



भा.कृ.अ.प.—राष्ट्रीय लीची अनुसंधान केन्द्र
ICAR-NATIONAL RESEARCH CENTRE ON LITCHI
मुशहरी प्रक्षेत्र, मुशहरी मुजफ्फरपुर, (बिहार)
Mushahari Farm, Mushahari, Muzaffarpur- 842002 (Bihar)
Contacts: Ph: 0621-2281160 Fax: 0621-2281162 Website: www.nrclitchi.org.



File No.- 13-1(01)/C&B/2016-2017/Work Contract Group-III

Dated: 17 January, 2017

Tender Form for providing **Estate works (Group-III)** as required to be implemented at NRC for Litchi, Muzaffarpur as per **Tender Notice No-NRCL-Work Contract/01-2017**

- | | | | |
|----|--|---|-----------------------------|
| 1. | Cost of Tender Form- | - | Rs. 1000/- only |
| 2. | Last Date of issue of tender document | - | 14/02/2017 till 01.00 hrs. |
| 3. | Last Date of Submission of tender documents- | - | 15//02/2017 till 04.00 hrs. |
| 4. | Opening of Tender | - | 16/02/2017 at 11.00 hrs |

TERMS & CONDITIONS

Sl. No.	Terms & Conditions
1.	On behalf of Secretary, ICAR, New Delhi, ICAR-National Research Centre on Litchi, Muzaffarpur (Bihar) a constitution unit of Indian Council of Agricultural Research, Ministry of Agriculture, Government of India invites sealed tender from Interested Firm/Contractor for Group-III [Estate Works]. 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 Litchi 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 as Annexure-I
2.	Details of Deposit of E.M.D. & Security Deposit Amount: 1. Earnest Money Deposit (E.M.D.) - Rs. 1,00,000/- (Rupees One Lakh only) 2. Security Deposit (If Work awarded) – Rs. 1,50,000/- (Rupees One Lakh and fifty thousand only). Note: 1. Demand Draft drawn in favour of “ ICAR Unit-NRCL, Muzaffarpur ”, payable at State Bank of India, Mushahari Branch, Muzaffarpur . The Tenders will not be considered if earnest money is not deposited with the Tenders. No interest on security deposit and earnest money deposit shall be paid by the ICAR-NRC on Litchi to the Tenderer. 2. Security Deposit will be required to be furnished within two weeks from the date of award of contract, failing which the work order may be cancelled. No interest on security deposit and earnest money deposit shall be paid by the ICAR-NRC on Litchi, Muzaffarpur to the Tenderer.
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 resile from his offer or modify the terms and conditions thereof. If the Tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the ICAR-NRC on Litchi. 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 ICAR-NRC on Litchi, Muzaffarpur (Bihar)

4.	The tender is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tender is not fulfilled. Individual signing the tender or other documents connected with the contract may specify whether he/she signs it in the capacity of (i) as sole proprietor of the firm or constituted attorney of such sole proprietor of (ii) a partner of the firm if it is a partnership in which case he/she must have authority 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 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 Institute/Council will cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedules to the tender and annexure, if any, should be signed by the tender(s).
6.	The original copy of the tender is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be superscribed " Tender for <u>Estate Work (Group-III) at ICAR-NRC on Litchi, Muzaffarpur. The tenderer shall place 02 (Two) envelopes clearly marked technical bid and financial bid separately in the main envelope.</u> Right is reserved to reject outstation tenders. All Tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the Tenders box, which will be kept in the administrative wing of the The Director, ICAR-National Research Centre on Litchi, Mushahari Farm, Mushahari, Muzaffarpur (Bihar) as per the mentioned dated
7.	The rates quoted by each firm must be as per Labour Minimum Wages and be both in words and figures failing which the same is liable to be rejected. You are at liberty to be present or to authorize a representative to be present at the time of opening of the Tenders. 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. Please also state the name and address of your permanent representative and your Bank Account No. with Bank Name, Branch Code & IFC Code.
8.	ICAR-NRC on Litchi does not pledge itself to accept the lowest or any other Tenders and also reserve to itself the right of accepting the Tenders in whole or in part of the Tenders. You are however at liberty to Tenders 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.
9.	The VAT or any other tax made available after awarding the contract shall be payable by contractor and ICAR-NRC on Litchi will not entertain any claim whatsoever in this regard. The service tax or any other tax which is as per the rule of the Govt. of India shall be paid by the agency itself to the concerned department. The Institute will deduct only TDS from the monthly bills of the successful tenderer as per the rule/ instructions made applicable from time to time by Government
10.	The Director, ICAR-NRC on Litchi reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR-NRC on Litchi, for any justifiable reasons, not mandatory to be communicated to the Tenderer.
11.	The contract will be initially for a period of one year extendable for a further period of 02 years (total 03 years) on year to year basis, subject to satisfactory performance of the contractor/vendor & his/her willingness to continue.
12.	(a) In case of any loss or damage done to the property of the ICAR-NRC on Litchi, Muzaffarpur by the personnel provided by the agency for Work Contract duties at

