



ICAR-National Bureau of Plant Genetic Resources

(Indian Council of Agricultural Research)

Regional Station, Umiam, Meghalaya – 793103

Tele: 0364 2570193/ 2570651

E-mail: shillongnbpgr@gmail.com



F. No. SLG (Adm)5/2015-16/

Date: 01.06.2015

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB CONTRACT FOR WATCH AND WARD DUTY AT ICAR-NBPGR REGIONAL STATION, UMIAM, MEGHALAYA – 793103 UP TO 31.03.2016

- A. Date of Commencement of Sale of Tenders 03.06.2015 (11.00 AM to 3.00 PM)
- B. Last date of receipt of tenders 22.06.2015 at 12.30 PM
- C. Date of Opening of Technical Bids 22.06.2015 at 2.00 PM
- D. Date of Opening of Financial Bids 22.06.2015 at 3.00 PM
- E. Tender to remain open for acceptance up to 90 days from the date of opening.
- F. The tender document is also available at websites: <http://www.nbpgr.ernet.in> & <http://www.kiran.nic.in>
- G. Cost of Tender Form is **Rs. 500/-** (Rs. Five Hundred only) (Non-refundable) and to be submitted in form of Cash/ Demand Draft drawn in favour of "Officer-In-Charge, ICAR-NBPGR Regional Station" payable at Shillong. Those who are downloading from webcite, a demand draft of Rs 500/= may be attached separately in addition to EMD.

NOTE:

If any of the above date(s) is/ are declared to be a holiday, the tenders shall deem to remain open for acceptance till next working day.

For Office Use

Received an amount of Rs 500/- (five hundred only) by Cash/
vide TR No. Dated



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**SEALED TENDERS ARE INVITED FROM REPUTED FIRMS/ CONTRACTORS FOR
WATCH AND WARD DUTY IN OFFICE PREMISES OF NBPGR, REGIONAL STATION
ROUND THE CLOCK UP TO 31.3.2016**

To,

.....

Dear Sir/ Madam,

1. Sealed tenders are hereby invited on behalf of the Secretary, Indian Council of Agricultural Research, & the Director, ICAR-NBPGR, New Delhi for JOB WORK CONTRACT FOR WATCH AND WARD DUTY in ICAR-National Bureau of Plant Genetic Resources, Regional Station, Umiam, Meghalaya - 793103. The terms and conditions of the contract which will govern any contract made are detailed in the tender's forms and its schedules. Please submit your rates in the tender forms if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. An earnest money of **Rs. 6,000/-** (Rs. six thousand only) must be submitted in the form of Demand Draft in favour of "Officer-In-Charge, ICAR-NBPGR Regional Station" and payable at Shillong. In no case cheques will be accepted. **The tenders will not be considered if the earnest money is not sent with the tenders.** The EMD will be refunded after bids are finalized. The EMD of the successful tenderer will be refunded after the deposit of performance security. **Performance security is 5% of the total amount quoted and it will be refunded after the tender period is over. No interest will be paid on Performance security money.**
3. The **schedules – I & II** of the tender form should be returned intact and pages should not be detached. 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 attached with & referenced in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tender. The rates quoted by each firm for job/service in tenders are to be given both in words and figures failing which the same is liable to be rejected. However, in case of any discrepancy the amount quoted in words shall be treated as final and binding on the contractor.
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 the tenders or other documents connected with the contract may specify whether he signs it in the 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.
5. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice and earnest money forfeited.
6. 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 sign papers and if, on enquiry it appears that the persons so signing had no authority to do so, the Council/Institute shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages.

7. Each page of the tenders including the schedules to the tenders and annexure should be signed by the tenderer.
8. The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be super scribed **“FOR WATCH AND WARD DUTY IN OFFICE PREMISES OF NBPGR, REGIONAL STATION”** with address of this office, and the tenderer shall place two envelopes clearly marked containing **technical bid and financial bid separately** in the main envelope. All Tenders should be sent by Registered Post or hand delivered. Tenders to be hand delivered should be put in the tender’s box, which will be kept in the office of the ICAR-NBPGR Regional Station, Umiam, Meghalaya – 793103 not later than 12:30 PM on 22.06.2015. The office will not be responsible for any postal delay.
9. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the bids. The name and address of the representative who would be attending the opening of the tenders on tenderer’s behalf should be indicated in the tenders. Name and address of permanent representative of the tenderer if any also be indicated.
10. The institute is not bound to accept the tender in whole and Institute has right to accept the tender in parts. 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. It will be the responsibility of the contractor/ agency to ensure timely payments of wages, PF & deduction, etc. and maintain proper record with respect of such payments. Such records will be made available to NBPGR as and when desired for verification.
12. All liabilities in respect of statutory obligations on account of various laws/ acts of the Central/State like Labour Contract Act, EPF Act, Minimum Wages Act, that may be applicable to carry out the work/job assigned shall be borne by the Contractor. The liabilities of Officer-in-charge, ICAR-NBPGR Regional Station – Shillong, Meghalaya will be limited to the payment to the Contractor as per the tender. The Officer-in-charge, ICAR-NBPGR Regional Station – Shillong, Meghalaya has no liability whatsoever towards the employment of the manpower /worker/labourer provided by the Contractor.
13. The Contractor shall abide by the provision of the Minimum Wages Act, 1948 the Contract Labour (R&A) Act, 1970 and other Labour laws applicable to him. **The Minimum rates of wages as prescribed by Central Labour Commissioner [Central] as fix from time to time should be followed by the Contractor.**
14. 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-National Bureau of Plant Genetic Resources, Regional Station, Umiam, Meghalaya will not entertain any claim whatsoever in this respect. However, the service taxes or any other tax which is as per the rules of the Govt. of India shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by Government of India.
15. In case of emergency or time-bound work, the contractor has to execute the work on over-time as per direction of the Officer-in-Charge.
16. Director, ICAR-NBPGR, New Delhi reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
17. Decision of the Director, ICAR-NBPGR, New Delhi/ Officer In-Charge, ICAR-NBPGR

Regional Station, Umiam, Meghalaya shall be final for any aspect of the contract and binding on all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Officer In-Charge, ICAR-NBPGR Regional Station, Umiam, Meghalaya. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.

18. Acceptance by the Institute will be communicated through suitable form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/ Telegram / Express letter, etc. should be acted upon immediately.

NOTE: The technical bids and financial bids should be submitted in separate envelopes and to be sealed and put in the main cover.

**Sd/-
Officer-In-Charge
ICAR-NBPGR Regional Station,
Umiam, Meghalaya**

**TENDERS FOR THE JOB WORK CONTRACT FOR WATCH AND WARD DUTY AT
ICAR - NBPGR REGIONAL STATION, UMIAM, MEGHALAYA – 793103**

Full Name & Address of the Tenderer in

Addition to Post Box No., if any, should be quoted in all communication to this office:

Telephone No.:

Mobile No.:

E-mail address:

From:

To

The Officer-In-Charge

ICAR-NBPGR Regional Station

Umiyam, Meghalaya- 793103

1. I/We have read all the particulars regarding the general information and other terms and conditions of the contract of THE JOB WORK CONTRACT FOR WATCH AND WARD DUTY at ICAR-National Bureau of Plant Genetic Resources, Regional Station, Umiyam, Meghalaya - 793103 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-I to this Tender and I/We agree to hold this offer open till 145 days. The rates quoted will be valid up to 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 Annexure-I have been added to and forms a part of this Tender.
4. Every page so attached with this Tender is self-attested by me with the office seal.
5. DD No:....., dated: for 6000/- (Rupees six thousand only) drawn in favour of the Officer-In-Charge, NBPGR Regional Station, payable at Shillong is enclosed as 'Earnest Money'.

Yours faithfully,

Witness

Signature

Name in full:

Date:

Address:

Signature of the Tenderer

Name in full:

Date:

Place:

Address:

Tel:

Mob:

SCHEDULE TO TENDERS

SCHEDULE-I (Technical Bid)

PART – I (Questionnaire)

| | |
|--|--|
| 1. Name of the Firm/Agency: | |
| 2. Full address with Telephone No.: | |
| 3. Constitution of the Firm/Agency (Attached copy) Indian Companies Act. 1956 Indian Partnership Act, 1932 (Please give name of partners) Any other Act, if not, the owners | |
| 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: | |
| a. 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: | |
| b. If the answer to above point one and two is in 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: | |
| 6. Registration number of the firm | |
| 7. PAN/ TIN of the firm | |

Note: The information must be accompanied with the certified copies of the documents, 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.

PART-II (EMD Details):

1. Earnest Money Deposited: Yes/No
2. Demand Draft number with date and Bank drawn on:

PART-III (Details of Firm Representative)

1. Name and Address of the firm's Representative and whether the firm would be representing at the opening of the Tenders

Date:

Place:

AUTHORISED SIGNATORY(IES)

- *Please add supplementary pages to be numbered wherever needed by the Tenderer.*
- *All pages of the tender document & supporting documents must be duly signed by the tenderer*

SCHEDULE-II

GENERAL INFORMATION AND OTHER TERMS AND CONDITIONS OF THE CONTRACT FOR WATCH AND WARD DUTY AT ICAR-NBPGR REGIONAL STATION, UMIAM, MEGHALAYA – 793103

WORK TO BE DONE: See Annexure-I

TERMS & CONDITIONS:

