YEAR and extendable for a further period of one year on the basis of monthly/ quarterly / half yearly/yearly subject to satisfactory performance of the Agency/vendor and its willingness to continue on same Terms and Conditions.

1. Tenders are invited under two-bid system.
2. The terms and conditions of the contract which govern the contract to be made are those Contained in the general conditions of contract applicable to the contract placed by the ICARNBSS&LUP and the special terms and conditions detailed in the tender form, and its Annexure. Please submit your tender, if you are in a position to provide the Requisite services in accordance with the requirements stated in the attached schedule.
3. An earnest money of Rs65,000/- (Rupees sixty five thousand only) must be deposited in the form of demand draft/pay order payable to DDO, ICAR-NBSS & LUP at Jorhat. The particulars of the earnest money deposited must also be mentioned on the top of the envelope by indicating the draft/pay order number and date, failing which the Tenders will not be opened. The agencies which are exempted from submission of EMD should enclose a valid exemption certificate to this effect. The Tenders will not be considered if earnest money/exemption certificate is not deposited with the Tenders. The EMD shall be refunded to unsuccessful firm without paying any interest.
4. The bidder is being permitted to submit t tender in consideration of the stipulations on his part that after submitting his tender, he will not resale from his offer or modify the terms and conditions thereof. If the bidder fails to observe and comply with foregoing stipulation the aforesaid amount of EMD will be forfeited by the ICAR- NBSS&LUP, Jorhat.In the event of the offer made by the tender not being accepted, the amount of earnest money deposited by the bidder shall be refundable after the bidder has appliedfor the same, in the manner prescribed by the ICAR- NBSS&LUP.
- 5.The Schedule of the Tenders form should be attached with the bids.
6. The Tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the Tenders is not fully filled in.

Individual signing 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.

7. Acceptance by the ICAR - NBSS&LUP, Jorhat will be communicated by Speed Post/fax/email or any other form of communication. Formal letter of acceptance of the tender will be forwarded as soon as possible, but the earlier instructions in the Speed Post/fax/e-mail etc. should be acted upon immediately.

8. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to sign such and if, on enquiry it appears that the persons so signing without authority, the ICAR- NBSS&LUP will cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedules to the tenders and annexure, if any, should be signed by the authorized signatory of the firm.

9. The rates should be given both in words and figures failing which the same is liable to be rejected. Tenders will be opened in the committee room of the ICAR -NBSS&LUP, Jorhat on .....3.30 PM by the authorized officers. Bidders have option to participate in tendering process at the time of opening of Bids. Bidder is at liberty to authorize a representative who would be attending the opening of the tenders.

10. An amount equivalent to **10%** of the estimated value of contract is to be deposited by the selected/successful firm as a performance security deposit only after receiving a communication from the ICAR - NBSS&LUP through DD from a Nationalized Bank. In the event of nondeposition of the same, the earnest money will be forfeited.

11. No interest on Security deposit and earnest money deposit shall be paid by the NBSS&LUP to the firm.

12. GST / Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor. ICAR - NBSS&LUP will not entertain any claim whatsoever in this respect. However, the service tax or any other tax which is as per the rules of the Govt. shall be deducted at source from monthly bills of the successful firm, as per rules/instructions made applicable from time to time by ICAR/Govt. of India.

13. The Director, ICAR - NBSS&LUP, Nagpur reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Bureau for any justifiable reasons, not mandatory to be communicated to the firm.

14. Decision of Director, ICAR - NBSS&LUP, Nagpur 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, ICAR-NBSS&LUP, Nagpur . The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration and Constitution Act.

15. The Contract will be initially for a period of ONE YEAR extendable for further period of one year, subject to satisfactory performance of the vendor as his/her willingness to continue on same Terms & conditions.

16. The ICAR - NBSS&LUP, Jorhat is not bound to accept the lowest or any other tenders and also reserves the right of accepting the tenders in whole or in part. Conditional tender will not be accepted at any cost.

17. Only those firms will be considered for financial bid who have qualified in the technical bid.

18 The contract may be awarded in whole or in part as per minimum wages as applicable

**Head, ICAR-NBSS&LUP, Regional  
Centre Jorhat-04**

**NATIONAL BUREAU OF SOIL SURVEY AND LAND USE PLANNING**

**Regional Centre Jorhar-04**

Full name and address of the bidder in addition to address and other relevant information needed for the complete Address:-

---

Telephone No.

Telegraphic Address

---

From:-

To ,

The Head,

ICAR-NBSS&LUP,

Regional Centre Jamuguri Road,

Jorhat-04

Sir,

I/we have read all the particulars regarding the general information and other terms and conditions of the contract for the manpower Supply at Regional Centre Jorhat and agree to provide the services as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in schedule attached I and II to this tender and I/we agree to hold this offer open till 90 days.

