

**ICAR-NATIONAL RESEARCH CENTRE ON MITHUN
MEDZIPHEMA, DIMAPUR
NAGALAND – 797 106**

F. No. NRCM(S)311/2015(Vol-I)

Dated :24.05.2017

E-Procurement Tender Notice

Director, ICAR-National Research Centre on Mithun, Medziphema, Nagaland invites e-tenders **FOR PROVIDING OUTSOURCING OF MANPOWER SERVICES JOB CONTRACT AT ICAR-NRC on MITHUN (FOR A PERIOD OF ONE YEAR)** on Annual Rate Contract (ARC) basis for 66 points per day per month as per details below..

1. Details of Tender Deposits:-

Cost of Tender Form : Rs. 1000/- (Rupees One Thousand Only)
Earnest Money Deposit : **Rs. 1,96,000/-** (Rupees One lakh ninety six thousand only)
Security Deposit : 5% of the estimated value of contract

2. Tender schedule:

Tender ID No. In CPP portal	2017_DARE_203840
Date of release of Tender through e-procurement	26.05.2017 at 10:30 AM
Bid Submission Start date/time	26.05.2017 at 10:30 AM.
Last date & time for submission of bid	04.07.2017 at 2:30 PM.
Date & time for opening of technical bid	05.07.2017 at 3:00 PM.
Address for Communication	Director, ICAR-National Research Centre on Mithun, Medziphema, Dimapur, Nagaland – 797 106

On-line bids are invited under two-bid system through e-procurement system from registered/well-established/reputed firms **FOR PROVIDING OUTSOURCING OF MANPOWER SERVICES JOB CONTRACT AT ICAR-NRC on MITHUN, MEDZIPHEMA (FOR A PERIOD OF ONE YEAR)** on Annual Rate Contract (ARC) basis.

Details of Tender form, terms & conditions can be downloaded from the website <http://eprocure.gov.in> and www.nrcmithun.res.in upto 2:30PM of 04.07.2017. On-line bids complete in all respects should be submitted online through CPP portal <https://eprocure.gov.in/eprocure/app> only on or before the prescribed last date and time.

In case, holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time. The Office reserves the right to accept or reject any or all the tenders without assigning any reason.

Please note that only online bids will be accepted.

**(AJEN LAMA)
Administrative Officer**

**ICAR-NATIONAL RESEARCH CENTRE ON MITHUN
MEDZIPHEMA, DIMAPUR
NAGALAND – 797 106**

Tel. No. 03862-247340

Fax.No.03862-247341

Dated :17.05.2017

F. No. NRCM(S)311/2015(Vol-I)

**INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS
GOVERNING FOR PROVIDING OUTSOURCING OF MANPOWER SERVICES JOB
CONTRACT AT ICAR-NRC ON MITHUN, MEDZIPHEMA.**

From:

Administrative Officer
NRCM, Indian Council of Agricultural Research,
Medziphema , Nagaland

Dear Sir(s),

Online Tenders in **two bid system (financial and technical)** are hereby invited on behalf of the Director, ICAR-National Research Centre on Mithun, Medziphema **FOR PROVIDING OUTSOURCING OF MANPOWER SERVICES JOB CONTRACT AT ICAR-NRC ON MITHUN, MEDZIPHEMA.** The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts placed by the ICAR-NRC on Mithun and the special terms and conditions detailed in the Tenders forms and its schedules. Please submit your rates in the Tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules for a period of one (01) year for 66 points per day per month under the categories as detailed below.

1. Skilled	-	05 points
2. Semi-Skilled	-	05 points
3. Unskilled	-	<u>56 points</u>
Total	-	66 points

- The tender fee non-refundable of **Rs.1000/- (Rupees one thousand only)** may be deposited in the form of demand draft draft favouring “Director- NRCM” payable at SBI Medziphema branch (code-06759). An earnest money refundable of **Rs.1,96,000 /- (Rupees One lakh ninety six thousand only)** must be deposited by demand draft as per details given above. The particulars of the earnest money deposited must be superscribed on the top of the envelope by indicating the DD number with date, failing which the Tenders will not be opened. The Tender fee and Earnest money must be deposited separately before last date in person to Administrative Officer or by speed post or may be deposited directly online in the institute bank account favouring “Director-NRCM” A/c. No. 11667721897, SBI, Medziphema Branch, IFS Code-SBIN0006759. The scan copy of the deposit slip must be uploaded in the technical bid section. Tenders without tender fee and earnest money will not be considered.
- The tenderer is being permitted to give tenders in considerations of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tender fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the institute. In the event of the offer made by the tenderer not being accepted the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the institute. **An undertaking as per Annexure-X** is also required to be submitted by the tendering firm alongwith the technical bid.
- The Schedules of the Tenders form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the Tenderer. In such cases reference to the additional pages must be made in the Tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter alongwith the Tender document highlighting where the modification is required. Any overwriting/erasing in rates quoted in the tender shall lead to rejection of tender summarily.

5. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not duly filled in. Individual signing in the tenders or other documents connected with the contract may specify whether he signs in the capacity of (i) a sole proprietor of the firm or constituent 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 disputes concerning the business of disputes by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. **If the selected tenderer does not accept the offer, after issue of letter of award by the institute within 15 days, the offer made shall be deemed to be withdrawn without any notice and earnest money forfeited.**
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Institute shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
8. Online tenders are invited under two bid system through e-procurement system. Tender Fee and EMD must be deposited with the Administrative Officer during working hours on all working days before the last date and time. Tender fee and EMD sent by speed post must reach before the last date and time ie **2:30 PM of 04.07.2017.**
9. In the **Financial Bid (excel sheet BOQ), the rates must be quoted in figures only failing which the same shall be rejected.** Tenders will be opened online by the authorised officer. You are at liberty to be present or to authorize a representative to be present at the time of opening of the bids (electronically) as done in the conventional method. The name and address of the representative who would be attending the opening of the Tenders on your behalf should be indicated in your Tenders. Name and address of your permanent representative, if any, may also be indicated.
10. The institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in the whole or in part, if applicable. You are however at liberty to tender for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional tenders will not be accepted.
11. An amount of 5% of the estimated value of the contract is to be deposited by the selected agency/contractor as performance security money only after receiving a communication from this office. In the event of non-deposition of the same, the earnest money will be forfeited.
12. No interest on security deposit and earnest money deposit shall be paid by the office to the Tenderer.
13. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by the contractor and ICAR-NRC on Mithun will not entertain any claim whatsoever in this respect. However, the service tax or any other tax which is as per the rule of the Gov't shall be deducted at source from monthly bills of the successful tenders, as per rule/instruction made applicable from time to time by Govt.
14. The Contractor will be reimbursed for each manpower at the consolidated rates as detailed in **Schedule- III'**. The Service Provider shall abide by all the law of land including labour laws (PF, ESI or alternate insurance to workers (if ESI is not applicable in this area) Income Tax, Service Tax or any other extra taxes levied by Govt.) Companies Act, welfare measure of its employees and all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein, though any such burden duty shall be the exclusive responsibility of the service provider and it shall not involve ICAR in anyway whatsoever. Compliance of these provision shall be ensured at the times to making monthly payments.
15. **The Firm have to quote only the Service Charges per point per month, to be charged by them for providing the services. Service Charge shall be the primary criteria for selecting the firm No change/revision whatsoever in service charges once quoted shall be admissible during the tenure of tender under any circumstances. In case of more than one successful lowest bidders**

(L-1), the work/contract will be awarded equally on sharing basis amongst those firms.

16. Director, ICAR – NRC on MITHUN reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the office, for any justifiable reasons, not mandatory to be communicated to the Tenderer.
17. Decision of the Director, ICAR-NRC on MITHUN shall be final and binding on either side. Disputes arising, if any on the contract shall be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR- NRC on MITHUN. The decision of the sole Arbitrator so appointed shall also be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
18. Acceptance by the Institute will be communicated by FAX/Email or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instruction in the FAX/Email etc should be acted upon immediately.
19. This office does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
20. This office, in its capacity as Principal Employer reserves the right to modify any of the terms and conditions of the contract as mentioned in this document, at its discretion, in the interest of the job/work.
21. Successful Bidder/tenderer will have to enter into a detailed contract agreement with ICAR-NRC on Mithun on non-judicial stamp paper of Rs. 100/- (One hundred only) for work.
22. **The following document/vouchers are required to be uploaded with the technical bid application (Schedule-I) in PDF format:-**
 - a) Scan copy of Tender fee and Earnest Money Deposit (EMD).
 - b) Scan copy of Registration certificate of the firm/agency under the work contract of the Govt. of State.
 - c) Scanned copies of PAN Number and TIN/TAN Number.
 - d) Scan copy of Service tax registration certificate issued by Govt.
 - e) Scan copy of EPF certificate issued by concerned Authorities.
 - f) Scan copy of ESI certificate issued by concerned Authorities (In case the ESI is not applicable, alternative insurance provisions for the workers must be provided by the awarded firm only after the ARC is established).
 - g) Scan copy of the contractor/agency registration certificate with the Contract Labour (Regulation and Abolition) Act, 1970
 - h) Scan copies of minimum turnover of the firm/agency should not less than Rs.5, 00,000.00 (Rupees five lakh only) during the last financial.
 - i) Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if applicable.
 - j) Scanned copies of the satisfactory services where the tenderer is providing the services for each of the last three financial years

