



# ICAR Research Complex for NEH Region

Tripura Centre, P.O. Lembucherra – 799210

West Tripura, Tripura

<http://www.tripuraicar.nic.in> & <http://tripuraicar.gov.in>



File No. RC/TC/RC&T/20-21

Date: Lembucherra, the 24<sup>th</sup> August, 2021

## e-TENDER BIDDING DOCUMENT

### Critical Date Sheet

Tender No.	No.RC/TC/RC&T/20-21
Date of release of Tender through e-procurement	24.08.2021
Bid Submission Start date & time	24.08.2021 01:45 PM
Bid Submission End date & time	18.09.2021 04:00 PM
Date & time for opening of technical bid	20.09.2021 at 12:00 P.M.
Address for Communication	The Joint Director, ICAR Research Complex for NEH Region Tripura centre Lembucherra-799210, Tripura.



# ICAR Research Complex for NEH Region

Tripura Centre, P.O. Lembucherra – 799210

West Tripura, Tripura

<http://www.tripuraicar.nic.in> & <http://tripuraicar.gov.in>



## ANNEXURE-I

### INVITATION OF e-TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING CONTRACT FOR OUTSOURCING OF MISCELLANEOUS AGRICULTURAL AND ALLIED WORK AT ICAR TRIPURA CENTRE MAIN CAMPUS, COCOTILLA FARM, KVK WEST TRIPURA AND KVK SOUTH TRIPURA AND OTHER OFF-CAMPUS SITES

A. Cost of the Tender Form: NIL

B. Last date of receipt of Tenders is 18.09.2021. Tender received after the due date and time shall not be considered under any circumstances.

C. Tenders shall be opened at 12.00 P.M. on 20.09.2021.

#### Note: -

If the date fixed for opening of Tender 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. Validity of Tenders for acceptance should be for 6 months from the date of opening.

#### Note:

• Before filling up the Tender Papers, agencies are advised to go through the Tender document thoroughly and accordingly furnish the contents therein. After submission of the Tender, no request for any alteration/modification is permissible.



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Dear Sir(s),

Please go through the terms and condition mentioned in the Tender Document carefully, **failure to comply with any of the conditions/directives mentioned in the Document, shall lead to non – consideration/cancellation for your bid and no further request in this regard shall be considered.**

1. Sealed tenders are hereby invited on behalf of the Joint Director, ICAR Research Complex for NEH Region, Tripura Centre, Lembucherra, Tripura from reputed Contractual Service Agencies with 03 (three) years' experience in **Government (central/State), PSUs, Autonomous Institutions under Central or State Govt. including ICAR institutes** for outsourcing of **MISCELLANEOUS AGRICULTURAL AND ALLIED WORK At ICAR Tripura Centre Main Campus, Cocotilla Farm, KVK West Tripura, KVK South Tripura And Other Off-Campus Sites**. Agencies are advised to submit rates in the Tender form if they are in a position to offer the requisite services in accordance with the requirements stated in the attached schedules.

2. 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.

3. If the Tenderer does not accept the offer, after issue of the letter of award by the Institute within 20 days, the offer made shall be withdrawn without any notice & the earnest money shall be forfeited.

4. In case of partnership firms, where no authority has been given to any partner to execute 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 Tender form or any document forming part of the contract on behalf of another shall be deemed to warranty that he has authority to sign such other and if, on enquiry it appears that the person so signing had no authority to do so, the Institute shall without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages. Each page of the Tenders and the schedules to the Tenders and annexure, if any should be signed by the Tenderer.

5. The rates quoted by each firm for job service contract in Tenders is to be given both in words and figures, failing which the same is liable to be rejected. Please also state the name and address of your permanent representative, if any.

6. A bank guarantee of **Rs. 05 Lakhs (Five Lakhs)** for six months more than the period of the contract is to be deposited by the selected Agency/ Firm only after receiving a communication from the Institute. In the event of non-deposition of the same, the work order will be terminated.

7. Revision of Minimum agricultural labour wages including EPF/ESIC/ etc. as time to time stipulated/ declared by the Central Labour Commissioner/ GOI/ EPFO/ ICAR would be payable by this



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Institute as a compliance of statutory obligations. As cost components like ESIC, EPF, etc. are constant in view of Govt. rates/ regulations, this contract will be finalised on the basis of least service charges quoted by the tenderer, hence, minimum wages per day (highly skilled labour/ skilled labour/ unskilled) as applicable needs to be quoted whereas EPF/ESIC are not to be quoted by the Tenderer/ Firm.

8. The Income Tax, and other taxes which are as per the rule of the Govt. of India or State Govt. shall be the liability of the agency to deposit in concerned department as per rule.

9. It may be noted that supply of farm labour is exempted from vide notification no. 12/2017 Central Tax (rates) date 28/06/2017 and notification no. 9/2017 Integrated tax (rate) dated 28/06/2017.

10. The Director, ICAR Research Complex for NEH Region, Umiam, Meghalaya 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. Decision of The Director, ICAR Research Complex for NEH Region, Umiam, Meghalaya, shall be final for any aspect of the contract and binding on all parties.

11. Disputes arising, if any, on the contract, will be settled at his level by mutual consultation and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by The Director, ICAR Research Complex for NEH Region, 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.

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

a. The Agency/ Firm should have the proper up-to-date Registration License and renewal thereof, duly issued by the State Government for engagement of labourers failing which their application will not be considered. The Agency /Firm must have an independent EPF and ESIC A/C no. issued by the Regional P. F. Commissioner/ESIC/ office, and duly attested copies 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. 50 Lakhs per year for the last 3 (three) financial year and duly audited financial statements for the last 3 financial years have to be mandatorily enclosed.

c. Last 3 years of continuous experience certificate in the field of providing such contractual services in Government (central/State), PSUs, Autonomous Institutions under Central or State Govt. including ICAR institutes. The complete details of such services must be provided in tabular form. Certified copies of services where the Tenderer is providing the Contractual Services for the last 3 years.

d. The firm has to submit proof of registration of EPF and ESI and all workers should have their EPF and EPF accounts.

e. The firm should submit their PAN/TAN and registration document to this office.



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f. The Tenderer Agency has to give a Certificate that they have not been Blacklisted in the past 03(three) years by any Institution, Govt./Private and shall also give an Affidavit duly attested by the Notary Public (in original) on a non-judicial Stamp Paper of Rs. 100/- that there is no Vigilance /CBI case pending against the Agency/Tenderer.

g. Certificate/License with regard to the Engagement of Workers/Employees as per Labour Law of Government of India.

**NOTE :The conditions for minimum turnover of 50 lakhs for last three years and minimum three years' experience will not be applicable in case of start-ups on submission of relevant documents.**

### **Other terms and conditions:**

a) The Firm shall have to pay the minimum wages to the contractual labourers as per the provisions of the Minimum Wages Act and amendments thereof. Hence, In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy.

b) The rates quoted by the Firm should be valid for a minimum period of one year from the date of award of the contract.

c) The Firm will bear all the dues related to minimum wages, EPF, ESI, etc. wherever applicable and should ensure all the dues are paid within the prescribed time limit. The contractor shall be liable for any issues arising in relation to EPF, ESI etc. shall deal with it taking responsibility of the related procedures. Any penalty/ 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. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.

d) In case of loss/ theft/ shortage caused by / attributable to the contractual labours deployed by the Firm, the Director reserves the right to claim damages.

e) The Firm shall have to maintain the Attendance Register, Wages Register etc. which shall be produced to the concerned authority as and when called for.

f) The Successful Tenderer shall submit the bill(s) to the Joint Director, ICAR R.C. for NEHR Tripura centre on or before 4<sup>th</sup> of every succeeding month. However, the contractor shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by them in this office. While submitting the bills to the office for a particular month, the Firm shall ensure to submit the following documents also: -

- i. Details of the Direct Benefit Transfer should be submitted along with the bill.
- ii. A copy of the Attendance Register showing the attendance of all the Contractual labourers for the month for which the bill is being claimed along with a copy of the **Wages/ Payment Register** showing the payment made to all the contractual labours in the preceding month.
- iii. A copy of the Challan of the dues paid to the EPF office, ESIC and other authorities, as applicable, in the preceding month.



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iv. Other documents as and when asked by the Authorities.

- a) Only those firms will be considered for financial bid who will qualify in the technical bid.
- b) Successful Tenderer will have to enter into a detailed contract agreement with the ICAR Research Complex, on a non-judicial stamp paper of Rs.100/-for each work.
- c) The firm should ensure that the Minimum Requirements of Educational Qualification/Physical Standards, as set by the Government from Time to Time, for each labourer deployed by the Firm are duly complied with.
- d) The firm should ensure that no labourers should be above 50 years of age. All the labourers should be physically fit, those above 40 years of age have to compulsorily submit medical fitness certificate to this office.
- e) It shall be the duty of the Contractor to ensure the labourer follow/ comply with the rules and regulations of the Institute. Any labour found working in contravention to the stipulated rules of the Institute or showing disobedience to any official/ rules shall not be permitted to work.
- f) Other terms and conditions as laid down by the Competent Authority as and when applicable, depending upon the circumstances/ changes in the policies.

12. Break up of details regarding the manpower required for accomplishment of work as under Schedule - II, as well as the breakup of the rates quoted under Financial Bid should also be compulsorily given, failing which the bids are liable to be rejected.

13. If any person engaged by the firm does not perform his/her duty properly or indulge in any unlawful activity, the agency on the order of the competent authority shall immediately withdraw such person(s) immediately.

14. If any accident occurs with any employees of the agency on duty, this office will not be liable in any way and the sole responsibility will be of the firm.

15. The requirements connected to the contract, including formats of the bids, terms and conditions of the contract, etc. are enclosed to this Tender Invitation, as per the following details:

S. No.	Particulars	
1.	Letter of Invitation	ANNEXURE-I
2.	Instruction to Bidders	ANNEXURE-II
3.	Checklist for Technical Bid Evaluation	ANNEXURE-III
4.	Certificate to be given as part of Technical Bid	ANNEXURE-IV
5.	Financial Bid	ANNEXURE- V
6.	Draft Agreement	ANNEXURE- VI
7.	Form of Bid Security Declaration	ANNEXURE-VII

16. The entire tender document including all Annexure, except the Financial Bid in Annexure VI, will be part of the Technical Bid which also must contain the scanned copy of DD of cost of the tender document and all other requisite documents called for in the tender. Both bids (technical and financial) are to be uploaded on CPP Portal ([www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)). Special instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal can be downloaded from CPP Portal ([www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)).

Sd/-  
Joint Director



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From \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To,

The Joint Director,  
ICAR Research Complex for NEH Region,  
Tripura Centre, Lembucherra  
Tripura-799210

Sir,

I/ We have read all the particulars regarding the General Information and other terms and conditions of the contract for **OUTSOURCING OF THE MISCELLANEOUS AGRICULTURAL AND ALLIED WORK AT ICAR TRIPURA CENTRE MAIN CAMPUS, COCOTILLA FARM, KVK WEST TRIPURA AND KVK SOUTH TRIPURA AND OTHER OFF-CAMPUS SITES** 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 6 months. The rates quoted will be valid for a period of 6 months/one year in the event of award of the Contract.

I/ We shall be bound by a communication 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 \_\_\_\_\_.

I/We have carefully read the terms and conditions of the Tender and we 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,

Signed & Sealed by the Tenderer



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**E- TENDER FOR OUTSOURCING OF OUTSOURCING OF THE MISCELLANEOUS AGRICULTURAL AND ALLIED WORK AT ICAR TRIPURA CENTRE MAIN CAMPUS, COCOTILLA FARM, KVK WEST TRIPURA AND KVK SOUTH TRIPURA AND OTHER OFF-CAMPUS SITES**

Full Name & Address of the Tenderer :.....

Post Box No., if any :

Telephone No. :.....

Mobile No. :.....

E-mail address :.....

Any other relevant Information .....

.....

.....

.....

**EVERY PAGE SO ATTACHED WITH THIS TENDER BEARS MY SIGNATURE AND THE OFFICE SEAL.**

Dated: Signature & Seal of the Tenderer

Name of Witness :..... Telephone No (Office) :

Address :..... Telephone No (Residence) :

Occupation :..... Mobile :

Signature of Witness :

Mobile :





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## ANNEXURE-II

### INSTRUCTIONS TO BIDDERS

The Joint Director, ICAR Research Complex for NEH Region, Tripura Centre reserves the right to reject any or all tenders in whole part without assigning any reason therefore. The decision of the Joint Director, ICAR Research Complex for NEH Region, Tripura Centre shall be final and binding on the contractor/ agency in respect of any clause covered under the Contract.

1. The staff provided should also maintain secrecy and discipline in the premises of Institute.
2. The contractor shall keep complaint register with his supervisors and shall be open to verification by the authorised officer of ICAR for the purpose. All complaints should be immediately attended to by the Agency.
3. The contractor shall not sublet the work.
4. The person so provided by the agency under this contract will not be the employee of the Council and there will be no employer-employee relationship between the Institute and the person engaged by the contractor in the aforesaid services.
5. Payment for service contract will be made monthly upon submission of pre receipted bill. Labour contract bill should be submitted in proper format, and numbered with identification serial. Details of the firm should be indicated on top for information with identity. Registration No. of firm, TIN No. etc should be indicated in the bills enclosing copies of it as supporting documents.
6. No request for alteration in the rates once quoted will be permitted within one year.
7. The ICAR Research Complex for NEH Region, Tripura Centre shall not bear any extra charge on any account whatsoever i.e. EPF, ESIC contribution, , OTA etc.

The contract is subject to the condition that the Tenderer will comply with all the laws and acts of Central Govt./State Govt. relating to this contract made applicable from time to time.

**8. Risk Clause:** ICAR Research Complex for NEH Region, Tripura Centre 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 expenditure incurred on account of this can be recovered from SD or pending bill or by raising a separate claim.

9. Any other terms/ conditions as decided by the Joint Director ICAR Research Complex for NEH Region, Tripura Centre, for time to time depending upon the requirements/ change in policies etc. and that shall be binding on the Tender.

Sd/-  
Joint Director



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## Details of the Last 3years' experience/ work done

Sl No	Name of the Deptt./ Organisation & Name of Contact Person with Ph.No.	Period		No. of labourers supplied	Remarks
		From	To		

(Authorised Signatory)



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## ANNEXURE- III

### Checklist for Technical Bid Evaluation

SL. No	Documents Strictly as per details below	To be filled by Bidder	Page number
1.	SCHEDULE TO TENDERS (Prescribed format on next page)		
2.	Registration certificate of the firm under the work contract of the Central Government / State Government of Tripura. The contractor/firm must have a valid registration with the contract labour (Regulation & abolition) Act, for providing such services.		
3.	Certified Balance Sheet of the firm for last 3 financial years with minimum turnover not less than Rs. 50.00 lakhs, by the Chartered Accountant/ Authorized body		
4.	Last three financial years' experience of the firm in the field of providing such services in Government (central/State), PSUs, Autonomous Institutions under Central or State Govt. including ICAR institutes. Provide the details in a tabular form		
5.	Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last 3 financial years		
6.	Employee EPF registration certificate issued by Govt. of India/State Government of Tripura etc.		
7.	Employee ESI registration certificate issued by Govt. of India/State Government of Tripura.		
8.	Self-attested copy of ESI/EPF payment certificate for last 3 financial years		
9.	Workers registration under ESI & EPF		
10.	The firm must have certificate of / number issued by the Government.		
11.	Bid Security Declaration		

Note: (1) Scanned of all necessary document duly self-attested must be uploaded for the purpose of Technical Evaluation.

(2) The conditions for minimum turnover of 50 lakhs for last three years and minimum three years' experience will not be applicable in case of start-ups on submission of relevant documents.



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## SCHEDULE TO TENDERS

1. Name of the Firm/Agency
2. Full address with Post Box No  
And Telephone No. if any
3. Constitution of the Firm/ Agency (Attached copy)  
Indian Companies Act, 1956 Indian Partnership  
Act, 1932 (Please give names 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.
5. 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.
  - i) If the answer to above is in 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 partners.
5. Name and Full Address of your Bankers
6. Your Permanent Income Tax Account No./Circle/Ward
7. Any other relevant information regarding Banker's
8. Name and Address of the firm's representative and whether the firm would be representing  
at the opening of the Tenders.
9. Name of the Permanent Representative to be visiting ICAR office regarding the contract.

Date:

Place:

*AUTHORISED SIGNATORY*



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## ANNEXURE-IV

### CERTIFICATE TO BE GIVEN ON LETTER HEAD AS PART OF TECHNICAL BID

To  
**The Joint Director**  
**ICAR Tripura Centre,**  
**Lembucherra, Tripura-799210**

Sir,

It is confirmed that I/we have fully understood the work requirements for “Job work / service contract for outsourcing **MISCELLANEOUS AGRICULTURAL AND ALLIED WORK** at **ICAR Tripura Centre, Cocotilla farm, KVK West Tripura, KVK South Tripura and other off campus sites.**

1. I/We have understood the total quantum of work by going through the tender document and/by visiting the campuses (whichever is applicable) (**ICAR Tripura Centre, Cocotilla farm, KVK West Tripura, KVK South Tripura and other off campus sites**). I/We gathered all information needed to understand the requirement of this service contract as per the given details in the prescribed Annexure of the Tender documents.
2. I/We have hereby agree to the Terms and Conditions of the Contract as detailed in the tender documents and if given an opportunity to provide services, then agree to execute an agreement as per prescribed proforma given in **Annexure VI**.
3. I/We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
4. I/ We undertake that there is not any legal suit/criminal case pending against our firm for violation of EPF/ESI, Minimum wages Act or other laws. And there is no criminal/ legal suit pending or contemplated against us.
5. I/ We are not blacklisted by any Government organization in the field of providing contractual services.
6. We also understand that the contract is liable to be cancelled if found to be obtained through fraudulent means or by concealment of information/ facts.  
This offer is made to be valid for acceptance by ICAR TRIPURA CENTRE within 90 days from the date of opening of the technical bid.

**(Signature of authorized representative of the firm)**

**Stamp/Seal of the firm**



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## Financial Bid

### ANNEXURE-V

To,  
The Joint Director  
ICAR Research Complex for NEH Region,  
Tripura centre, Lembucherra  
Dist. West Tripura  
Tripura: 799210

Sir,

I/We wish to submit our Tenders for THE JOB WORK/CONTRACT FOR PROVIDING MANPOWER SERVICES on the following rates.

Sl No	Particulars	Per man-Month
<b>Part-A</b>		
1.	<b>Unskilled</b> (General cleanliness/ upkeep of office/ agricultural field labour)	
2.	<b>Semi-skilled</b> (Other non-clerical works/ mali from time to time as per requirements)	
3.	<b>Skilled</b> (To assist in day to day work in office including typing)	
4.	<b>Highly skilled</b> (Data entry and other computer related works including typing)/ driving	
5.	Monthly commission/handling charges for the job work contract for providing manpower services (highly skilled/skilled/semi-skilled/unskilled labourers) for various farm operations/laboratory work/driving/office/dispensary works etc. in accordance with the requirement/ Services and, as per the terms and conditions specified in the Tender including all labour /supervision/ responsibility etc. (Per month /Per labor).	Rs. in figure & words

\* 1 man month = 30 days

I/We agree to forfeit of our 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/document.

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

Name & Address of the Firm : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Mobile No : \_\_\_\_\_

Sign & Seal of the authorized signatory : \_\_\_\_\_



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## ANNEXURE – VI

### DRAFT AGREEMENT

This agreement is made at Lembucherra, Tripura on (Date.....), 2021 between.. . . . . (ICAR TRIPURA CENTRE) having office as **ICAR-Tripura Centre, Cocotilla farm, KVK West Tripura, KVK South Tripura and other off campus sites**, through the Joint Director, ICAR TRIPURA CENTRE which term shall include its successors, assignees etc. on the first part and (name & address of the firm), hereinafter called the Firm which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the ICAR TRIPURA CENTRE invited open tender from reputed firms with experience & financial capability for providing **MISCELLANEOUS AGRICULTURAL AND ALLIED WORK AT ICAR TRIPURA CENTRE MAIN CAMPUS, COCOTILLA FARM, KVK WEST TRIPURA AND KVK SOUTH TRIPURA AND OTHER OFF-CAMPUS SITES** And whereas the ICAR TRIPURA CENTRE has decided to assign the annual Job work / service contract for providing **MISCELLANEOUS AGRICULTURAL AND ALLIED WORK AT ICAR TRIPURA CENTRE MAIN CAMPUS, Cocotilla farm, KVK West Tripura, KVK South Tripura and other off campus sites** to the firm M/s .....on the terms and conditions hereinafter contained.

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

1. This agreement shall come into force w.e.f. (date) ..... and will remain in force for a period for one year but can be terminated by Joint Director, ICAR TRIPURA CENTRE, Lembucherra by giving one calendar months' notice in writing of its intentions to terminate the Agreement.
2. The contract will be initially for a period of one year extendable for a further period of one year (total two years) on year to year basis, subject to satisfactory performance of the firm and its willingness to continue on mutually agreed terms. The firm shall be responsible for outsourcing of **MISCELLANEOUS AGRICULTURAL AND ALLIED WORK AT ICAR TRIPURA CENTRE MAIN CAMPUS, COCOTILLA FARM, KVK WEST TRIPURA AND KVK SOUTH TRIPURA AND OTHER OFF-CAMPUS SITES**.
3. The firm will provide full particulars of every worker/personnel deployed by it for providing the services and get their character and antecedents verified from the Police Authorities.
4. Each worker has to be provided proper uniform, accessories and identity card.
5. All personnel deployed at premises shall all times and for all purpose be deemed to be employee of the firm and the ICAR TRIPURA CENTRE shall have no liability on this account in any manner.
6. That the firm shall ensure that all persons deployed at **ICAR Tripura Centre, Cocotilla farm, KVK West Tripura, KVK South Tripura and other off campus sites** are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed. Antecedent verification has to be done for each worker from the police station.



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7. The Joint Director, ICAR TRIPURA CENTRE or duly authorized officer in this behalf shall have the right to ask for the removal from the **ICAR Tripura Centre, Cocotilla farm, KVK West Tripura, KVK South Tripura and other off campus sites** any personnel considered by the ICAR TRIPURA CENTRE to be incompetent, disorderly or any other reason which need not be communicated to the firm and such person shall not again be deployed without the consent of the ICAR TRIPURA CENTRE.

8. No extra wages will be paid by ICAR for weekends and holidays.

9. That ICAR TRIPURA CENTRE shall pay monthly consolidated charges for Rs. .... (Rupees.....only) for the Job work / services contract for outsourcing of MISCELLANEOUS AGRICULTURAL AND ALLIED WORK at ICAR Tripura centre, Cocotilla farm, KVK West Tripura, KVK South Tripura and other off campus sites.

10. This payment includes all statutory payment/ charges such as ESI and EPF and other charges. Separate bills will be submitted by the agency/firm for each section/site.

11. The manpower deployed by the firm shall render the services on job contract basis on all days of the month as per the work specified in Annexure II. There will be no separate payment for three national Holidays i.e Republic Day, Independence Day and Gandhi Jayanti and the same is to be included in the monthly charge claim in the tender by the Contractor. The persons deployed on duty shall be available in the premises throughout the working hours.

12. The firm shall be responsible for making timely payment of due wages to the workers employed, depositing of EPF and ESI contribution with concerned authorities through ECR. A copy of ESI Challan and ECR indicating name of the workers with their EPF contribution will be submitted by the firm to the ICAR TRIPURA CENTRE, as proof. If any complaint is received with regard to these matters, the action will be taken against the firm and concerned authorities will be asked to take legal action against the firm.

13. The payment will be released by ICAR TRIPURA CENTRE subject to satisfactory performance of contracted job / works/ services to be certified by the concerned section incharge.

14. Copies of the documents (i) deposit challan along with list of persons showing deposit of ESI, EPF with the concerned agencies (ii) Monthly progress report have to be compulsorily be deposited with the bill.

15. The deduction of income tax (TDS) from the bills of the firm will be made at source as per law & rates applicable from time to time.

16. In case of dispute between the parties, the matter shall be referred to the Joint Director, ICAR TRIPURA CENTRE. The decision of the Joint Director, ICAR TRIPURA CENTRE shall be final and binding in any respect of any dispute between the parties.

17. The firm shall issue uniforms and identity cards to all their employees engaged, which they shall wear while on duty.





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18. In case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Joint Director, ICAR TRIPURA CENTRE shall have power to terminate the contract.

19. The firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract Labour (Regulation & Abolition) Act, 1970, Workmen's Compensation Act, E.P.F. & M.P. Act, and ESI Act etc. Firm agrees to indemnify and keep indemnified the ICAR TRIPURA CENTRE on account of any failure to comply with the obligations under various laws or damage to ICAR TRIPURA CENTRE due to acts/ omissions of firm.

20. Minimum wages shall be paid to the workers by the firm at the rate fixed by Govt. of Tripura/ Govt of India from time to time as per the minimum wages Act. The firm shall also pay all such benefits to its employees as envisaged under various Acts and laws like ESIC Act, EPF & MP Act. Payment of Bonus Act, Taxes etc. The firm shall also ensure compliance of all laws applicable and / or to be made applicable and ICAR TRIPURA CENTRE shall not be liable for the same and the firm agrees to indemnify ICAR TRIPURA CENTRE in all respects thereof. The firm shall provide an undertaking as every month for compliance of the provision of Contract Labour Act/ Rule and other Law applicable along with the monthly bill.

21. It is also agreed that under no circumstances the employees/ workmen of the firm shall be treated, regarded or considered or deemed to be treated as the employees of the ICAR TRIPURA CENTRE and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ICAR TRIPURA CENTRE, against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/ workmen shall have no claim to absorption/ regularization and financial benefits etc. that are admissible to regular employees in the office of ICAR TRIPURA CENTRE.

22. In case of any loss or damage to the property of the ICAR TRIPURA CENTRE which is attributable to the firm, the full damages will be recovered from the firm.

23. The firm shall not transfer or sub-contract this work order/contract to any person/firm. If the firm appoint any sub-contractor to carry out any obligation under the contract, under such a case the agreement will be declared as void & such a contractor will be taken as breach of contract & resultantly security deposit shall be forfeited & contract shall be terminated.

24. The firm or its workers shall not misuse the premises for any purpose other than for which contract is awarded.

25. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligently and honestly. Any misconduct/ misbehaviour on the part of the manpower deployed by the firm will not be tolerated and such person(s) will have to be replaced immediately.

26. In case of any accident/ loss of life of the workers during discharging duties, if any compensation is awarded, the same shall be borne by the firm.

27. There will be surprise checking by an Officer of ICAR Tripura centre Lembucherra. Shortcomings, if any, pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.



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28. The firm shall provide a coordinator/supervisor for immediate interaction with the ICAR TRIPURA CENTRE without any extra remuneration.

29. The terms and conditions as stipulated in the tender documents and work order shall be part of this agreement.

30. **Liquidated damages clause:** That the contractor shall be responsible for the faithful compliance of the work award order. Any breach or failure to perform the same may result in termination of the work order and forfeiture of the security deposit.

(i) Whenever and 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 ICAR TRIPURA CENTRE and if no action is taken or no progress is noticed within stipulated time (24 hours), liquidated damage clause will be invoked. An amount of **Rs. 5000/-** will be deducted from its monthly bill as liquidated damages.

(ii) In case of damage to any property, equipment, assets etc. of ICAR Tripura centre and other sites mentioned above attribute to the personnel engaged by the firm, the full purchase price of the equipment/asset/property will be recovered from the firm.

Name & Signature of Witness 1 :

Address :

(Authorized Signatory)

on behalf of the firm

Name & Signature of Witness 2 :

(Authorized Signatory)

Joint Director, ICAR, Tripura Centre



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## ANNEXURE-VII

### FORM OF BID-SECURING DECLARATION

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_ To (insert complete name and address  
of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because

(a) I/We) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity:

(i) fail or reuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

(i) the receipt of your notification of the name of the successful Bidder; or

(ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing) Corporate Seal (where appropriate)



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## OTHER INSTRUCTIONS TO THE BIDDERS

1. The Tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and contract.
2. Tenderers/bidders are requested to visit the website <http://eprocure.gov.in/eprocure/app> and [tripuraicar.nic.in](http://tripuraicar.nic.in) regularly. Any changes /modifications in tender enquiry will be intimated by corrigendum through this websites only.
3. Tenderers should submit all the required documents on CPPP as detailed below:
  - a) Self-attested copy of Registration / incorporation certificate of the Agency / firm from appropriate authority.
  - b) Self-attested copy of certificate of registration issued by the Govt. of India
  - c) Self-attested copy of Pan Card
  - d) Self-attested copy of the last three financial years' experience of the firm in the field of providing such services in Central Government establishments/ Autonomous bodies of Government of India / Corporations of Government of India/reputed public or private organizations
  - e) Scanned and signed copy of Bid Securing Declaration as per the instructions specified in the tender document.
  - f) Self-attested copy of Self declaration of NON-BLACKLISTING
  - g) Self-attested copy of Employee EPF registration certificate/exemption document (if not applicable) from the concerned authority
  - h) Self-attested copy of Employee ESI registration certificate /exemption document (if not applicable) for non-covered area from the concerned authority,
  - i) Self-attested copy of Documentary proof of ESI & EPF registration.
  - j) The agency should enclose self-attested copy of license, issued by the Labour Commission Govt. of India / State Govt. under contract labour act (Regulation and Abolition) Act, 1970.
  - k) Self-attested copy of Bank details (Mandate Form)
  - l) Self-attested copy Income Tax Return of the firm of the last three Financial Years.
  - m) Self-attested copy of the "Declaration for Genuineness of documents".
5. The Service Charge should be quoted / mentioned as per BoQ uploaded on the CPP Portal.
6. The Service Charge inclusive of all shall be valid for the period of contract. No request for alteration in the Service Charge, once quoted and accepted by the Institute will be entertained within the period of contract.
7. The contract can be extended for a further period of One (01) more years subject to satisfactory performance of the firm and discretion of the Director, ICAR R.C. for NEHR Umiam, Meghalaya.
8. The agencies are advised to submit their tender after physical inspection of the sites (on any working day between 11 am to 1 pm), a very detailed assessment/requirement of manpower for providing the above services **ICAR Tripura Centre, Cocotilla farm, KVK West Tripura, KVK South Tripura and other off campus sites.**

However, the tenderer should quote the rate for each work in respect of all the services covered under this contract. In case the rate of any of the item is left out in the schedule, the tender will be rejected.



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The Institute will pay minimum basic wage (Agriculture rate) + VDA as fixed by Chief Labour Commissioner (Central), Ministry of Labour, Government of India and EPF & ESI rates as fixed by the Government of India for rate of items under SI No 140 to 149 in the BOQ.

9. Successful tenderer will have to enter into a detailed contract agreement with Institute on non-judicial stamp paper of ` 100/-

10. In accordance with O.M No. 29(1)/2014-PPD dated 28-01-2014 of Department of Expenditure, Ministry of Finance, bids quoting 'NIL' service charges shall be treated as unresponsive and will not be considered.

**Sd/-**  
**Joint Director**