



**ICAR- NATIONAL BUREAU OF SOIL SURVEY & LAND USE PLANNING  
REGIONAL CENTRE**

**SECTOR - II, BLOCK DK, SALT LAKE, KOLKATA- 700 091**

Office Ph: (033)23586926/23590727; Fax : (033) 23215491

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F. No. Kol/S-3 (TQ)/1

Date: 17.08.2020

**NOTICE INVITING TENDER**

Online Tenders are invited under two bid systems from the interested reputed firm for award of **ANNUAL JOB CONTRACT FOR PROVIDING CATERING/CARETAKING SERVICES AT SCIENTIST HOME** of ICAR-National Bureau of Soil Survey and Land Use Planning, Regional Centre, Kolkata-700091. The Demand Drafts of Rs.50,000/- (Rupees fifty thousand only) as an earnest money deposit (EMD) to be made in favour of ICAR- NBSS&LUP, payable at Kolkata. It may be addressed to Head, ICAR-National Bureau of Soil Survey & Land Use Planning, Regional Centre Kolkata – 700091.

Tender documents may be downloaded from e-procurement website of CPPP <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET under:

**CRITICAL DATE SHEET**

Tender Reference No.	ICARNBSSandLUP/KOL/02/2020_21
Tender Id:	2020_DARE_577658_1
Name of the Organization	ICAR-National Bureau of Soil Survey & Land Use Planning, Regional Centre, DK-Block, Sector-II, Salt Lake city, Kolkata-700091
EMD	<b>Rs. 50,000/- (Rupees fifty thousand only)</b> or exemption (if any) failing which bid will be summarily rejected.  EMD amount in form of DD or Banker's cheque in favour:- <b>ICAR- NBSS &amp; LUP payable at Kolkata</b>
Cost of Tender Form	NIL
Date and Time of Bid Submission start	17.08.2020; 14.00 hrs.
Date and Time of Bid Submission end	07.09.2020; 14.00hrs.
Date and time of opening of Technical Bid	08.09.2020; 14.00hrs.
Address for Communication	Head, ICAR – National Bureau of Soil Survey & Land Use Planning, Regional Centre, DK-Block, Sector-II, Salt Lake, Kolkata-700091
Website	<a href="https://www.nbsslup.in">https://www.nbsslup.in</a> <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

Sd/-  
Head of the Regional Centre Kolkata

1. The tender form/bidder documents may be downloaded from the website: <https://eprocure.gov.in/eprocure/app>. Online submission of Bids through Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> is mandatory. **Manual/Offline bids shall not be accepted under any circumstances.**
2. Tenders/bidders are requested to visit the Office website (<https://www.nbsslup.in>) and CPPP website (<https://eprocure.gov.in/eprocure/app>) regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through these websites only.
3. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Bureau reserves the right to accept or reject any or all the tenders without assigning any reason.
4. The interested Firms are required to deposit (in original) Tender fee Rs. Nil, Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees fifty thousand only) in the form of Demand Draft/Banker Cheque from any of the Commercial bank in favour of **ICAR-NBSS & LUP, payable at Kolkata** may be addressed to the **Head, ICAR- National Bureau of Soil Survey & Land Use Planning, Sec-II, Block – DK, Salt Lake City, Kolkata-700091** on or before bid opening date and time as mentioned in the Critical Date Sheet.
5. Bidders need not come at the time of Technical as well as financial bid opening at ICAR-NBSS & LUP, Kolkata. They can view live bid opening after login on CPP e-Procurement Portal at their remote end. If bidder wants to join bid opening event at ICAR-NBSS & LUP then they have to come with bid acknowledgement slip that generates after successfully submission of online bid.
6. Financial Bid will be opened only to those firms which qualify the technical bid.

The Bid Security will be forfeited in the following conditions:-

- (i) If any stage, any of the information/declaration given by the bidder is found false.
- (ii) If a bidder withdraws his bid during the period of bid validity specified in terms and conditions of tender.
- (iii) In case of any lapse/default in honoring of terms and conditions at any stage after submitting the tender.
- (iv) In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.

Sd/-  
Head,  
ICAR-NBSS&LUP,  
Regional Centre, Kolkata

**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 (West Bengal)/the Companies Act, 2013/or any other Act.]
2. For Partnership firms it must be registered under the Indian Partnership Act, 1932. For any disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender. 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 would be admitted by affidavit on a properly stamped paper by all partners.
3. **Valid license for providing food and catering services.**
4. Scanned copy of last 3 years experience certificate/ work order for providing similar services in Govt. establishments (Central/State) /Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public organizations. Provide the details in tabular form. (Annexure-VII to attach).
5. Scanned copy of Income Tax Return (ITR) for the last three years.
6. Scanned Copy of Certified Balance Sheet of the firm for last three years by the Chartered Accountant.
7. Scanned Copy of Employee EPF registration certificate and scanned copy of Employee ESI registration certificate or Workmen Compensation (WC) Certificate whichever is applicable.
8. Scanned copy of EPF / ESIC challan for the preceding three months excluding the month of publication of the tender.
9. Scanned copy of PAN CARD.
10. Scanned copy of GSTIN no. and registration certificate. Please attach copy of challans for the preceding three months excluding the month of publication of the tender
11. Scanned copy Earnest Money Deposit (EMD)/its exemption, if any.
12. Bank Solvency/Haisyat certificate of **Rs. 5,00,000/-**.
13. Copy of labour license under contract labour (R&A) Act, 1970, if any available. **Note: This license will have to be obtained by the firm within 15 days in respect of this institute after accepting the work order.**
14. Tender Acceptance letter (Annexure-III to upload). Please state whether the firm has any legal suit / criminal cases are pending for violation of EPF /ESI, minimum wages act or other law. The firm must enclosed certificate indicated that there is no criminal / legal suit pending is contemplated against them.

All necessary documents in support of the details for Sl. No. 1 to 14 must accompany the technical bid. The bid is liable to be rejected in case documents are not uploaded in the technical bid on CPP Portal. Documents will be considered incomplete, 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 should be uploaded in the given sequence only, with no unnecessary documents.**

**FINANCIAL BID:**

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

**Sub: Invitation of Tender (TWO BIDS SYSTEM) for ANNUAL JOB CONTRACT FOR PROVIDING CATERING/CARETAKING SERVICES AT SCIENTIST HOME of ICAR-National Bureau of Soil Survey and Land Use Planning, Regional Centre, Kolkata-700091- reg.**

Dear Sir,

Online tender is hereby invited under two bid system from Registered / well-established /reputed firms for **ANNUAL JOB CONTRACT FOR PROVIDING CATERING/CARETAKING SERVICES AT SCIENTIST HOME** of ICAR-National Bureau of Soil Survey and Land Use Planning, Regional Centre, Kolkata-700091 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 vendor and its willingness to continue on same Terms and Conditions.

1. The terms and conditions of the contract which govern the contract to be made are those contained in the general conditions of contract placed by the ICAR-NBSS&LUP, Regional Centre, Kolkata 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.
2. An earnest money of **Rs. 50,000/- (Rupees fifty thousand only) or any exemption certificate** must be deposited in the form of Demand Draft/ Banker's cheque payable at Kolkata in favour of ICAR-NBSS&LUP along with the bid. The particulars of the earnest money deposited must be superscribed on the top of the envelope by indicating number and date, failing which the bids will not be accepted. Conditional bids shall not be considered. No over writing or cutting is permitted in tender documents. Such bids will be rejected outright. The EMD shall be refunded to the unsuccessful firm without paying any interest.
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 foregoing stipulation the aforesaid amount of EMD will be forfeited by the ICAR-NBSS&LUP, Regional Centre, Kolkata. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer shall be refundable to him after he has applied for the same, in the manner prescribed by the ICAR-NBSS&LUP, Regional Centre, Kolkata.
4. 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 of 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 of power of attorney or (iii) constituted attorney of the firm if it is a company.
5. 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 warranty that he has authority to sign such and if, on enquiry it appears that the persons so signing without authority, the ICAR-NBSS&LUP, Regional Centre, Kolkata 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 and upload the same in CPP Portal.**

6. An amount of 5% of total estimated value of work is to be deposited by the **selected/successful firm as a performance security deposit through Demand Draft/ Fixed Deposit Receipt (in original) from a Nationalized Bank in favour of ICAR Unit, NBSS&LUP payable at Nagpur** only after receiving the office order from the ICAR-NBSS&LUP, Regional Centre Kolkata. In the event of non-deposition of the same, the earnest money will be forfeited. **Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.**
7. No interest on Security deposit and earnest money deposit shall be paid to the firm by ICAR-NBSS&LUP, Regional Centre Kolkata.
8. GST 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, Regional Centre Kolkata will not entertain any claim whatsoever in this respect. However, 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.
9. The Director, ICAR-NBSS&LUP, Nagpur reserves the right to reduce or terminate the period of contract or extend its duration in the interest of the Bureau for any justifiable reasons, not mandatory to be communicated to the firm.
10. Decision of the 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, 1996.
11. The Contract will be initially for a period of ONE YEAR and extendable for further period of one year, on the basis of monthly/quarterly/ half yearly subject to satisfactorily performance of the vendor at his/her willingness to continue on same Terms & conditions.
12. The ICAR-NBSS&LUP, Kolkata is not bound to accept the lowest or any other tenders and also reserve the right of accepting the tenders in whole or in part. Conditional tender will not be accepted at any cost.

Head,  
ICAR-NBSS&LUP,  
Regional Centre, Kolkata

**TENDER FOR ANNUAL CONTRACT FOR PROVIDING CATERING/CARETAKING SERVICES AT SCIENTIST HOME, ICAR-NBSS&LUP, REGIONAL CENTRE KOLKATA**

From:

Full Name and address of the firm in addition to Post BOX No:, if should be quoted in all communication to this office.

Telephone No.

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Email address

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To

The Head,  
ICAR-NBSS&LUP,  
Sector-II, Block-DK, Salt Lake city  
Kolkata-700091.  
Sir,

I/we have read all the particulars regarding the general information and other terms and conditions of the contract for the **ANNUAL JOB CONTRACT FOR PROVIDING CATERING/ CARETAKING SERVICES AT SCIENTIST HOME (GUEST HOUSE) situated at Bhumi Vihar Complex, Kolkata-700097 of ICAR-National Bureau of Soil Survey and Land Use Planning, Regional Centre, Kolkata** 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 to this tender and I/We agree to hold this offer open till 90 days. This rates quoted will be valid to a period of one year in the event of award the contract.

1. I/We shall be bound by a communication acceptance dispatched within the prescribed time.
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. Every page so attached with this quotation bears my signature and the office seal.
4. Demand Draft No.....dated ..... drawn in favour ICAR-NBSS & LUP and payable at Kolkata is enclosed as earnest money required.

Yours faithfully,

Witness:  
Address:  
Occupation:

Signature & Seal of the firm  
Telephone No. (Office)  
Mob No.

Signature of witness to contractor's

Signature: Address:

Name & Signature of Witness:

Address:

- 1.
- 2.

**OTHER IMPORTANT TERMS & CONDITIONS OF THE CONTRACT**  
(This terms & condition will be integral part of the agreement)

Sl. No	Description	Quantity	Total number of persons to be deployed/engaged
1	Storey	4	No. of persons employed: 4 persons  1. Receptionist cum Caretaker (Skilled category) 2. An experienced cook (Skilled category) 3. Assistant Cook cum canteen attendant (Semi-Skilled category) 4. Sweeper (Unskilled category)
2	Total rooms including two numbers of VIP suits	15 (double bedded)	
3	Common toilet	1	
4	Attached toilets	15	
5	Reception	1	
6	Dining hall	1	
7	Kitchen and Staff rooms	2	

**SCOPE OF WORK:**

1. A Receptionist cum Caretaker, Cook, Service attendant (kitchen), Sweeper; total number of persons to be deployed/ engaged are 4 (four) in the Guest House at Bhumi Vihar Complex, Kolkata-700097 by the Contractor throughout the period of contract.
2. The contractor shall be responsible for the proper cleaning, mopping of the Guest House and should keep the towels, bed sheets, pillow covers, kitchen and toilets neat and tidy. The cost required for cleaning materials and washing powder etc has to be borne by the contractor.
3. This routine work shall be carried out daily by the staff provided by the contractor.
4. **The duties of the contractor shall include:**
  - i. Registration of Guests and proper maintaining of register
  - ii. Collection of room rent from the Guests and remitting the same to the Cashier of ICAR-NBSS&LUP Regional Centre Kolkata on a weekly basis.
  - iii. Equipments such as Color TV, Water purifier, Refrigerator etc. are available in the Guest house at Bhumi Vihar Complex, Kolkata shall be kept clean and looked after properly. If any item needs repairing shall be reported to the In-charge, Guest House ICAR- NBSS&LUP. The office will do the needful. In-case any loss/damage occurs due to negligence of the staff of the contractor. The cost the item will be recovered from the contractor.
  - iv. Rooms should be given to persons allotted by ICAR-NBSS&LUP only and it should be ensured that there is no unauthorized occupation of rooms and no misuses of facilities. If it is found that the staffs of the contractor are misusing our Guest House property, the contract is liable to terminate immediately and suitable action will be taken accordingly.

5. The contractor shall provide the following foods at the below prescribed rates:

Sl. No.	Name of the Items	Menu	Rates	Time
1.	Breakfast	Alu Paratha (2 Pcs.) + Curd	Rs.50/-	8.00 A.M. to 9.30 A.M.
		Bread (4 Pcs.), Butter & jam + omlet (Single egg)/ banana	Rs.50/-	
		Fruits (seasonal) + corn flakes or porrage + Milk	Rs.50/-	
		Puri/Roti (4 Pcs) + Sabji	Rs.50/-	
		Plain Paratha (3 Pcs.) + Sabji	Rs.50/-	
2.	Lunch/Dinner Type-I	Chapatti + rice+ one vegetable + dal + curd/raita+ papad	Rs.80/-	1.00P.M. to 2.30 P.M. <b>(Lunch)</b>
3.	Lunch/Dinner Type-II	Chapatti + rice + two vegetables + dal + papad + salad + Sweet	Rs.100/-	8.00 P.M. to 9.30 P.M. <b>(Dinner)</b>

Charges for extra items:

Curd	:Rs.15/-
Tea	:Rs.08/-
Tea & Biscuit	:Rs.10/-
Coffee	:Rs.20/-
Sweet (1 Pc.)	:Rs.15/-
Milk (1 Glass)	:Rs.20/-
Alu Paratha (1 Pc.)	:Rs.15/-
Plain Paratha (1 Pc.)	:Rs.7/-
Roti/Puri (1 Pc.)	:Rs.4/-
Bread (2Pcs.)	:Rs.8/-
Banana( 1 Pc)	:Rs.5/-
Egg (Boild) (1 Pcs)	:Rs.10/-
Omlet (Single egg)	:Rs.10/-
Paneer (1 Plate, 75 gm)	: Rs.40/-
Mutton (3 Pcs., 125 gm.)	:Rs.100/-
Chicken (3 Pcs., 125 gm.)	: Rs.50/-
Fish (1 Pc.)	: Rs.30/-
Egg curry (2 Pcs.)	: Rs.30/-

Rates of the food may not be revised during contract period. Rate chart and timing should be displayed on the display board of the reception.

6. Good quality of drinking water, tea, coffee, breakfast, lunch and dinner should be provided at the request of occupants. The reasonable cost of these will be prescribed by office at regular intervals. The cost of the foods will be borne by the guests staying at the Guest House. The accounts of the said bills will be maintained by the caretaker and will be inspected by the In-charge Guest House/Asstt Admn Officer/Head or any authorized officer of NBSS&LUP, Kolkata at any time.



7. It shall be the duty of the contractor to provide housekeeping materials such as soaps, room spray, toilet rolls, odonil, dishwashing detergents/liquids, naphthalene balls, liquid hand-wash, mosquito repellent etc in the Guest house.
8. Energy saving and water conservation are essential and the contractor should ensure that the air conditioner, lights, etc. are switched off when the guests are not in the rooms.
9. The staffs deployed through this contract will serve foods only to our guests staying at Guest House. If it is found at any stage of the contract period that the staffs are providing catering services outside of this contract, their contract is liable to terminate immediately and the performance security deposit will be forfeited. Also, the contractor is not allowed to sublet this contract under any condition.
10. The selected agency shall provide required services for performing the job of catering/caretaking services at ICAR Guest house Bhumi Vihar Complex, Kolkata . The agency shall employ good and reliable person's with robust health and clean record antecedent duly verified by the police department preferably within the age group of 18 to 50 years to carry out the contract. In case, any of the personnel so engaged by the agency is not found suitable by the ICAR- NBSS&LUP, Kolkata. We have the right to ask for its replacement without giving any reason thereof and the agency shall on receipt of a written communication in this regard will have to replace such persons immediately.
11. The catering/caretaking services are to be provided as detailed in Charter & Schedule of services. The firm has to provide full details of the workmen alongwith their contact numbers for easy access.
12. The non compliance of schedule of work in respect of manpower, quality material and work performance to the satisfaction of concerned In-charge Guest house/Competent Authority of NBSS&LUP, Regional Centre Kolkata may attract the penalty of deduction of payment worked out on pro-rata basis from the monthly charges for the portion of services completed after scheduled time.
13. The personnel engaged by the agency for this job contract will not be an employee of the NBSS&LUP and there will be no employer-employee relationship between the NBSS&LUP and the personnel so engaged by the contractor.
14. The agency shall be wholly responsible for making payment of monthly salaries and other admissible allowances to the personnel under Minimum Wages Act and Contract Regulation and Abolition Act, 1970 & 1971, the NBSS&LUP, Kolkata shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel.
15. The rates quoted shall include the cost of material, labour, T&P, etc, as required for the completion of work.
16. TDS as per rules shall be deducted from the bills of the contractor.
17. Payment will be released on monthly arrear basis after receiving the bills in triplicate and certification by Caretaker and concern authorized person.

18. Since there may be delay in releasing payment by NBSS&LUP; the contractor / agency shall pay the wages as per central Govt. rate to his staff deployed / engaged at NBSS&LUP by 7th of every month by cheque/ fund transfer only as per the minimum wages of Central Govt Agriculture rate.

19. The quotation submitted by the agency should remain valid for period of 90 days from the date of opening of tenders.

20. Tenderer shall be responsible for strict compliance of all rules and regulations which is already enforced or which may be enforced from time to time by the appropriate authority.

21. The tenderer 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 on the ground of insufficient description will be allowed at a later date.

22. In case of non-satisfactory service, the Competent Authority will impose penalty (financial or other) as deemed fit and the decision of Director of ICAR-NBSS&LUP, Nagpur to this effect shall be final and binding on the contractor.

23. The contractor will work in close co- operation and co-ordination with other agencies working at site.

24. NBSS&LUP will not provide any mode of transport in respect of men or material required for the contract.

25. The contractor shall ensure that either he or his representative is available for proper administration and supervision at the work place.

26. The contractor will be solely and exclusively responsible to adhere all the statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions 'given by and statutory authority with regard to safe, labour laws or other prevalent laws.

27. 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.

28. No payment shall be paid in advance.

29. The EMD is liable to be forfeited if the tenderer withdraws the tender within the period of validity of the tender.

30. No interest shall be paid on Security Deposit which shall remain with NBSS&LUP during the period of contract and it shall be released within two months on the expiry of the tenure after deducting dues, recovery, etc. if any.

31. In case of more than one L-1 firm, then the past performance of the Tenderer will be the sole criteria of selection and it would be at the discretion of NBSS&LUP, Nagpur and the decision of Director, NBSS & LUP, Nagpur to this effect will be final in all respect and will be binding to all the tenderers.

32. The job of minor shifting of furniture items and other items will also be done by the personnel engaged by the contractor for the referred job as and when required and no extra amount shall be paid by the NBSS & LUP to the Contractor for this work.

33. ICAR-NBSS&LUP, Kolkata 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.

34. The contractor is advised to do a complete survey on his own of location and buildings and its surrounding area before offering rates.

35. 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.

36. The personnel provided shall be under the direct control and 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 NBSS&LUP from time to time.

37. The rates to be quoted shall include cost of each and every item including transportation cost, manpower cost and taxes etc. The ICAR-NBSS&LUP 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. Bids quoting "NIL" Service charges/consideration shall be treated as irresponsible and will not be considered.

38. Successful firm will have to enter into a detailed contract agreement with NBSS&LUP on non-judicial stamp paper of Rs.100/- (Rupees One hundred only) or applicable as per the rule.

39. That the number of manpower services will be purely need based. Therefore, the number of Contractor's worker may be increased or decreased as per requirement. The Director, ICAR-NBSS&LUP, Nagpur will be under no obligation to engage any specific number of Contractor's worker during the period of contract.

40. The ICAR-NBSS & LUP shall reimburse the amount of GST deposited by the contractor with the appropriate authorities. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.

41. 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.

42. That the contractor shall make payment of wages, etc., to the persons so deployed in the presence of representative of the ICAR-NBSS&LUP, Kolkata and shall on demand furnish

copies of wage register etc. to ICAR-NBSS&LUP for having paid all the dues to the persons deployed by him for the work under the contract. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws having regards to the duties of ICAR-NBSS&LUP in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employment, inspection and submission periodical returns.

43. The Contractors taking part in this tender process must be registered with the EPF & ESIC authorities. In support of this a copy of the EPF and ESIC registration Certificate shall be submitted along with the Tender without which the tender/offer will not be considered. It shall be the responsibility of the contractor to deposit the amount of ESI & EPF contributions towards the persons deployed at ICAR-NBSS&LUP under the contract to the concerned authorities on regular/monthly basis in the local bank authorized for this purpose within the stipulated time as prescribed under the rule.

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

45. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of NBSS&LUP and ensure that no such person shall create any disruption/hindrance/problem of any nature in Institute either explicitly or implicitly.

46. Police verification of all contractual workers is also mandatory.

47. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to ICAR-NBS&LUP and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and/or any other Rules/Regulations and/or statutes that may be applicable to them.

48. Any compensation for disengagement on account of death, disability of any worker deployed at NBSS&LUP, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability.

49. The contractor or workers engaged by him will not be on the pay roll of ICAR-NBSS&LUP/Council and will not be entitled to any benefit as applicable to the employees of ICAR-NBSS&LUP/Council.

50. The contractor should have minimum 03 years (three years) experience of performing job contract in reputed Govt./Semi Govt. Undertaking/University/ICAR Institution establishment preferably as per details given in technical bid schedule-I.

51. The tender should clearly mention the service charges and NIL charges or 0% service charges will not be accepted and tender will be liable to be rejected.

#### 52. LIQUIDATED DAMAGES CLAUSE:

(i) An amount of Rs. 500/- (Rupees Five hundred only) will be levied as liquidated damages per day, whenever and wherever it is found that the work is not up to the mark at any point. It will be brought to the notice of the supervisory staff of the firm by ICAR-NBSS&LUP and if no action is taken within one hour liquidated damages clause will be invoked.

(ii) 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.

#### 53. Risk Clause:

ICAR-NBSS&LUP reserves the right to discontinue the job contract at any time, if the work are found unsatisfactory by giving a show-cause notice 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 pending bills or by rising a separate claim".

#### 54. 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 Terms and Conditions subject to satisfactory services provided by the agency. On the expiry of the contract or on its termination, the 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.

#### 55. MODE OF PAYMENT

The agency shall submit monthly bills along with copies of GST, 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. The NBSS&LUP shall make payment by means of RTGS/NEFT (online payment) drawn in favour of the agency, after deducting TDS and Penalty amount if any. Therefore, the firm has to submit full detail of bank along with Bank Account number, TAN number, PAN number, IFSC code of bank branch. However, taxes which are as per the rules of the Govt. of West Bengal/GOI shall be deducted at source from monthly bills of the successful firm. The agency shall make payment to their employee through cheque only in the presence of officer nominated by NBSS&LUP, Kolkata. 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 deposited under challans submitted for re-imburement by the firm.

#### 56. TERMINATION OF CONTRACT

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 at the address herein given under registered post. The NBSS&LUP will not have any responsibility towards this for any damage/loss caused and it cannot be challenged in any court of law.

57. LOSS/DAMAGES CLAUSE

In case of any loss or damage done to the property of the ICAR-NBSS&LUP, Regional Centre, Kolkata 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. Besides, recovering of cost, suitable penalty may also be imposed. In case it is found that the firm repetitively fail to act according to the provisions made herein the contract will be liable to be terminated with imposition of suitable penalty including forfeiture of performance security without any prejudice to other administrative and legal remedies available to the institute in matter.

58. SECURITY DEPOSIT

An amount of 5% of total estimated value of work is to be deposited by the selected/successful firm as a performance security deposit through Demand Draft/ Fixed Deposit Receipt (in original) from a Nationalized Bank in favour of ICAR Unit, NBSS&LUP payable at Nagpur or only after receiving the office order from the ICAR-NBSS&LUP, Regional Centre Kolkata. In the event of non-deposition of the same, the earnest money will be forfeited. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. No interest will be paid on the security money deposited with the NBSS&LUP.

59. 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 tenderer, modify the tender documents by an amendment. The said amendment in the form of an addendum will be sent to all prospective tenderers 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 telephone/fax 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 tenderers should promptly acknowledge receipt thereof by telephone/fax to the Employer. In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, the ICAR-NBSS&LUP or the Employer may, at his discretion, extend the deadline for the submission of tenders.

SIGNATURE OF THE CONTRACTOR  
(with seal & date)

**Annexure-VII**

**Details of the Last Three Years experience/work done**  
**(to be attached with experience certificates)**

Sl. No.	Name of the Department / Organization & Name of contract person with Phone no.	Period		No. of staff deployed	Remarks
		From	To		
1.					
2.					
3.					
4.					
5.					

**(Authorized Signatory)**