NOTE: (1) Only those firms will be considered for financial bid who will qualify in the technical bid.

Yours faithfully,

**Administrative Officer
For and on behalf of Director**

TENDERS FOR ANNUAL RATE CONTRACT FOR PROVIDING OUTSOURCING OF MANPOWER SERVICES JOB CONTRACT AT ICAR-NRCM MEDZIPHEMA.

Full Name & Address of the Tenderer should be quoted in all communications to this office:
Telephone No. :

Telegraphic Address/FAX/Cellular
No.: E-Mail address:

From

To

Administrative Officer
ICAR- NRC-MITHUN
MEDZIPHEMA
DIMAPUR NAGALAND
PIN-797 106

Sir/Madam,

I / We have read all the particulars regarding the General information and other terms and conditions of the contract for **FOR PROVIDING OUTSOURCING OF MANPOWER SERVICES JOB CONTRACT AT ICAR-NRC-MITHUN, MEDZIPHEMA** and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-III to this Tender and I/We agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

3. The following pages have been added to and form a part of this Tender _____ . The Schedules-I & II and other related documents to accompany this Tender are at pages _____ .

4. Every page so attached with this Tender bears my signature and the office seal.

5. Bank Draft No. _____ of Rs. _____ drawn in favour of Director, ICAR-NRCM payable at SBI Medziphema Branch (Code-06759) has been submitted/deposited to your office/bank account on dated..... .

Yours faithfully,

Dated:

Signature & Seal of the Tenderer

Witness _____ Telephone No.
Office Address _____ Resi.
Occupation _____ Mobile

Signature of witness to contractor's signature

TECHNICAL BID
SCHEDULE – I/Technical Bid Application

1	Name of the Firm/Agency	
2	Full address with Post Box No. And Telephone No. With email	
3	Constitution of the Firm/Agency (Attached copy) a) Indian Companies Act, 1956 b) Indian Partnership Act, 1932 (Please give names of partners) c) Any other Act, if not covered by (a) & (b), the owners name d) Regn./License No. of the firm/Agency	
4	For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender. i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration. ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner	
5	Name and Full Address of your Banker's : (i) Name of Bank (ii) Branch Name (iii) A/c No. (iv) IFSC code	
6	Your Permanent Income Tax No./Circle/Ward (attach copy of PAN):	
7	Service Tax Regn. No. (attach copy)	
8	(i) EFP Registration. No. (attach copy)	
	(ii) ESI Registration No. (Attach copy)	
9	(i) Tender fee Amount with BD No. & Date or Date of e-payment in Institute bank A/c (attach copy) :	

	(ii) Earnest Money Deposited Amount with BD NO. & Date or Date of e-payment in Institute bank A/c (attach copy):	
10	Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders	
11	Name of the permanent representative to be visiting office regarding the contract	

Date : _____

Place: _____

AUTHORISED SIGNATORY WITH NAME AND FIRM'S SEAL

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

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID TO BE UPLOADED.

1. Technical Bid Application duly filled and signed by the firm/ agency/ contractor/ proprietor.
2. Copy of Tender fee & EMD deposited.
3. Self attested copy of registration certificate of firm/ agency under the work contract with the Government of state.
4. Self attested copy of PAN/TIN/TAN Number.
5. Self attested copy of the contractor/agency registration certificate with the Contract Labour (Regulation and Abolition) Act, 1970.
6. Self attested copy of the Service Tax Registration Certificate.
7. Self attested copy of the EPF registration certificate.
8. Self attested copy of the ESI registration certificate.
9. Copy each of Income tax Return of the Financial Year 2013-14 (Assessment year 2014-15), Financial Year 2014-15 (Assessment year 2015-16) and Financial Year 2015-16 (Assessment year 2016-17) (If applicable).
10. Copy of undertaking as per Annexure-X of the tender document.

