



F.No. ZPD-III/18/work contract/2014

Date : 30.09.2020

NOTICE INVITING TENDER

1. Director, ICAR-Agricultural Technology Application Research Institute, Umiam, Meghalaya invites sealed offers in two bids from reputed Firms, Contractors etc for the following :

- (i) General cleanliness and upkeep of the Directorate's office (Approx.6300 sq.ft)
- (ii) Data entry and other computer related works including typing & clerical work.
- (iii) To assist in day to day work in Office and Computer typing from time to time as per requirements.
- (iv) Other non-clerical/supporting works.

The tendering process is online at e-portal URL address <http://etenders.gov.in/eprocure/app>. Aspiring bidders may download and go through the tender document.

Tender fee of Rs.500/- non refundable will be required to be paid offline in the form of Demand Draft/Banker's cheque/Bank transfer The original Demand Draft In F/o Director, ICAR-ATARI, Zone – VII, Umiam against tender fee should reach by post/courier/given in person to the concerned officials along with bidding documents. The detail of Demand Draft/ any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

2. Following 2 envelopes shall be submitted through online CPP-portal by the bidder as per the following schedule:-

CRITICAL DATA SHEET

Publishing Date	30.09.2020	
Bid document Download/Sale start date	03.09.2020	1000 hrs.
Clarification start date	03.09.2020	1000 hrs.
Clarification end date	05.09.2020	1600 hrs.
Bid submission start date	06.09.2020	0930 hrs.
Bid submission end date	27.09.06	1600 hrs.
Last date and time of submission or original Demand Draft/ Banker's cheque/Bank transfer and tender fee, Hard copy of ICAR-ATARI, Zone – VII unconditional acceptance letter	27.09.2020	1600 hrs.

Bid opening date (Envelope-I)	28.09.2020	1100 hrs.
Bid opening date (Envelope-II)	To be intimated later on through CPP portal	
Tender fee	Rs.500 – Non – refundable	
EMD	Rs. 10,000/- In the form of DD/FDR/Bank Guarantee	

Envelope – I : Containing qualifying requirements of contractor/firm

The Tenderer shall submit their application only at CPP portal <http://etenders.gov.in/e procure/app>. Tenderer/Contractor are advised to follow the instruction provided in the tender document for online submission of bids. Tenders are required to upload the digitally signed file of scanned documents along with scanned copy of Demand Draft for tender fee. Bid documents may scan with 100 dpi with black and white option which helps in reducing size of the scanned document.

Uploading of application in location other than specified above shall not be considered and hard copy of application shall not be entertained.

Qualifying requirements of contractors/firms.

The Service Provider should be a valid license holder and is required to enclose photocopies of the following documents along with the Quotation failing which, their bids shall be summarily rejected and will not be considered any further:

- a. Attested copy of Registration Certificate of the Agency/ Firm for providing manpower (issued by Central/State Labour Commissioner)
- b. Attested copy of PAN Card
- c. Attested copy of the last 2 years IT Returns filed by the Agency/Firm
- d. Attested copy of the Service Tax Registration Certificate
- e. Attested copy of the E.S.I. Registration Certificate
- f. Attested copy of the P.F. Registration Certificate
- g. Financial Statement (Profit & Loss Account and Balance Sheet) for the last 1 year in support of financial turnover of the Agency/Firm.
- h. Statement of Bank A/c for the last 6 months in the name of Agency/Firm
- i. Copies of works orders/Agreements made by Company during the last 2 years with their service receives for providing manpower service.
- j. Non- tribal Service Providers should produce/furnish valid “Trading License” issued by the Khasi Hills Autonomous District Council (KHADC). If somehow the Service Providers fail to submit the Trading License with the quotation/ technical bid of the tender document the service Providers must assured in writing that they will submit the same before releasing of Work Order. It may be noted that even though selected, the Work Order shall not be released without furnishing the attested copy of the Trading License issued by the concerned competent authority.