	<p>ICAR-NRC on Litchi, full damages will be recovered from the Agency and decision of the competent authority of ICAR-NRC on Litchi shall be a binding on him.</p> <p>(b) Since these all are essential work and in case of non performance of work upto the requirement an penalty clause for deduction of amount either per day basis or lum sump on monthly basis will be effected.</p>
13.	<p>The unit rate of works must be inclusive of minimum wages as notified by State/Central Govt. whichever is higher should be quoted along with other statutory obligations. Revision in Minimum wages and VDA from time to time may be kept in view while quoting the rates & making payment to the workers by the Contractor. No enhancement will be given on the amount of midterm enhancement of wages by State/Central Government during the contract period.</p>
14.	<p>Your staff should be covered under all the statutory requirement like ESI, EPF, etc by you and you shall comply with all the formalities in this regard. You should pay minimum wages as prescribed by the law to your staff. We will have right to inspect your books/registers/documents as the need arises in relation to the matters referred in this paragraph. We will also have right to make recoveries from your compensation, if any legal authorities impose penalties/recoveries on us due to your non-compliance of any such provision referred herein. The details of deposition of EPF & ESI of minimum 50 engaged person should be attached with tender documents.</p>
15.	<p>You will be solely responsible to comply with any legal requirements that may arise of this contract and also in respect of the employees engaged by you for fulfillment your contractual obligations set out herein. It is understood and agreed that you will provide decent uniforms, safety equipments and shoes to your employees. It is your responsibility to have then periodically checked medically so as to ensure that medically fit staff is deployed at our station. Copy of fitness certificate of each period may be produced to office.</p>
16.	<p>The working staff should be sound health and fit for related work & should be above 18 years of age. The contractor has to keep a full time supervisor during the working hours to execute the work smoothly including Sweeping and Cleaning Works at this centre as per work order.</p>
17.	<p>The contractor has to ensure the payments to his engaged labour within 1st week of every month and submit the payment details [ESI, EPF and wages salary sheet] to the office. The office will only entertain your bill of current month for payments with proof of payments details only. It is clearly understood and agreed upon that either yourself or your employees engaged will not have any claim or employment with us at any point of time and this arrangement is purely a time bound contractual agreement between you and the centre.</p>
18.	<p>You must notify to us the number of employees engaged by you for rendering the services referred herein. It is clearly understood and agreed by and between the parties that we will not be held responsible or be liable under any laws that are in force and that may come in force from time to time, in respect of the personnel engaged by you and you will be solely responsible for their terms and conditions of services, safety etc.</p>
19.	<p>The Director, ICAR-National Research Centre on Litchi, Muzaffarpur on behalf of the Secretary, ICAR, New Delhi reserves the right to cancel the work order at any time without assigning any reasons, if the work is not found satisfactory and not fulfills any terms and conditions as mentioned in this Tender Paper.</p>
20.	<p>Decision of the Director, ICAR-NRC on Litchi, Muzaffarpur will 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/her level and will not be referred to arbitration.</p>