All documents should be submitted electronically in PDF format.

SCHEDULE-II

GENERAL INFORMATION & OTHER TERMS & CONDITIONS FOR PROVIDING OF OUTSOURCING MANPOWER SERVICES JOB CONTRACT AT ICAR – NRC on MITHUN, MEDZIPHEMA.

1. Detail Scope of Work :

A. Total Manpower requirement: **66 points**

A. SKILLED SERVICES- 05 points

1	Driver	Having valid heavy driving license and experience of driving all kind of vehicles (light & heavy) and their maintenance.
2	Electrician	Electricians having valid electrical license for work in HT line, Internal electrical lines, domestic connections and electrical gadgets installed at this Institute. Supervision and upkeep of the Generators.
3	Pharmacist	Having relevant certificate, skills of measuring blood pressure, blood sugar and able to give injection.
4	Farm Services	Training of Mithun bull for semen collection, Preparation of A.V, Sterilization and autoclaving of equipment and glasswares, detection of estrus in Mithun cow and A.I in Mithun cows.

B. SEMI-SKILLED SERVICES – 05 points

1	Clerical	A minimum qualifications of 10 + 2 School leaving certificate, experience of working in office on computer with good typing proficiency for providing clerical services and upkeep of files in different sections.
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C. UNSKILLED SERVICES – 56 points

1	Office-Cum Lab building	<ul style="list-style-type: none">• Messenger duties, dispatch, Photocopying• Housekeeping services• Running of Generators for power back up in the event of power cut.• Working as school bus conductor.• Assist in library• Supporting the Scientist to carry out practical research work in labs, up keeping of laboratories and other works as and when required by the Scientist for research purpose.• Sweeping and cleaning of drainage and road in the residential compound and office building, guest house etc.• Providing regular water supply to office, residential quarters.• Toilet cleaning and upkeeping services in office building and
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		<p>guest house.</p> <ul style="list-style-type: none"> • 3 times cooking and all housekeeping service in the Guest house. • Maintenance of entire office lawn, Children Park. Nursening and caring of the shrubs, hedges, creepers, seasonal and perennials plants, replacement of dead plants. Providing proper soil, landscapes and flower beds management, watering, weeding, manuring, mowing, cutting, pruning and spraying.
2	Mithun Farm	<ul style="list-style-type: none"> • Taking the mithun herd to the grazing field in the morning and bringing them back in the evening. • Daily feeding of farm animals, cleaning their sheds and other managemental activities. Chaffing of daily supply fodders. Restraining and controlling of animals for examination and sampling. • To attend the experimental animals for the research projects being carried out by the scientist. • Feed block and Feed Mill Machines operational activities • Fodder and grass collection, cultivation of fodders in the farm • Pump house chowkidar and provide regular water supply to farm. • Supporting service for Petty repairing works.
3	Watchman services for round the clock duty - 10 duty points.	<ul style="list-style-type: none"> • Main gate- 1 x 3 shift • Estate ,staff quarters, Garage – 1 x 3 shift • Office – 1 x 1 shift • Farm yard – 2 x 1 shift • Adequate relieving security Guard to be provided.

2. TERMS & CONDITIONS:

- 1) The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
- 2) Changing of Staff should be intimated to the concern section head and AO/ Head of Office.
- 3) The working hours of the engaged workers should be 8 hours daily with one day paid off.
Working timing : (i) For Office-Cum-Lab : Morning 8:00 Am to Evening 4:30 PM with half hour lunch break from 1:00 to 1:30pm.
(ii) For Medz. Farm : Morning 6:00 AM to Evening 4:00 Pm with 2 hours lunch break from 10:00 AM to 12:00 Noon
- 5) The staff provided should also maintain secrecy and discipline in the premises of NRCM Complex & in the farm.
- 6) The staff provided should possess minimum qualification as specified in the scope of work.
- 7) The contractor shall keep a complaint register with AO/AAO of this office for the purpose of pointing out any complaint in the service rendered. All complaint should be immediately attended to by the agency.
- 8) The agreement is terminable with one month notice on either side.
- 9) The contractor shall not sublet the work without prior written permission of the Director.
- 10) The contractor or his staff shall not misuse the premises allotted to them for any purpose other than for which the

contract is awarded.