1. I/we shall be bound to communicate written acceptance within the prescribed time limit.
2. I/we have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. The following pages have been added to and form a part of this Tender \_\_\_\_\_. The schedules I and II to accompany this tender are at page nos. \_\_\_\_\_.
4. Every page attached with this tender bears my signature and the official seal.
5. Pay Order/Demand Draft No. \_\_\_\_\_ of Rs. \_\_\_\_\_ drawn in favour of DDO, NBSS&LUP and payable at Jorhat is enclosed as earnest money as required.

Signature and Seal of bidder with date \_\_\_\_\_

Address \_\_\_\_\_

Name and Signature of witness \_\_\_\_\_

Address \_\_\_\_\_



### Annexure-III

## GENERAL INFORMATION AND IMPORTANT TERMS & CONDITIONS OF THE CONTRACT

### SCOPE OF CONTRACTUAL MANPOWER REQUIREMENT:-

1. Following persons/workers will be required in Office, laboratories, stores ,offices and training hostel for assisting in different works. The office reserve the right to award additional work/ service not listed in the specifications. Bidders are bound to accept the additional work/ service under this clause at the rates mutually agreed.

S. No.	Work details
1.	<b>Contractual Staff (Skilled)</b>
(i)	<b>Lab Technician/GIS data Processing Operator</b> 10 <sup>th</sup> Pass/ Equivalent with minimum one year experience in Chemistry/Physical Lab and knowledge of computer application.
(ii)	<b>Data Entry Operator/Office -cum-Store Clerk:</b> Minimum qualification should be 12th pass. Diploma in computer application with good experience in computer will be given preference ( MS Office, Power point, Excel etc.).
(iii)	<b>Driver :</b> The Persons should have valid license for Jeep /Car Driving and experience of 2 years of Driving vehicle in private/government organization
(iv)	<b>Plumber -</b> 10 <sup>th</sup> Pass/equivalent experience in maintenance, Minor repairing of plumbing work
(v)	<b>Electrician -</b> 10 <sup>th</sup> Pass/equivalent experience in maintenance, Minor repairing of Electrical work
2.	<b>Contractual (Un-Skilled):</b> Read upto Class VIII
(i)	<b>Cook-cum Bearer:</b> - Class VIII pass with one year experience in relevant field.
(ii)	<b>Lab Attendant -</b> Minimum VIII Pass
(iii)	<b>Garden Labour-</b> -Capable of doing routine work in office garden i.e. watering flowers cleaning grasses, planting trees etc.
(iv)	<b>Sweeping Cleaning –</b> Routine nature of sweeping works at Office, Training Hostel, Cleaning of Drainages of Office-cum laboratory building, outer spaces etc
(v)	<b>Soil Sample Room :</b> capable of doing soil grinding sieving, drying of soil samples

**Note: Number of manpower may be increased or decreased as per day to day functional need of the regional stations and as per ICAR/GOI rules or instruction.**

## **2. Services:**

a. The supplier agency shall provide necessary persons for work at ICAR-NBSS&LUP Jorhat strictly as per the charter of duty and terms and conditions mentioned in the tender form. The agency shall employ good, reliable & robust persons with clean record preferably within the age group 21 to 45 years and clean record to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable by the ICAR-NBSS & LUP, the ICAR-NBSS&LUP shall have the right to ask for its replacement without giving any reason thereof and the agency on receipt of written communication in this regard will have to replace such persons immediately.

b. The personnel engaged by the agency for this job contract will not be employee of the ICAR-NBSS&LUP and there will be no employer-employee relationship between the ICAR-NBSS&LUP and the personnel so engaged by the contractor.

c. The agency shall be wholly responsible for making payment of monthly salaries and other admissible allowances as per the rates quoted and the actual amount indicated in the quotation by the 7<sup>th</sup> day of each completed month to the personnel, and any delay in this regard will attract a penalty of 5% of final monthly bill amount per day for delayed payment. The payment in respect of the clause above is to be made by e-payment/cheque to the bank accounts of the staff. A satisfactory proof of this has to be attached with the bill.

## **3. Bid Submission:**

Bids must be submitted by the time and date mentioned in the schedule covered in the Notice Inviting Tender. The tender form must be clearly filled in ink legibly or typed. The bidder should quote the rate and amount tendered by him/them in the figures and as well as in words. In case, there is difference of amount of word and in figures, amount mentioned in words shall be treated as correct and final.