Envelope – II : The financial e-Bid through CPP portal

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the Light Blue coloured (unprotected) cell with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

1. Original EMD in favour of “Director, ICAR-ATARI, Zone-VII, may be sent to the Director, ICAR-ATARI, Zone – VII, Umiam – 793103 and should reach before the date and time mentioned in the **CRITICAL DATA SHEET**. Tender of the tenderer whose EMD are not received by the time of opening of technical bid of tender their tenders will be summarily rejected. Any postal delay will not be entertained.
2. **Bids Opening Process is as below:**
Envelope – I Containing documents for technical bid (uploaded by the contractors/firms) shall be opened as per the **CRITICAL DATA SHEET**. The intimation regarding acceptance /rejection of their bids will be intimated in the contractors/ firms through e-tendering portal. Technical bid opening date shall be mentioned in **CRITICAL DATA SHEET** (any changes in the date shall be intimated through CPP portal).

If any clarification needed from the bidder about the deficiency in is uploaded documents in Envelope-I, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by ICAR – ATARI, Umiam.

Envelope – II: The financial bids of the contractors/firms found to be meeting the qualifying requirements and technical criteria shall be as per **CRITICAL DATA SHEET**.

Sd/-
Director

Dated: 30.09.2020

**ICAR-AGRICULTURAL TECHNOLOGY APPLICATION RESEARCH
INSTITUTE**

**INVITATION OF TENDER PURELY ON CONTRACT BASIS FOR
OUTSOURCING OF FOLLOWING SERVICES AT ICAR-AGRICULTURAL
TECHNOLOGY APPLICATION RESEARCH INSTITUTE, UMIAM – 793103.
(MEGHALAYA)**

1. General cleanliness and upkeep of the Directorate's office (Approx.6300 sq.ft)
2. Data entry and other computer related works including typing & clerical work.
3. To assist in day to day work in Office and Computer typing from time to time as per requirements.
4. Other non-clerical/supporting works.

Dear Sir (s)

Please read the terms and conditions mentioned in the Tender documents carefully. Failure to comply with any of the conditions/directives mentioned in the Document, shall lead to non- consideration/forfeiture of your bid and no further request in this regard shall be considered.

TERMS & CONDITIONS.

General

1. The service Provider shall submit the
 - (i) Techno-commercial details as in Schedule - I
 - (ii) Price bid/quotation as in Annexure – I
 - (iii) Declaration form as in Schedule - III
 - (iv) Declaration stating that no court case is either pending or being contemplated against the Proprietor or Company as in Schedule – IV and
 - (v) Compliance Statement as in Schedule - V
2. The Service Provider shall be bound by the details furnished by him/her to ICAR-ATARI while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of the contract.
3. The Service Provider shall comply with the statutory rules connected with Contract Labour (Registration and Abolition Act 1970), Employees Provident Fund Act, Employees State Insurance Act, Minimum Wages Act, Payment of Wages Act, Workmen's Compensation Act and shall submit necessary registration documents whenever called for.
4. Service Provider should have executed at least 1 similar type of contracts for a minimum of 2 years.
5. The contract may initially for a period of 1 year and may be further extended by mutual consent under the same rate, terms and conditions of the work order. The contract shall automatically expire unless extended further by the mutual consent.
6. The Service Provider who has been awarded with the contract shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of ICAR-ATARI.
7. Decision of the Director, ICAR- Agricultural Technology Application Research Institute, Umiam, Meghalaya shall be final for any aspects of the contract and

binding on all parties. Dispute arising, if any, on the contract, will be settled at his level and will not be referred to arbitration.