- 11) The agency shall employ good and reliable persons with robust health of age group of 21 to 56 years. In case any of the personnel so provided is not found suitable by the office, the office shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
- 12) The persons so provided by the agency under this contract will not be the employee of this office and there will be no employer-employee relationship between the office and the person so engaged by the contractor in the aforesaid services.
- 13) Payment for service contract will be made monthly upon submission of pre-receipted bill separately for each and every scope of work as mentioned, duly supported by copy of forwarding letter indicating cheque No. amount regarding remittance of payment to workers in their respective bank accounts.
- 14) After physical inspection of the site and detailed assessment/requirements of personnels/workers for providing allied services, the tenders should be submitted indicating the amount in respect of all the services covered under this contract. No request for alteration in the rates once quoted will be permitted within one year.
- 15) The rates to be quoted should include cost of each and every item including all statutory taxes etc. The office shall not bear any extra charge on any account whatsoever ie EPF, ESI contribution, Service tax etc.
- 16) The contractor will discharge all his legal obligations in respect of the staff to be engaged/deployed by him for the execution of the work in respect of their wages **strictly as per minimum 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 as notified by Central/State Govt. The contractor shall indemnify and keep indemnified the office from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws.
- 17) Income Tax will be deducted from the payments due for the work done as per rule, if applicable.
- 18) The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.
- 19) The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
- 20) The Agency should raise the bill alongwith the preceding months service tax paid challan/receipt and the EPF as well as ESI or other insurance contribution details of the engaged person failing which the bill shall not be released by the office.
- 21) The required manpower may be increased or decreased by 25% during the period of contract depending upon the requirement of the institute.
- 22) **The contractor shall engage a supervisor for monitoring/supervising the works/jobs of the engaged labours. However, the cost of the supervisor shall be borne by the contractor.**
- 23) **The awarded firm/agency shall provide insurance (master policy) for the safeguard of the engaged labours which shall be in lieu of ESI. The cost of the insurance premium shall be reimbursed by the office.**
- 24) The monthly pay of the contractual manpower will be raised as per consolidated wages as detailed in Schedule-III.
- 25) The contractor will discharge all his legal obligations in respect of the workers/ supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, NRC on Mithun shall be final and binding on the contractor.
- 26) The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and office shall in no way be responsible for settlement of such issues whatsoever.
- 27) The Director, ICAR-NRC on MITHUN reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Director, ICAR-NRC on MITHUN shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.

3. LIQUIDATED DAMAGES CLAUSE:

- 1) An amount of Rs. 500/-shall be levied as liquidated damages per day whenever and wherever it is found that the work is not up to the mark in any particular Section. It will be brought to the notice of the agency/firm by office and if no action is taken within one hour liquidated damages clause will be invoked.

- 2) Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person will have to be replaced immediately.
- 3) If the required number of staffs are less than the minimum required as per job requirement, a penalty of Rs.500/- per worker per day will be deducted from the bill.
- 4) The Agency should raise the bill by 7th of every month for the preceding month failing which an amount of Rs.1000/- per day shall be deducted from the agency commission payable by the principal employer.
- 5) **Payment to workers must be made in their respective bank account by 5th of every month failing which an amount of Rs. 1000/- (rupees one thousand) only per day exceeding the prescribed date as mentioned above shall be deducted mandatorily from the agency/firm's commission payable by the principal employer.** The agency/firm must submit the proof indicating the bank A/c number of each worker, if awarded, within 30 days of the award of contract. In case of delayed payment of the Agency's monthly bill by the office due to any unforeseen reason upto two (02) months, the Agency/firm must be financially sound enough to make payments for two months without awaiting the reimbursement of the bill of preceding month and should not delay/held up the payment of the workers as per the date prescribed above.

Not with-standing anything above, Director, ICAR-NRC on Mithun, Medziphema reserves the right to reject any or all tenders in whole or in part without assigning reasons thereof. The decision of the Competent Authority shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

(Authorised Signatory)

FINANCIAL BID

FOR PROVIDING OUTSOURCING OF MANPOWER SERVICES AT JOB CONTRACT ICAR- NRC on MITHUN OFFICE, MEDZIPHEMA FOR 66 POINTS

1. Name of the Manpower Company/ Firm/ Agency/ Contractor (In capital letters) :
- i) Address (registered address) :
- ii) Tel. No. :
- iii) Operating Branch address :
- iv) Contact Person with contact number (duly authorized) :
2. Details of Earnest Money Deposit **Rs. 1,96,000/-**-(Rupees One lakh ninety six Thousand only)
DD No. & Date/ Date of deposit in institute account :
Drawn on Bank :
3. **The service charges to be charged by the service provider as shown is illustrative only:**

Sl.No	Component of rate	Existing wage rate and VDA amount in whole rupees per point/per day	Monthly minimum wage rates applicable(taking 30 days as monthly) as on date (liable to be changed) for all category of workers to be engaged														
			Unskilled	Semi-Skilled	Skilled												
i.	Daily wage rate including existing VDA as per GoI Ministry of labour commission Letter No.F.No.1/13(1)/2017-LS.II dated 17.03.2017 and Notification S.O.No.186(E) (Not to be quoted by the Bidder)	As per Minimum wage rate of the GoI labour commission from time to time. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Category</th> <th>Wage rate</th> <th>V.D.A</th> </tr> </thead> <tbody> <tr> <td>Unskilled</td> <td>300</td> <td>1.10</td> </tr> <tr> <td>Semi-skilled</td> <td>307</td> <td>1.13</td> </tr> <tr> <td>Skilled</td> <td>334</td> <td>1.23</td> </tr> </tbody> </table>	Category	Wage rate	V.D.A	Unskilled	300	1.10	Semi-skilled	307	1.13	Skilled	334	1.23	301.10 x 30 days = 9033/-	308.13 x 30 days = 9244/-	335.23 x 30 days =10057/-
Category	Wage rate	V.D.A															
Unskilled	300	1.10															
Semi-skilled	307	1.13															
Skilled	334	1.23															
ii.	Employee Provident Fund @13.36% of (i) (If applicable, maximum being Rs.15000/-) (Not to be quoted by the Bidder)	As per Rules framed by EPFO from time to time	1207/-	1235/-	1344/-												
iii.	Employee State Insurance @ 4.75% of (i) (If applicable)	As per Rules framed by ESIC from time to time	429/-	439/-	478/-												

	(Not to be quoted by the Bidder)				
iv.	Service Tax liability @15% of (i+ii+iii) (If applicable) (Not to be quoted by the Bidder)	As per Rules framed by Customs and Excise Departments from time to time	1600/-	1638/-	1782/-
v.	Total mandatory cost per point per month (Not to be quoted by the Bidder)	(sub-total of (i+ii+iii+iv))	12269/-	12556/-	13661/-
vi.	Agency/Firm's service charge to be quoted by firm per point per month in whole (Not to be quoted in percentage(%) and not more than Rs. 500/- per point per month)	Amount per point per month to be quoted in the financial bid Excel sheet.	Not to be quoted in percentage	Not to be quoted in percentage	Not to be quoted in percentage

(Amount to be mentioned in numerical as well as words)

Notes:

- i) The Service Charges (mentioned in para 3 (vi) above) to be charged by the service provider to be quoted separately which will be the indicator of selection of L-1 bidder.
- ii) **The Service Charges quoted should not be in percentage; otherwise the same will be rejected.**
- iii) **Prime Criteria for selection for award of the contract will be the Service Charges (mentioned in para 3 (vi) above) quoted per point/per month (in whole rupees).**
- iv) **In case of more than one successful lowest bidders (L-1) the work will be awarded equally on sharing basis.**

Note : Medziphema area is not covered under ESI Corporation.

Date:

Place:

(Signature of Authorized person) Name:

Designation :

Seal of the Company/Firm/Agency/Contractor:

DRAFT SPECIMEN AGREEMENT
(to be executed in Non-judicial stamp paper of Rs.100/- with the awarded agency)

This agreement is made at (place)on (month/year)..... day of between ICAR-NRC on Mithun (hereinafter called NRCM) through..... (designation of the competent authority in ICAR-NRC on Mithun)which term shall include its successors, assignees etc. on the first part and(name & address of the firm) (hereinafter called the firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the ICAR has decided to assign the annual job work contract for providing..... (nature of job) :.....at ICAR-NRC on Mithun, Medziphema & Medziphema Mithun farm to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f.(date)..... and will remain in force for a period for one year but can be terminated by NRCM by giving one calendar months' notice in writing of its intentions to terminate the agreement. The agreement can be renewed, on mutually agreed terms for one year.
2. The firm shall be responsible for annual job work contract for providing (nature of job)..... at (location).
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the police authorities.
4. All personnel posted at premises shall at all times and for all purposes be deemed to be employees of the firm and the NRCM shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at NRCM premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The NRCM shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the NRCM.
7. The manpower deployed by the agency should work as per the working days and timings of the NRCM. No extra wages will be paid for attending office on weekends, holidays and late -sitting.
8. Wages to be paid to the contractual manpower will be as per Minimum Wages prescribed by Govt. of India Labour Commission. Current wages and allowances will be applicable and accordingly change from time to time.
9. Monthly consolidated charges for job/ work contract for providingservices at NRCM is as per terms and conditions specified and scope of work as per Schedule-II in the tender document including all the taxes viz. service tax and other taxes as applicable will be paid to the firm by the Office. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the office in the firm's bank account through online transfer subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such

as deposit challan alongwith list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.

10. The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.
11. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Director, ICAR-NRC on Mithun. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. The arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 as amended from time to time.
12. That the firm shall issue identity card to each of the workers engaged for entry in NRCM premises.
13. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, NRCM shall cancel the contract.
15. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act. 1970, Employees Compensation Act, 1923, E.P.F., E.S.1. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the ICAR on account of any failure to comply with the obligations under various laws or damage to NRCM due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the employees/ workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the NRCM and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ICAR against any claim that it may have to meet towards the employees/ workmen of the firm. Firm's employees/workmen shall have no claim to absorption/ regularization.
17. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt. State Govt. as applicable relating to this contract.
18. In case of any loss or damage to the property of the Council which is attributable to the firm, the full damages will be recovered from the firm as decided by Office.
19. The firm shall not transfer its right or sub- contract to anyone else.
20. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
22. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by Office in any manner.
23. There will be surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be rectified by the contractor within 24 hours of its bringing to his notice.
24. The firm shall provide a Co-ordinator for immediate interaction with the organisation.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

- 1) An amount of Rs. 500/-shall be levied as liquidated damages per day whenever and wherever it is found that the

work is not up to the mark in any particular Section. It will be brought to the notice of the agency/firm by office and if no action is taken within one hour liquidated damages clause will be invoked.

- 2) Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person will have to be replaced immediately.
- 3) If the required number of staffs are less than the minimum required as per job requirement, a penalty of Rs.500/- per worker per day will be deducted from the bill.
- 4) The Agency should raise the bill by 7th of every month for the preceding month failing which an amount of Rs.1000/- per day shall be deducted from the agency commission payable by the principal employer.
- 5) **Payment to workers must be made in their respective bank account by 5th of every month failing which an amount of Rs. 1000/- (rupees one thousand) only per day exceeding the prescribed date as mentioned above shall be deducted mandatorily from the agency/firm's commission payable by the principal employer.** The agency/firm must submit the proof indicating the bank A/c number of each worker, if awarded, within 30 days of the award of contract. In case of delayed payment of the Agency's monthly bill by the office due to any unforeseen reason upto two (02) months, the Agency/firm must be financially sound enough to make payments for two months without awaiting the reimbursement of the bill of preceding month and should not delay/held up the payment of the workers as per the date prescribed above.

Not with-standing anything above, Director, ICAR-NRC on Mithun, Medziphema reserves the right to reject any or all tenders in whole or in part assigning reasons therefore. The decision of the Competent Authority shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

Not with standing anything above, the decision of the competent authority at NRCM shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

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

(Name & Address of the firm)

(For the ICAR-NRCM)

Witness:-

1. _____

2. _____

ANNEXURE –“X”

UNDERTAKING (to be submitted in Agency/firm’s letter pad)

I/We have read and understood ICAR-NRC on Mithun’s General Terms and Conditions contained in the application form. I/We do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any mis-representation of facts will render me/us liable to any action as may be deemed fit by ICAR-nrc ON Mithun..

I/We do hereby also accept ICAR-NRC on Mithun have the right to accept or reject this application and not to issue invitation to Tender to me/us.

I/We undertake to communicate promptly to ICAR-NRC on Mithun any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India including Central Vigilance Commission (CVC) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent. We authorize ICAR to approach individuals, employees, firms and corporations to verify our competence and general reputation.

Signature:

Name:

Designation:

Address:

Place:

Date: