

INVITATION OF TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING CONTRACT FOR OURSOURCING OF VARIOUS SERVICES AT ZONAL PROJECT DIRECTORATE, ZONE-III, ICAR RESEARCH COMPLEX FOR NEH REGION, UMROI ROAD, BARAPANI – 793 103, MEGHALAYA.

A. Cost of the Tender Form: Rs. 500/- (Rupees five hundred only), Non – Refundable, to be deposited in the form of demand draft/Banker’s Cheque, drawn in favour of the Zonal Project Director, Zone- III, I.C.A.R. Research Complex for NEH Region, Umiam, Barapani, payable at State Bank of India, ICAR Complex Branch, Barapani).

B. Last date of receipt of Tenders in Office is 28th October, 2010 up to 1.00 P.M. Tenders received after the due date and time, shall not be considered under any circumstances.

C. Techno - Commercial Bids shall be opened at 2.00 PM on 28th October, 2010.

NOTE:

If the date fixed for opening of Tenders is subsequently declared a holiday, the Tenders will be opened on the next working day following the holiday, but there will be no change in the time for opening indicated above.

D. Tender to remain open for acceptance up to 90 days from the date of opening.

E. The complete tender document comprising of 15 pages is also available at our website www.icarzcu3.gov.in/download.htm

NOTE:

1. The Zonal Project Director, Zone- III, I.C.A.R. Research Complex for NEH Region, Barapani, Meghalaya, may at his discretion, extend this date by a fortnight and such extension shall be binding on Bidders.
2. If the date up to which the Tender is open for acceptance is declared to be a holiday, the Tenders shall be deemed to remain open for acceptance till the next working day.
3. Before filling up the Tender Papers, service supplying agencies are advised to go through the Tender Paper thoroughly and accordingly fill up the contents thereof, as per the norms of Tender. After submission of the Tender, no request for any alteration is permissible.

Note: - All communications must be addressed to the Zonal Project Director, Zonal Project Directorate, Zone-III, I.C.A.R. Research Complex for NEH Region, Umiam, Barapani Meghalaya – 793 103.

INVITATION OF TENDER PURELY ON CONTRACT BASIS FOR OURSOURCING OF FOLLOWING SERVICES AT ZONAL PROJECT DIRECTORATE, ZONE-III, ICAR RESEARCH COMPLEX FOR NEH REGION, BARAPANI-793 103 (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.
3. Driving of staff car.
4. Other non-clerical/supporting works.

Dear Sir(s),

Please read the terms and conditions mentioned in the Tender Document 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.

1. Sealed Tenders are invited on behalf of the Zonal Project Director, Zone- III, I.C.A.R. Research Complex for NEH Region, Barapani, Meghalaya, from reputed Contract Labour/ Services Supplying Agencies, with experience in Government, Autonomous Institutions or large Private Institutions for outsourcing of the above mentioned works at Office Campus of ZPD-III, I.C.A.R. Research Complex for NEH Region, Barapani, Meghalaya. 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 and by the Research Institutes of the Council and the special terms and conditions detailed in the Tender 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.

2. An earnest money of Rs.5,000/- (Rupees Five Thousand only) must be deposited in the form of demand draft/Bank Guarantee **in favour of the Zonal Project Director, Zone- III, I.C.A.R. Research Complex for NEH Region, Barapani, Meghalaya.** The particulars of the earnest money deposited must also be superscribed on the top of the Techno-Commercial Bid envelope by indicating the draft number and date, failing which, the Tenders will not be opened. **The Tenders shall not be considered if earnest money is not deposited with the Tenders.**

3. The Bidder is being permitted to give Tenders in consideration of the stipulations on his part that after submitting his Tender, he will not resile from his offer or modify the terms and conditions thereof. If the Bidder fails to observe and comply with the foregoing stipulations, the Directorate shall forfeit the aforesaid amount of EMD. In the event of the offer made by the Bidder are not accepted, the amount of earnest money deposited by the Agency will be refunded to them after the agency has applied for the same, in the manner prescribed by the Directorate (Form – R).

4. The Schedules of the Tender form should be returned intact & pages should not be detached. In the event of the space provided on the schedule form is found 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 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. **Overwriting/erasing in rates to be quoted by the Tenderer will not be allowed; otherwise the Tenders shall be rejected.**

5. 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 the 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.

6. If the Tenderer does not accept the offer within 15 days of the issue of the letter of award by the Directorate, the offer made shall be withdrawn & the Earnest money shall be forfeited.

7. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the Tenders 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 bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Directorate shall without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

8. The Tender should consist of two Bids - The techno-commercial bid (Bid 'I') and the financial bid (Bid 'II'). Both must be submitted in two separate envelopes to be sealed and put in a single main cover. The outer main cover should be super scribed "**Tender No. Adm/2-9/Work Contract/ dated 07.09.2010 being TENDER for OUTSOURCING OF VARIOUS WORKS AT ZONAL PROJECT DIRECTORATE, ZONE-III, ICAR, BARAPANI-793 103 (MEGHALAYA),**" and addressed to "**ZONAL PROJECT DIRECTOR, ZONE-III, ICAR RESEARCH COMPLEX FOR NEH REGION, BARAPANI-793 103 (MEGHALAYA)**". The Bidding Firm should give their complete address on the bottom left corner of the Main Cover. **The Cost of the Tender as well as the Earnest Money should be mandatory kept in the Technical Bid only.** The Financial Bid should consist of the Rates, their detailed break – ups, etc. **Non-compliance of this shall lead to non-consideration of the Bid.** 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 Tender box, kept in the Office of the Zonal Project Director, Zone-III, ICAR Research Complex for NEH Region, Barapani, Meghalaya -793103 not later than 01:00 P.M. on 27th September, 2010.

9. The rates quoted by each firm for work contract in Tenders are to be given 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. Please also state the name and address of your permanent representative, if any.

10. The Directorate 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 Tender for the whole or any portion of it or to state in the Tender that the rates quoted shall apply only if the Tenders are considered fully. Other conditional Tenders shall not be accepted.

11. The service tax or any other tax, which is as per the rule of the Govt. of India or State Government concerned, shall be the liability of the agency to deposit in concerned department as per the rule.

12. The Zonal Project Director, Zone- III, I.C.A.R. Research Complex for NEH Region, Barpani reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Directorate, for any justifiable reasons, not mandatory to be communicated to the Tenderer.

13. Decision of the Zonal Project Director, Zone- III, I.C.A.R. Research Complex for NEH Region, Barpani, 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 level and will not be referred to arbitration.

14. The following documents/vouchers are mandatory required to be enclosed with the Tender form, which are the terms and conditions of the Tenders document:-

- a) The Service Providing Agency should have the proper up-to-date Registration License and verifications thereof, duly issued by the Home/Labour Department of the State for engagement of skilled and unskilled persons as notified under '**The Contract Labour (Regulation and Abolition) Act, 1970**' and further notification by the State Govt. in this regard, failing which their application shall not be considered.. They also must have an independent EPF A/C [code] no. issued by the Regional P. F. Commissioner, and a duly attested copy for both must be invariably provided along with the Tender. Employees ESI registration certificate, if any, may also be submitted.
- b) The Agency/Firm should have a minimum annual turnover of Rs. 5 lakhs or more for the last 3 financial years (i.e. 2006-07, 2007-08 & 2008-09). Duly audited Financial Reports for the last 3 financial years has to be mandatory enclosed.
- c) Last 2/3 years continuous experience of the firm in the field of providing such services in a minimum of 2 Central/State Govt. offices or Autonomous bodies/Corporations of Govt. of India/reputed public or private organizations. Please provide the complete service details in enclosed tabular form.
- d) Certified copies of services where the Firm is providing the services for the last 2/3 years.
- e) The certificate of Service tax, Sales tax, Income tax, PAN Number, etc. issued by the Govt., clearly mentioning their Account Number, should also be submitted.
- f) The Bidder Agency has to give a Certificate that they have not been blacklisted in the past five years by any Govt./Non-Govt. organization and shall also give an Affidavit duly attested by the Notary Public (in Original) on a non-judicial Stamp Paper of Rs. 10/- that there is no Vigilance/CBI case pending against the Agency/Bidder.
- g) Certificate/License with regard to the Engagement of Workers as per Labour Laws of Government of India/State Government clearly mentioning the maximum number of registered labourers and validity date.
- h) An amount of Rs.10,000/- or 10% of the work contract value, whichever is higher, as a **Security Deposit** will have to be deposited by the selected agency/successful tenders only after receiving a communication from the ZPD-III. In the event of non-deposition of the same, the earnest money will be forfeited.

- i) No interest on security deposit and earnest money deposit shall be paid by the ZPD-III to the tenderer.

15. Other Terms & Conditions :

- a) The Agency/Firm shall have to pay the minimum wages to the contract workers as per the provisions of the Minimum Wages Act & amendments thereof from time to time.
- b) The rates quoted by the Agency/ Firm should be valid for a minimum period of one year from the date of award of the Contract.
- c) The rate should be quoted on per day as well as per month basis also in Rupees only.
- d) The Service Providing Agency/Firm shall have to bear all the dues related to EPF, ESI, etc. wherever applicable and should ensure that all the dues are paid within the prescribed time limit. Any Penalty/ Damages/ Interest charges, etc. levied by any statutory authority with regard to the above shall be fully borne by the firm itself, and the office shall in no way be responsible for such payments/charges.
- e) In case of any loss/theft/shortage caused by/attribution to the personnel deployed by the Agency/Firm, the Director reserves the right to claim/charge damages from the bill submitted by the Work Contractor.
- f) The Agency/firm while performing the work shall have to maintain the attendance register, wages Register etc. which shall be produced to the concerned authority as and when called for.
- g) The Successful Bidder shall submit the bill[s] to the Zonal Project Director on or before 4th of every succeeding month & ensure payment of wages on or before 10th/11th of every month to their workers provided to the Directorate in the presence of the Zonal Project Director or any other official nominated for the purpose. The Agency/Firm shall ensure to deposit EPF, ESI etc. of their employees in time in accordance with the Contract Labour Laws. While submitting the bills to the office for a particular month, the Agency/firm shall ensure to submit the following documents also: -
 - i. A copy of the Attendance Register showing the Attendance of all the labourers/workers for the month for which the bill is being claimed along with a copy of the Wages/Payment Register showing the payments made to them in the preceding month.
 - ii. A copy of the Challan of the dues paid to the E.P.F. Office, ESIC & other authorities, as applicable, in the preceding month.
 - iii. Other documents as and when asked for by the Authorities.
- h) Only those firms will be considered for financial bids who will qualify in the technical bid.
- i) Successful Bidder will have to enter into a detailed contract agreement with Zonal Project Directorate, Zone-III, ICAR on non-judicial stamp paper of Rs. 50/- for each work.

- j) The Agency should ensure that the minimum requirements of educational qualification as set by the Government from time to time for the works specified, for each contract worker deployed by the Agency, are duly complied with.
- k) Other terms and conditions as laid down by the Competent Authority as and when applicable, depending upon the circumstances/ changes in the policies.
16. Breakup of details regarding the manpower required for accomplishment of work as under Schedule – II, as well as the complete breakup of the rates quoted under Financial Bid should also be compulsorily given, failing which the bids are liable to be rejected.
17. For any query/clarification, the undersigned may be contacted:

Officer-in-Charge (Stores): Shri Vinod Kumar Rai
Contact No: 0364 – 2570081, 2570483, Fax: 0364-2570396, 2570483.
Email : icar_zcu3@yahoo.co.in, icarzcu3@gmail.com
Website:www.icarzcu3.gov.in

Yours faithfully,

Sd/-
(V. K. RAI)
I/c Store
For and on behalf of the Zonal
Project Director, Zone-III,
ICAR, Barapani

**TENDER FOR OUTSOURING OF VARIOUS SERVICES (Skilled/Unskilled) AT
ZONAL PROJECT DIRECTORATE, ZONE-III, ICAR RESEARCH COMPLEX FOR
NEH REGION, BARAPANI - 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/Cellular No.:
E-Mail address:
Any other Relevant Information
.....
.....

To,

The Zonal Project Director
ZPD, Zone-III, ICAR,
I.C.A.R. Research Complex for NEH Region,
Umiam, Barapani – 793 103 (Meghalaya)

Sir,

I/We have read all the particulars regarding the General information and other terms and conditions of the contract for providing of work contract at the office of the Zonal Project Directorate, Zone- III, I.C.A.R. Research Complex for NEH Region, Barapani, MEGHALAYA, 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 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 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 following pages have been added to and form a part of this Tender _____.

The Total number of Pages in the Techno-Commercial Bid is _____.

Demand Draft/Bank Guarantee No. _____ dated _____
of Rs.5,000/- drawn in favour of the Zonal Project Director, Zone- III, I.C.A.R. Research
Complex for NEH Region, Barapani and payable at SBI, ICAR Complex Branch, Barapani is
also 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 and
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 are 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

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING VARIOUS SERVICES AT ZONAL PROJECT DIRECTORATE, ZONE-III, ICAR RESEARCH COMPLEX FOR NEH REGION, BARAPANI

1. **Scope of Work:** The work of providing services (skilled and unskilled) at Zonal Project Directorate, Zone-III, ICAR Research Complex for NEH Region, Barapani, shall have to be undertaken without causing any damage to the ICAR properties. In case, any damage is caused by the contract workers deployed by the contractor, the same shall be made good by the contractor. The agency shall also have to ensure that there is no theft of the moveable/immovable property of the Directorate. In case any such theft occurs, the responsibility for the same shall rest with the agency and the agency shall have to make good the loss caused to the ICAR on account of such theft. For this purpose, the agency shall keep strict vigil with a view to preventing loss to the Government property.
2. The contractor shall not sublet the work without prior written permission of the Institute.
3. The contract can be terminated at any point of time, if the services of the firm are not found satisfactory. In such an event, the work shall be got done from other source at the expenses of the defaulting firm.
4. All the personnel deployed will perform their work in proper way and will maintain office decorum during working hours. The agency shall, at its own cost, provide suitable photo identity cards to the workers engaged by them.
5. The agency shall employ good and reliable persons with robust health of age-group of 21 to 45 years. In case any of the personnel so provided is not found suitable, the ZPD shall have the right to ask for his replacement without giving any reasons therefore and the agency shall on receipt of a written communication will have to replace such persons immediately.
6. The contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.
7. The persons so provided by the agency under this contract will not be the employee of the ZPD-III and there will be no employer-employee relationship between the ZPD-III and the persons so engaged by the contractor in the aforesaid services.
8. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes, etc. The ZPD-III shall not bear any extra charge on any account whatsoever, i.e. EPF Contribution, Uniform, Liveries, OTA, Medical, Insurance, etc.
9. The contractor will discharge all his legal obligations in respect of the workers to be supplied/ 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 & regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Directorate 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 the Zonal Project Director shall be final and binding on the contractor.
10. The volume of the work may increase or decrease on need-basis according to the requirement of the works. During the period of the work contract, it may be possible that there is not any

requirement of work for outsourcing during a month or days. And in such situation, the contractor may not claim for regular allotment of work during the work contract period.

- 11.** The selected agency shall provide the necessary manpower for providing services at Office Campus of the Directorate as per Contract Labour Laws/Regulations prevalent in the State.
- 12.** The workers should be able to communicate in Hindi and in English.
- 13.** The Office time of the Directorate is from 9.30 am to 4.30 pm.
- 14.** The Zonal Project Director reserves the right to reject any or all Tenders in whole or in part without assigning any reasons thereof. The decision of the Zonal Project Director shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.
- 15.** Liquidated damages clause:
 - a)** An amount of Rs.500/- will be levied as liquidated damages per day. Whenever & wherever it is found that the work is not up to the mark in any point, it will be brought to the notice of the firm by ZPD and if no action is taken within one hour liquidated damage clause will be invoked.
 - b)** Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
- 16.** Other Important Terms and Conditions guiding the Tender/ Contract:
 - a)** Agency run by the Non – Tribal should produce Trading License issued by the KHADC at the time of awarding the Contract.
 - b)** The manpower supplied by the Agency shall neither claim any right to be appointed /regularized by ZPD-III, ICAR, nor can they be treated as employees of ZPD-III, ICAR at any given point of time. The work allotted will be purely on contract basis.
 - c)** All the personnel/contract labours should have insurance coverage. In case of any unwarranted occurrence during the performance of their duties, ZPD shall, in no way, be responsible for paying any indemnity or make good the losses.
- 17.** Any other terms/conditions as decided by the Zonal Project Director, Zone-III, ICAR, from time to time, depending upon the requirements/change in policies, etc. and in the interest of the ICAR shall be binding on the Agency/Firm.

Sd/-

Dr. A.K. Gogoi
Zonal Project Director

SCHEDULES TO THE TENDERS

SCHEDULE – I

PART – I

1. Name of the Firm / Agency
2. Registration No. under PSA(R) Act, 2005
3. Full address with Post Box No.
Telephone No., Fax No. E-mail, etc.

4. Constitution of the Firm/ Agency
 - a) Indian Companies Act, 1956
 - b) Indian Partnership Act, 1932
(Please give names of partners)
 - c) Any other Act, if not, the owners
5. Name and Full Address of your Bank/s:
6. Your Permanent Income Tax No./Circle/Ward:
7. Date since when continuous in supply work/manpower (skilled and unskilled):

Date : _____

AUTHORISED SIGNATORY

Place: _____

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

SCOPE OF THE SERVICES REQUIRED FOR:-

1. General cleanliness and upkeep of the Directorate's office.
2. Data entry and other computer related works including typing.
3. Driving of staff car. (Having valid driving license issued by the competent authority)
4. Other non-clerical works.

-: FINANCIAL BID :-

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

Last date for receipt of Tender: 28th October, 2010 up to 01.00 P.M.

**Opening of Financial Bid: 28th October, 2010 at 02.00 pm in the
e. ConnectivityRoom of Zonal Project Directorate**

To,

The Zonal Project Director
Zone-III, I.C.A.R. Research Complex for NEH Region
Barapani, Meghalaya – 793 103.

Sir,

I/We wish to submit our Tenders for providing the required services at Zonal Project Directorate, Zone-III, I.C.A.R. Research Complex for NEH Region, Barapani on the following rates: -

Sr. No.	Particular of work		Consolidated rate (in Rupees) including all labour, transportation, material, specially covering all acts and taxes from time to time.	
			Per Day Rate	Per Month Rate
1.	General cleanliness and upkeep of Directorate's office (6300 sq. feet)	:		
2.	Data entry and other computer related works including typing	:		
3.	Driving of staff car	:		
4.	Other non-clerical/supporting works	:		

Details about the Break – up of the Rates quoted i.e. EPF, ESIC, Service Charges/ Taxes etc. has been given in a separate sheet. Rates quoted above are all inclusive of Minimum Wages, all types of Statutory and Legal Obligations and all applicable Taxes. No charges/ claims over and above the rates quoted shall be claimed by the undersigned.

Signature _____

Name & Seal of the Firm _____

**APPLICATION FOR REQUEST TO REFUND THE E.M.D. AMOUNT
WITH REGARD TO THE TENDER FOR THE SERVICES AT ZONAL PROJECT
DIRECTORATE, ZONE-III, ICAR RESEARCH COMPLEX FOR NEH REGION,
BARAPANI, MEGHALAYA.**

(To be submitted only by the unsuccessful bidders after the finalization of the Tender.)

Full Name & Address of the Bidder

.....

.....

Telephone / Cellular No.:

Telegraphic Address / FAX No:

E-Mail address:

From

To,

The Zonal Project Director
Zonal Project Directorate, Zone-III,
I.C.A.R. Research Complex for NEH Region
Barapani, Meghalaya – 793 103.

Sir,

This is to request you that since, I am not the successful bidder with regard to the above mentioned tender, hence mine E.M.D. which was deposited to your good self vide Demand Draft No. _____ of Rs. _____ drawn in favour of the Zonal Project Director, Zone-III, I.C.A.R. Research Complex for NEH Region, Barapani, Meghalaya – 793 103. and payable at Barapani, may kindly be refunded back to me at an early date through Registered Post / by hand through an authorized representative.

Yours faithfully,

Date:

Signature & Seal of the Agency.