Liabilities, control etc of the persons deployed

1. Services will be required during the normal working hours of ICAR Agricultural Technology Application Research Institute, Umiam, Meghalaya i.e. from 9.30 to 4.30 from Monday to Saturday. In case of exigencies of works, services should be provided beyond office hours and on holidays as per the requirement of the concerned Section Heads and no remuneration will be paid but compensatory off will be granted for providing continuous 8 hours service on Sunday/public holidays.
2. The Service Provider shall maintain his own Attendance Register and the personnel reporting for work shall sign the attendance register duly indicating arrival and departure time regularly and a copy of the same shall be submitted along with bills while claiming monthly payment.
3. The personnel deployed shall reach their duty well in time and strictly follow the rules and regulations regarding safety and security of this office.
4. The personnel engaged shall attend for duties by making their own transport arrangement and ICAR-ATARI shall pay no conveyance charges.
5. The personnel once approved for the service, shall not be changed without prior concurrence of ICAR-ATARI.
6. The Personnel deployed are not authorized to communicate any official information they may come across during their working in the office.
7. The Service Provider shall be solely responsible for any theft, pilferage or misbehaviour is committed by any of his engaged for carrying out the work. In case, the person employed by the Service Provider commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Service Provider shall be liable to take appropriated disciplinary action against such persons, including their removal from place of work.

Legal

1. The Service Provider shall be responsible for compliance of all statutory provisions relating to Contract Labour (Regulation and Abolition) Central Rule 1971, Minimum wages, Provident Fund, and Employees State Insurance etc. In respect of the persons deployed at ICAR-ATARI.
2. Service Provider shall also be liable for depositing all statutory taxes, levies, cess etc. On account of service rendered to ICAR-ATARI to the concerned authorities from time to time as per the extant rules and regulations on the related subject.
3. The Service Provider shall maintain all statutory register under the applicable Law. The Service Provider shall produce the same, on demand, to the concerned authority of ICAR-ATARI or any other authority under Law. The Income Tax at source (T.D.S.) shall be deducted as per the provisions of Income Tax Act as amended from time to time. In case, the Service Provider fails to comply, with any statutory/taxation liability under appropriate law, and as a result thereof, if ICAR-ATARI is put into any loss/obligation, monetary or otherwise, ICAR-ATARI shall have the right to recover such liability from the Service Provider.

4. The Service Provider shall be solely responsible for the redressal of grievance/resolution of disputes relating to personnel deployed by him, ICAR-ATARI shall in no way, be responsible for settlement of such disputes.
5. ICAR-ATARI shall not be responsible for any damages, losses, claims, financial or other injury to any of the personnel deployed by Service Provider in the course of their performing the functions/duties. Or for payment towards any compensation.
6. The Service Provider shall be responsible for any loss or damage caused to ICAR-ATARI property/personnel due to the negligence of the personnel and shall make good of the losses.
7. For all intents and purposes, the Service Provider shall be Employer within the meaning of different Labour Legislations in respect of the personnel deployed by the Service Provider at ICAR-ATARI.
8. In case of termination of this contract on its expiry or otherwise, the workforce deployed by the Service Provider shall not be entitled to and will have no claim whatsoever for any kind of regular employment in ICAR-ATARI.

Financial

1. ICAR-ATARI will make payment towards Employer's contribution towards EPF and ESI as per the prevailing rates. Employee's contribution towards EPF and ESI has to be borne by the personnel deployed by the Service Provider and ICAR-ATARI will not pay any contribution in this regard.
2. ICAR-ATARI will pay applicable Service Tax as per prevailing rates.
3. The wages payable to personnel against this contract is subjected to revision in case the minimum Wages for similar/analogous services prescribed by Ministry of Labour and Employment, New Delhi exceeds agreed upon wages.
4. ICAR-ATARI will pay the agreed upon Service charges to the Service Provider. The Service Provider should quote the Service Charges only in terms of fixed amount per person per day and the same shall be firm and fixed during the currency of the contract. The Service Provider shall not quote the service charges in terms of percentage or in any other manner.
5. In case of a person deployed coming late or going early twice a week, half day's wages shall be deducted from the total wages payable. If the late coming or early going persists for a period exceeding 5 days consecutively, the services of the individual shall be discontinued by the Service Provider, and a suitable replacement be provided immediately. Administrative Officer, ICAR-ATARI, Umiam shall intimate to the Service Provider or his representative in this regard.
6. Payment shall be made on receipt of Invoice/Bill addressed to the Administrative officer, ICAR-ATARI together with the following documentary proof. The Invoice/Bill shall indicate separately:
 - (a) Wages payable to personnel deployed
 - (b) Employers contribution towards EPF and ESI
 - (c) Service Charge to the Service Provider and
 - (d) Service tax as applicable