1. The contractor shall not sublet the work without prior written permission of the Officer-In-Charge, ICAR-NBPGR Regional Station, Umiam, Meghalaya.
2. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
3. The selected agency shall provide the necessary personnel for working at ICAR-NBPGR Regional Station, Umiam, Meghalaya as per labour acts prevalent in Ministry of Labour and Employment, Government of India. The agency shall employ good and reliable persons with sound health, preferably in the age group of 21 to 45 years. In case any of the personnel so provided is not found suitable by the ICAR-NBPGR Regional Station, Umiam, Meghalaya, the institute shall have the right to ask for his replacement without giving any reason thereof and the agency will have to replace such persons immediately.
4. Employment of child labour will lead to the termination of the contract.
5. The persons so provided by the agency under this contract will not be the employee of the ICAR-NBPGR Regional Station, Umiam, Meghalaya and there will be no employer-employee relationship between the institute and the person so engaged by the contractor in the aforesaid services.
6. 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.
7. Changing of Staff/Supervisor should be intimated to the Officer-In-Charge, ICAR-NBPGR Regional Station, Umiam, Meghalaya.
8. Payment for service contract will be made monthly upon submission of pre-receipted bill. Payment will be made for the actual work done in the respective month.
9. The Tenders should indicate only the lump-sum amount in respect of all the services covered under this contract and that rates should not be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.
10. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The ICAR-NBPGR Regional Station, Umiam, Meghalaya shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA, etc.
11. The contractor should comply with all the rules and regulations and provisions of Labour Laws in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the NBPGR Regional Station, Umiam, Meghalaya 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 Officer-In-Charge, NBPGR Regional Station, Umiam, Meghalaya shall be final and binding on the contractor.
12. **Risk clause:** NBPGR Regional Station, Umiam, Meghalaya reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
13. 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. The Officer-In-Charge, NBPGR Regional Station, Umiam, Meghalaya reserves the right to reject the Tender in whole or in part without assigning any reasons thereof. The decision of the Officer-In-Charge, NBPGR Regional Station, Umiam, Meghalaya shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.
14. Successful Tenderer will have to enter into a detailed contract agreement with NBPGR on a non-judicial stamp paper of Rs. 100/- (Rupees One hundred only). Cost of stamp paper to be borne by the firm.

ANNEXURE- I

Work to be done

1. To provide security protection round the clock to NBPGR premises and its all movable & immovable assets protection of crops from trespassers and animals.
2. To maintain reception office.
3. To open and close office
4. To perform first level fire fighting in the unlikely event of a fire in the ICAR-NBPGR Building or campus. One security guard in each shift must have trained in fire fighting.
5. To alert NBPGR management regarding security risks, if any and send periodical confidential security reports to **Officer In-Charge, ICAR-National Bureau of Plant Genetic Resources, Regional Station, Umiam, 793103 Meghalaya.**

DUTY SHIFT

| SN | Particulars | A shift (0800-1600 hrs.) | B shift (1600-2400 hrs.) | C shift (2400-0800 hrs.) | Approx. Area (ha.) | Total |
|----|---|--------------------------------|--------------------------------|--------------------------------|-----------------------|-------|
| 1. | Main office Building premises with patrolling duty | 01 | 01 | 01 | 2.6 | 03 |
| 2. | Horticultural block , Field Gene Bank with patrolling duty | - | 01 | 01 | 2.0 | 02 |
| 3. | Lowland block | - | - | 01 | 1.0 | 01 |
| | Total | | | | | 06 |
| | | | | | | |

FINANCIAL BID :

(This financial bid to be enclosed in a separate envelop with seal)

Last date for receipt of Tender : 22.06.2015 at 12.30 PM
Date of opening of Financial Bid : 22.06.2015 at 3.00 PM

To,

The Officer-In-Charge
ICAR-NBPGR Regional Station
Umiam, Meghalaya 793103

Sir,

I/We wish to submit our Tenders for **THE JOB WORK/SERVICE CONTRACT FOR PROVIDING CONTRACTUAL WORKERS FOR WATCH AND WARD DUTY AT ICAR-NBPGR REGIONAL STATION, UMIAM, MEGHALAYA – 793103** on the following rates.

| | |
|--|---|
| Particulars (Name & address of the contractor) | Quoted rates in terms of Rupees Per month for THE JOB WORK CONTRACT FOR PROVIDING WATCH AND WARD DUTY following job contracts as mentioned in Annexure-I in accordance with the highest standards of Allied Services and as per the terms and conditions specified in the Tenders including all labour, material, transportation, specially covered all acts & taxes etc. as applicable from time to time. (break up should be submitted in separate sheet) |
| | Total : Rs. In words (Rs.....) |

I/We agree to forfeit of the earnest money if I/we fail to comply with any of the terms and conditions in whole or in part laid down in **the Tender form**.

We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Signature
Name & Address of the Firm

Telephone No.
Mobile No.