## **4. ELIGIBILITY CONDITIONS:-**

a. An agreement to be made by the successful contractor/firm with the ICAR-NBSS & LUP, Jorhat on Non-Judicial stamp paper of Rs.1000/ or as per the rules applicable

## **5. Risk Clause:**

"NBSS&LUP reserves the right to terminate the job contract at any time with a one month prior notice, if the work are found unsatisfactory by giving a show-cause notice to be replied within a week.

## **6. TERMS OF THE CONTRACT**

Initially the terms of the contract will be for **ONE YEAR** and the contract may be renewed or extended for further period of one year on mutually agreed T&Cs subject to satisfactory services provided by the agency. On the expiry of the contract or on its termination, the ICAR - NBSS&LUP reserves the right to renew the contract on quarterly/half-yearly/yearly basis on the same terms and conditions that may be mutually agreed upon.

## 5. MODE OF PAYMENT

The agency shall submit monthly bills along with copies of ECR, E- Challan for deposition of EPF & ESI contribution for the personnel engaged at the site for the job performed during the preceding month on the first working day of the month. The ICAR - NBSS&LUP shall make payment by means of RTGS/NEFT (online payment) drawn in favour of the agency, after deducting G S T / service tax, TDS and Penalty amount (if any) therefore, the firm has to submit details of bank alongwith Bank Account number, TAN number, PAN number, IFSC code 'of bank branch. However, taxes which are as per the rules of the Govt. of Maharashtra/GOI shall be deducted at source from the monthly bill. The agency shall make payment to its employees through **e-payment or cheque only** in the presence of officer nominated by ICAR-NBSS&LUP, Jorhat. The amount of EPF & ESI deposited by the firm with the concerned statutory authorities w.r.t. manpower engaged for the contracted work shall be reimbursable on monthly basis after production of payment challans by the firm along with certified list of EPF & ESI account nos. of employees deployed for contracted work for whom EPF & ESI is deposited under challans submitted for re-imburement by the firm.

The contractor must produce a Labour License within one month of award of contract.

## 6. LOSS/DAMAGES CLAUSE

In case of any loss or damage done to the property of the ICAR - NBSS&LUP by the personnel provided by the agency at the location full damages will be recovered from the Agency and decision of the Competent Authority of ICAR - NBSS&LUP shall be a binding on the agency. In case it is found that the firm repeatedly fails to act according to the provisions in the contract, it will be liable to be terminated.

## 9. SECURITY DEPOSIT

The successful bidder will be required to deposit an amount equivalent to **10%** of the total bid value as Performance Security Deposit in the form of Demand Draft/Pay Order in favour of DDO, **NBSS&LUP, Jorhat payable at Jorhat** at the time of acceptance of Work Order/Award Letter. **The security deposit shall be refunded to the** contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the ICAR - NBSS&LUP.

## **11. AMENDMENT TO TENDER DOCUMENTS:**

At any time prior to the deadline for the submission of tenders, the Employer may, correspond for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective bidder, modify the tender documents by an amendment. The said amendment in the form of an addendum will be sent to all prospective bidders who have received the tender documents, to reach them 2 days prior to the deadline for the submission of tenders. This communication will be in writing or by telefax and the same shall be binding upon them and the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Prospective bidders should promptly acknowledge receipt thereof by telefax to the Employer. In order to afford prospective bidders reasonable time for preparing their tenders after taking into account such amendments, the ICAR-NBSS&LUP or the Employer may, at its discretion, extend the deadline for the submission of tenders.

## **12. PENALTY CLAUSE:**

- i. A detailed list of staff along with their photographs attested by the agency including permanent address should be provided to the office for record before taking over the charge.
- ii. If payment to the Staff deployed by the contractor is not made by the 7<sup>th</sup> of every month, penalty of 5% of final monthly bill amount per day shall be imposed for delayed payment to staff.
- iii. The payment in respect of the clause above is to be made by e-payment/cheque to the bank accounts of the staff. A satisfactory proof of this has to be attached with the bill.
- iv. There will be no relation between the payment to the contractor by ICARNBSS&LUP and the payment made to the staff/workers by the contractor. The payment to the contractor/firm shall be made only after specific satisfaction of compliance by the contractor regarding EPF, ESI, payment as per Minimum Wages Act, etc, and fulfilling other Terms & Conditions as imposed by ICAR-NBSS&LUP, Nagpur.

In case any of the violation of any of the above condition, ICAR-NBSS&LUP, Jorhat will have the right to terminate this agreement forthwith without notice and will not to be liable to any damages and/or loss which may be suffered by the contractor on account of termination.

**In case of any dispute arising, decision of Director, NBSS&LUP, Nagpur will be final and binding.**

**Head, ICAR-NBSS&LUP,  
Regional Centre Jorhat**

**CHARTER OF DUTIES FOR MANPOWER SERVICES Details**

- a. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. as applicable relating to this contract.
- b. The Firm shall devote its full attention in service to ensure highest quality in all aspects
- c. and discharge its obligations under the "contract with trust diligently and honestly". The supporting / allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor to go on leave under intimation to this office.
- d. The staff provided should maintain secrecy and discipline in the premises of the institute.
- e. 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 by agency.
- f. Contractor will be responsible if the Workers are indulged in any type of misbehavior with officials/ staff of the office and deliberate attempt of damage to the experimental trails / public property in the campus.
- g. The firm/contractor is liable to deposit all applicable taxes i.e GST/ Professional tax into the Govt. account as per the order issued by Govt. of India/Maharashtra and shall follow all rules and regulation at specified in CL-(RA) Act 1972 (MS).
- h. The agency shall be responsible for the payment of minimum wages (including VDA, PF, ESIC/WC Policy) to the labours deployed by him as fixed from time to time by the chief labour commissioner , Ministry of labour and employment ,Government of India.
- i. Any other items of work assigned with approval of competent authority.

**OTHER IMPORTANT TERMS & CONDITIONS OF THE CONTRACT AND SCOPE OF WORK.  
(These terms & conditions will be integral part and parcel of the agreement)**

1. The quotation submitted by the agency should remain valid for period of 90 days from the date of opening of tenders.
2. Bidder shall be responsible for strict compliance of all rules and regulations which is already in force or which may be enforced from time to time by the appropriate authority.
3. The bidder must visit the site and shall satisfy himself as per conditions under which the work is to be performed. He shall also check and ascertain the locations of any existing system or equipment or any other situation, which may affect the work. No extra claim for ignorance of on the ground of insufficient description will be allowed at a later date.

4. The contractor shall ensure that either he or his representative is available for proper administration and supervision at the work place.
5. The contractor shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever including but not limited to property loss and damage, personal accident, injury or death of / or property or person of any sub-contract and or the servants or agents of the contractor any sub-contractor (S) or and or the owner and the contractor shall at his own cost and initiative at all times, maintain all liabilities under Workmen' s Compensation Act/Fatal Accident Act, Personal injuries, Insurance Act and/or their Industrial Legislation from time to time in force.
6. The successful bidder shall be required to deposit the Performance Security money of 10% of the total bid value at the time of acceptance of Work Order/Award Letter through Demand Draft in favour of DDO, ICAR- NBSS&LUP, payable at Jorhat. No Interest shall be paid on such security deposit, which shall remain with the ICAR-NBSS&LUP during the period of the contract and it shall be released after two months of the expiry or termination of the contract after deducting dues, recovery, etc., if any.
7. In case of quoted L-1 firm is more than one, then the scoring in the table made by assessment by the Technical Evaluation Committee shall be the sole criteria of selection.
8. Even after qualifying the technical bid, the financial bid may not be accepted if found not in order at the sole discretion of ICAR-NBSS&LUP.
9. ICAR-NBSS&LUP, Jorhat reserves the right to accept or reject any or all the tender in part or whole or may cancel without assigning any reason thereof. No correspondence in this regard will be entertained.
10. The quoted rate shall include cost of each and every item including transportation cost, manpower cost and taxes etc. The ICAR-NBSS&LUP, Jorhat shall not bear any extra charge on any account whatsoever i.e EPF & ESI contribution, OTA etc. Wages to be paid to the contractual manpower will be as per minimum wages act. Contractor will be reimbursed for the work as per the rates detailed in Schedule- II.
11. Material for sweeping/cleaning shall be provided by the ICAR-NBSS&LUP, as per requirement.  
  
Each of the manpower deployed will carry Identity Card issued by the agencies, perform their duty in proper uniforms and will maintain a smart turn -out. The agency shall, at its own cost, provide suitable uniforms to the personnel.
12. The personnel provided shall be under the direct control & supervision of the Contractor/Agency. However, the contractor shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the ICAR-NBSS&LUP from time to time.

13. That the number of unskilled, semi-skilled skilled and highly skilled supports will be purely need based. Therefore, the number of Contractor's worker may be increased or decreased as per requirement. The Head, ICAR-NBSS&LUP, Jorhat will be under no obligation to engage any specific number of Contractor's worker during the period of contract.
- 15 That for any increase in the minimum wage specified by the appropriate government, corresponding percentage increase in the agreed wage or any other payment depending upon such wage will be applicable from the date of such order for increase in minimum wage by government.
16. Payment will be released on monthly arrear basis after receiving the bills in triplicate and certification by In-charge/concern authorized person.

**DRAFT OF AGREEMENT TO BE ENTERED BY THE AGENCY (Part-I)**

1. A list showing the jobs to be carried out by the agency is attached as **Annexure-IV**. However, these are only illustrative and not exhaustive. Additional jobs or modifications in the job will be carried out with approval of the authorities of ICAR-NBSS&LUP, Jorhat
2. The Agency shall render the services on job contract basis which includes PF contribution, ESI contribution and any other statutory provisions and liabilities to be discharged by the Security Agency.
3. The agency will discharge all legal obligations of its employees 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 viz, statutory obligations under Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, Workman's Compensation Act, EPF & MP Act, Industrial Dispute Act etc. The Agency will indemnify and keep indemnified the ICAR-NBSS&LUP from any claim, loss or damages that may be caused to the ICAR-NBSS&LUP on account of the Agency 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.
4. The agency shall submit their bills after completion of each month during the first week of the following month of the services rendered previous months to Head, ICAR-NBSS&LUP, RC, Jorhat. The payment will be made by e-payment/ cheque/RTGS on the receipt of confirmation regarding satisfactory execution of services by the officer authorized for this purpose.
5. The agency shall submit the record of payment made to the staff/workers/employee on monthly basis and shall ensure that the payment is made as per Minimum Wages Act.
6. The agency agrees to get all the staff members and their employees insured against any liability arising under the workman's compensation act or under the common law. The agency agrees to indemnify against any claim that the ICAR-NBSS&LUP may have to meet in respect of their staff members and/or workman/employees on account of any accident or for any other reason.
7. It is further clarified that under no circumstances, the workers employed by the supplier for the ICAR-NBSS and LUP shall be treated, regarded or considered or deemed to be the employees of the ICAR-NBSS&LUP.
8. In case of theft or damage to the ICAR-NBSS&LUP property occurs during the service contract period with the agency due to the negligence of the staff/employees of the Agency, the supplier shall be held responsible for such losses and damages, if after an enquiry, the ICAR-NBSS&LUP comes to the conclusion that the loss is attributable to the negligence on the part of personnel of the supplier. The supplier shall attend all the police cases from time to time during the contract period, if required.



9. If any question or dispute arises between the parties hereto or their representative with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities of the parties hereto, then such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the ICAR-NBSS&LUP. His award shall be governed by the provisions of Arbitration & Conciliation Act 1996 for the time being in force in Indian Union and both the parties hereto.
10. The agency shall inform the ICAR-NBSS&LUP immediately of their having been granted the approval by the Government of India to operate as Private Agency under regulation of Employment and Welfare Act 1981. The Agency shall obtain the license under section 12 of the contract labour (Regulation & Abolition) Act 1970 from the competent authority as required by any other law. During the currency of agreement the supplier shall have license under section 12 of the contract labour (R &A) Act 1970. In default of the agreement contract will be liable to be terminated.
11. ICAR-NBSS&LUP at its discretion will terminate the agreement in case of following conditions:
- a. If the agency fails to execute the work entrusted to the satisfactory for which NBSS&LUP shall be sole judge.
  - b. If the agency fails to discharge its legal obligations towards the workers employed at NBSS&LUP premises.
  - c. If the agency commits breach of any of the clauses of the agreement.
  - d. If the ICAR-NBSS&LUP is required to pay any damages and/or compensation and/or any payment to their customers/visitors on account of any negligent action and/or misbehavior on part of the security agency.
  - e. Under no circumstances, the ICAR-NBSS&LUP shall be made liable for additional monetary involvement besides that what has been mutually agreed upon.

## **12. PENALTY CLAUSE:**

- i. A detailed list of staff along with their photographs attested by the agency including permanent address should be provided to the office for record before taking over the charge. If payment to the staff deployed by the contractor is not made by the 7<sup>th</sup> of every month, a penalty of 5% of final monthly bill amount per day shall be imposed for the delay. The payment in respect of the clause above is to be made by e-payment/cheque to the bank accounts of the staff. A satisfactory proof of this has to be attached with the bill.
- ii. There will be no relation between the payment to the contractor by NBSS&LUP and the payment made to the staff/workers by the contractor. The payment to the contractor/firm shall be made only after specific satisfaction of compliance by the contractor regarding EPF, ESI, payment as per Minimum Wages Act, etc, and fulfilling other Terms & Conditions as imposed by ICAR -NBSS&LUP, Jorhat.