The supporting documents which should be submitted by Service Provider along with Bill/Invoice are

- (a) Proof of payment of wages made to personnel for the preceding month for which receipt is submitted.
- (b) Proof of remittance of both Employee's and Employer's contribution towards EPF & ESI made for the preceding month including the statements containing the names of the personnel deployed. Accounts Numbers, contribution paid.
- (c) Proof of Service Tax paid for the preceding month towards bill amount received from ICAR-ATARI, Umiam.
- (d) Provide a declaration every 6 months on ESI and EPF containing names of Labourers/workforce, Account Number/Card No. And contribution paid.

The payment would be restricted to the number of persons actually deployed for providing the service and the number of days worked at the prescribed rate per person, per month.

7. The Service Provider shall be under complete obligation to provide any other related document called for by ICAR-ATARI from time to time.
8. ICAR-ATARI shall make payment to the Service Provider with regard to wages for the previous month during the succeeding month against production of Bill/Invoice together with the above mentioned documentary proof.
9. The Service Provider shall strictly adhere to all laws relating to the employment of labour.
10. The Service Provider shall make payment to personnel deployed not later than 10th of succeeding month by anyone of the following modes:
 - (a) If the payment is made through ECS, the Service Provider shall complete the payment through ECS by 10th of the succeeding month and submit necessary proof from his banker to Administrative Officer, ICAR-ATARI towards payment made for preceding month along with Bill/Invoice and other documentary proof.
 - (b) If the payment is made by cheque, the Service Provider shall make the payment to the personnel deployed, in the presence of Administrative officer, before 10th of the succeeding month.

Whichever the mode of payment is opted, the Service Provider should issue a signed wage slip/statement on the letterhead to the personnel containing details such as number of days present, wages payable, recoveries made etc.

11. In case the Service Provider fails to make to the personnel deployed by 10th of the succeeding month as mentioned above and not remitted the amount related to ESI and EPF to the concerned authorities, ICAR-ATARI reserves the right to make alternate arrangements for such payments and recover the amount so paid from the Service Provider either by deduction of any amount payable to the Service

Provider under the work order/service contract or any other work order/service contract placed on the Service Provider by ICAR-ATARI or as debt payable by the Service Provider, and no notice shall be issued for such payment by ICAR-ATARI, Zone –VII.

12. The Service Provider shall issue EPF and ESI cards to his entire personnel deployed. ICAR-ATARI will verify the EPF and ESI cards issued and also whether regular payments are being made to these authorities in respect of the personnel deployed by the Service Provider under this contract.
13. The Service Provider shall obtain a valid license under the Contract labour (R&A) Act 1970 with revisions if any and the Contract Labour (Regulation and Abolition) Central Rules 1971 with revisions.

Terms and conditions or clauses not covered in this document

1. Any other terms, conditions or clauses not covered in this document shall be in accordance with the concerned labour and other statutory rules/acts.

Indemnity Bond

1. The Service Provider shall indemnify ICAR-ATARI on a Rs.100/- non-judicial stamp paper against any action, claims or proceedings relating to infringement of all or any of the prevailing laws like workman's Compensation Act, 1923, Contract Labour (R&A) Act, 1938, EPF Act, ESI Act, Industrial Dispute Act and any other Acts specifically not mentioned during the currency of the Contract. Specimen format shall be made available to the successful Service Provider.

Security Deposit and its forfeiture

1. The Service Provider shall guarantee faithful execution of the contract accordance with the terms and conditions specified herein. As a performance security, the Service Provider shall furnish Security Deposit for 10% of the total contract value. The Security Deposit shall not carry any interest and shall be returned after the completion of all the contractual obligations.
2. In the event of any breach of any of the terms and conditions of the Contract, ICAR-ATARI shall have (without prejudice to other right and remedies) right to terminate the contract forthwith and/or to forfeit the entire or part of the amount of security deposit or any part thereof.

Arbitration

1. In the event of any dispute or difference relating to the interpretation and application of the contract, such dispute or difference shall be settled amicably by mutual consultations of the good offices of the respective parties. If such a resolution is not possible, then unresolved dispute or difference shall referred to the Sole Arbitrator i.e., Director, ICAR-ATARI in accordance with the rules and procedures of Indian Arbitration and Conciliation Act 1996 or any modification thereof. The decision of the Arbitrator shall be final; and binding on both the

parties. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in Shillong.

Jurisdiction

1. The Courts within Shillong shall have the jurisdiction to deal with and decide any matter arising out of this contract.

Signing of Agreement

1. An agreement covering the above stated terms and conditions whichever applicable and other details shall have to be signed by the successful Service Provider with ICAR-ATARI, Umiam.

**TENDER FOR OUTSOURCING OF VARIOUS SERVICES
(Skilled/Unskilled) At ICAR-AGRICULTURAL TECHNOLOGY
APPLICATION RESEARCH INSTITUTE, - 793103, MEGHALAYA**

Full name & Address of the Agency in

Addition to Post Box No., if any, should

Be quoted in all communications to this

Office:

Telephone No.

Telegraphic Address/FAX/Celular No.

E-mail address :

Any other Relevant Information

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To,
The Director
ICAR-Agricultural Technology Application Research Institute,
Umiam

Sir,
I/We have read all the particulars regarding the information and other terms and conditions of the contract for providing of work contract at the office of ICAR-ATARI, Zone – III, Umiam 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 Scheduled – I 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 bound by a communication of acceptance dispatched within the prescribed time.

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

The total number of pages in the Techno-Commercial Bid is _____

Demand Draft/ Bank Guarantee No. _____ dated _____ of Rs. 10,000/- drawn in favour of the Director, ICAR-ATARI, Umiam is enclosed as Earnest Money Deposit.

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

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

I/We have duly signed and sealed each and every page of the Tender Document showing our unconditional acceptance of all the Terms and Conditions of the Tender.

Yours faithfully,

Dated:

Signature & Seal of the Bidder

SCHEDULES TO THE TENDERS

SCHEDULE – I

PART-I

1. Name of the Firm/Agency/Service Provider
2. Registration No.
3. Full address of the firm/Agency/Service Provider
4. Constitution of the Firm/Agency/Service Provider
 - (a) Indian Company Act, 1956
 - (b) Indian Partnership Act, 1932
(Please give names of partners)
 - (c) Any other Act, if not the owners
5. Name and Mobile No. Of the Contact Person representing
the Firm/Agency/Service Provider
6. PAN No.
7. Service Tax Registration No.
8. E.P.F Registration No.
9. E.S.I. Registration No.
10. Name and full Address of your Bank

Date :

AUTHORISED SIGNATORY

Place:

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

SCHEDULE-II

SCOPE OF THE SERVICES REQUIRED FOR :-

1. General cleanliness and upkeep of the Institute's office.
2. Data entry and other computer related works including typing.
3. To assist in day to day work in office and Computer typing.
4. Other non-clerical works from time to time as per requirements.

SCHEDULE-III

Details of the last 2/3 years experience/work done

Sl.No.	Name of the Deptt./Organisation & Name of the contact person with Ph. No.	Period		No. of persons deployed	Remarks
		From	To		

(Signature of the Authorized Signatory with Seal)

SCHEDULE-IV

UNDERTAKING

(On the letterhead of Agency/Firm/Service Provider)

I/We hereby Undertake that our Company/Firm do not have any legal suit/criminal case either pending against me/us/proprietor or any of our Directors (in the case of Company) or being contemplated and have not been earlier convicted on the grounds of moral turpitude or violation of laws in force.

Signature of the Authorized Signatory

Full Name : _____

Date :

Place :

Seal :

SCHEDULE-V

Compliance Statement

Sl.No.	Particulars	Yes or No
1.	Attested copy of registration certificate of agency for providing manpower (issued by Central/State labour Commissioner)	
2.	Attested copy of PAN Card	
3.	Attested copy of the latest IT Return filed by agency	
4.	Attested copy of Service Tax Registration Certificate	
5.	Attested copy of the E.P.F. Registration Certificate	
6.	Attested copy of the E.S.I. Registration Certificate	
7.	Financial Statement like Profit & Loss Account, Balance Sheet etc. In support of financial turnover of the agency	
8.	Statement of Bank A/C for the last six months in the name of the Company/Agency	
9.	Details of similar work carried out/agreement made by company for the last 2 years along with proof	
10.	Non-Tribal Service Provider should produce/furnish valid "Trading License" issued by the KHADC	
11.	Undertaking by the Contracting Company Firm/Agency that the contracting Company/Firm do not have any legal suit/criminal case either pending against me/us/proprietor or any of our Directors (in the case of Company) or being contemplated and have not been earlier convicted on the grounds of moral turpitude or violation of laws in force as per Schedule-IV	

Note for Service Providers: For eligibility, all the conditions will be considered. Application of the Contracting Company/Firm/Agency which does not have any earlier experience in the similar Support Service will not be considered.

(Signature of the Authorized Signatory with Seal)

INSTRUCTION TO THE TENDERING SERVICE PROVIDER

1. Service Provider shall follow the provision of Contract Labour (Regulation and Abolition) Act, 1970.
2. ICAR-ATARI shall reimburse monthly payment towards Employer's contribution of EPF and ESI at the prevailing rates. Employee's contribution towards EPF and ESI has to be borne by the personnel deployed by the Service Provider and ICAR-ATARI will not pay any contribution in this regard.
3. The rate quoted for Part-A above by the tendering agency should be exclusive of all statutory/taxation liabilities in force at the time of entering into contract.
4. ICAR-ATARI shall pay Service tax as applicable on Wages and Service Charges. However, the Service Provider is responsible for remitting of ESI &EPF in respect of both Employee's and Employer's to the concerned Government authorities.
5. Details about the Break-up of the rates quoted has to be given in a separate sheet.

NOTE :

1. Tender documents will be hosted on ICAR-ATARI Website <http://www.icarzcu3.gov.in/circulars.htm>. Interested tenderers may, at their option, download the tender documents from website and submit offers along with prescribed tender cost (in the form of Demand Draft) and EMD (in form of Demand Draft/Bank Guarantee) as per details in the tender notification. The Demand Draft should be sent in separate cover with a covering letter along with the cover containing the quotation.
2. Tender fee shall be payable only in the form of bank draft drawn in favour of Director, ICAR-ATARI, Umiam, payable at SBI, ICAR Branch. No other mode of payment for tender fee is acceptable.
3. Vendors/firms name and tender no. shall be indicated on the reverse side of the Demand Draft.\
4. Details specification, terms and conditions are furnished in the tender documents.
5. DD should not be dated prior to the date of advertisement/intimation/website. Separate requests and demand drafts shall be sent for each tender document.
6. Quotation received without payment of tender fee will be treated as unsolicited.
7. Quotation shall be valid for a period of ONE HUNDRED TWENTY days from the date of opening.
8. If tender opening date happens to be public holiday tender will be opened on the next working day.
9. Request for extension of the due date will not be considered.
10. Director, ICAR-ATARI reserves the right to accept or reject any tenders in part or full without assigning any reasons thereof.