21.	In case of any accident/causality of contract personnel during duty hours, the entire liability is to be born by contractor. The Centre will not be held responsible in any manner, for injury/damage caused, if any, to the contractual workers deployed by the contractor for completion of work under the contract. In case of any accident/causality to contract personnel during duty hours, the entire liability to be borne by Agency.
22.	It is understood and agreed that you will be responsible for any disciplinary matters arising out of your employees and you will take appropriate disciplinary action against your employees if they are found indulging in any acts of indiscipline in our premises or in connection with the services referred to here in.
23.	The contractor will arrange the payment of contractual worker engaged by him and other benefits to his workers as per “The Contract Labour Regulation Act” or any other applicable law timely and regularly. The Agency will be fully responsible for compliance of rules and regulations issued by Labour Commissioner time to time regarding minimum wages and deposit of E.P.F., E.S.I. and service tax, etc every month within scheduled time. Centre will not be responsible or liable in case of any irregularity/anomaly in this regard. The agreement will be terminated by giving clear 30 days advance notice in writing.
24.	The contractor has to follow strictly and comply with the Govt. Labour laws and will also be solely responsible for providing information to the Labour Commissioner concerned of the Central Govt./State Govt. about the deployment to this centre from time to time.
25.	If agencies want to withdraw their services at their accord, they can do so only after giving 03 months prior notice in advance failing which the centre will have the right to recover one month payment in lieu of notice from your bill /EMD.
26.	The work should be executed by your agency as per the need of Officer/Section/Guest House Incharge/Farm Incharge.
27.	Agency has to submit monthly pay sheet to the authorized representative/office for verification and to check the rate of payment made to each category of work personnel and also submit the deposit slip of EPF &ESI of each worker alongwith the next month bills.
28.	Latest order for minimum wages insured by Office of the Chief Labour Commissioner ©, Govt. of India has been attached into be complied with. Any wages revision in the order is also to be complied with.
29.	The Centre will not be held responsible for any dispute between the worker and the agency and any such dispute, if arises, is to be settled by the agency and workmen between them as per rules.
30.	The successful tenderer has to ensure the payment to their worker after completion of work well in time before 7 th of next month irrespective of the official procedure as per Minimum Wages as per Central or State Government rates whichever is more. A copy of payment statement may also be furnished to the office for official records.
31.	This centre will not admit any bill for incomplete/ partial work, the work which has not been performed within specified period. The monthly payment on the basis of daily deployment (NO WORK NO PAY) has to be ensured only except 26th January, 1st May (Mazdoor Diwas), 15th August and 2nd October
32.	The Work Personnel to be deployed by the Agency shall not have any right to claim any employment at any time for any reason whatsoever and the ICAR-NRC on Litchi shall have no responsibility or liability, in this regard. The deploy contractual work personnel shall always be on the Rolls of the Agency.
33.	Agency shall execute the agreement on Non-judicial Stamp Paper value of Rs. 100/- (Rupees One Hundred only)
34.	The agency/contractor will be held solely responsible in the case of violation of

	rules (The Contract Labour Regulation and Abolition Act 1970 & 1971) in any manner in this regard. Any legal dispute out of this contract/order would be dealt with the jurisdiction of Patna High Court only.
35.	Following Document/Vouchers are required to be enclosed with the tender form which are the terms & conditions of the tenders documents: <ol style="list-style-type: none">1. Registration Certificate of the Firm under the work contract of the Government of Bihar.2. Last 03 years continuous experience of the firm in the field of providing such services in Central/State Government.3. Certified balance sheet of the firm for the last year of the service contract by the Chartered Accountant. (C.A.)4. Duly certified copies of the satisfactory services where the tenderer is providing the services of the last 03 years.5. Employee EPF Registration Certificate (Validated)6. Employee ESIC Registration Certificate (Validated)7. Registration with contract labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this contract.8. Numbers of Workers/Supervisor registered under EPF/ESIC. Minimum 50 Nos. (Workers/Supervisor) required with their EPF/ESI contribution. Documentary proof of vouchers to be required and may be attached.9. Service Tax Registration Certificate issued by Government, etc.10. Certified copy of PAN Card and Details of Bank Account.

Yours faithfully,

**Administrative Officer
For and on behalf of the Director
ICAR-National Research Centre on Litchi,
Muzaffarpur (Bihar)**



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ICAR-NATIONAL RESEARCH CENTRE ON LITCHI



मुशहरी प्रक्षेत्र, मुशहरी मुजफ्फरपुर, (बिहार)
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File No.- 13-1(01)/C&B/2016-2017/Work Contract Group-III

Dated: 17 January, 2017

FINANCIAL BID

Tender Form for providing Estate Works (Group-III) as required to be implemented at ICAR-NRC on Litchi, Muzaffarpur

To,

The Director
NRC on Litchi
Mushahari Farm, Mushahari,
Muzaffarpur – 842005 (Bihar)

Dear Sir,

I/We In accordance with the terms and conditions mentioned in Tender documents F.NO...../....., DT..... hereby make an offer **Annual Contract basis for Estate Work contract at NRC For Litchi, Muzaffarpur** along with tender forms and agree to hold this offer open for your acceptance for 90 days from the date of opening of this Tender and also agree to undertake the supply of services as per the terms and conditions mentioned in the tender documents.

THE RATES PER UNIT MAY BE GIVEN AGAINST EACH ITEM AS PRESENTED IN FOLLOWING TABLE. (Group-III)

Sl. No.	Description of Works	Rate	
A	Maintenance and Running of Assets:-		
A 1	Running and maintenance of Genset, water purification, audio visual system and other electrical works in administration and farm section.	Per 08 Hours Basis	
A 2	Caretaking works and other miscellaneous works in Scientist Visiting Home (Guest House)	Per 08 Hours Basis	
A 3	Operation of the Motor-pump & Generator in residential quarters, attending the complain of quarter and guest house and miscellaneous works related to Estate Section	Per 08 Hours Basis	
A 4	Cleaning of Rooms, Floors, Walls etc. including 21 Nos. of toilets of Admin cum Lab Building & Guest House. [8000 Sq. Ft. approx.] and sweeping and sweeping and cleaning of NRCL Campus & Residential Campus area.	Per 100 Sq. ft.	
A 5	Stock Entry, Maintenance of Records, Typing, Data Entry and other miscellaneous works in Library Section.	Per 08 Hours Basis	
	Service Charges		
	& Service Tax		
	Grand Total Rs.		

SIGNATURE OF THE CONTRACTOR WITH SEAL

Tenderers for the Contract for Work Contract- Estate Works (Group-III) as required to be implemented at ICAR-NRC on Litchi, Muzaffarpur

1. 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./Address/E-Mail Address.

From,

To,

**The Director
ICAR-National Research Centre on Litchi
Mushahari Farm, Mushahari,
Muzaffarpur – 842005 (Bihar)
[Name & Address of the Institute]**

1. I/We have read all the particulars regarding the General information and other terms and conditions of the contract for THE WORK CONTRACT FOR EASTATE WORK [GROUP-III] and agree to provide the service as detailed in the Tender. 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. Every page so attached with this Tender bears my signature and the office seal.
4. Pay Order/DD No. _____ of Rs. _____ drawn in favour of [ICAR UNIT-NRC ON LITCHI] and payable at State Bank of India, Mushahari Branch, Mushahari is enclosed as Earnest Money required.

**SIGNATURE OF THE CONTRACTOR WITH SEAL
Telephone No/Mobile No.-
E-mail Address:**

Witness: _____

Address: _____

Occupation: _____

Signature of witness to contractor's signature

Address:

Name & Signature of Witness:

Address: