



ICAR-National Bureau of Soil Survey & Land Use Planning
Ministry of Agriculture and Farmers Welfare, Govt.ofIndia
Regional Centre, Jamuguri Road, P.O. Borbheta, Rowriah, Jorhat-785004



F No. Con. Labour/2022-23/Skilled/245

Dated: 26-04-2023

NOTICE INVITING TENDER

Online Tenders are invited under two bids system from the reputed firms on behalf of Head, ICAR-NBSS&LUP, Regional Centre, Jorhat to award the contract of manpower supply at ICAR-NBSS&LUP office premises and Guest house at Rowriah, Jorhat. The details are given below:

Name of the Work	Annual Contract for Providing Skilled and Un-skilled manpower for Physical and Chemical Laboratory, RS&GIS, Admin. Section and other works- garden maintenance, plumbing, electrician and soil grinding, sweeping etc. at the ICAR-NBSS&LUP, Regional Centre, Jorhat.
EMD	As per GeM clause.
Performance Security Deposit	As per GeM Rule.
Period of contract	One year/ Extendable upto one more year on Satisfactory performance (1 year+1year)

Uday Saitie

Head, ICAR-NBSS&LUP, Regional Centre, Jorhat

Annexure-I

Critical Data Sheet

Tender No	GEM/2023/B/3383570
Name of the 'Organization'	National Bureau of Soil Survey & Land Use Planning, Regional Centre, Jorhat
EMD MSME/Startup	For MSME/Startup EMD-Nil
Bid Submission Start Date and Time	26-04-2023 12:01 PM
Bid Submission End Date and Time	06-05-2023 13:00 PM
Date of opening of Bid	06-05-2023 13:30:00
Address for Communication	The Head, ICAR – National Bureau of Soil Survey & Land Use Planning, Jamuguri Road, P.O. Barbheta, Rowriah, Jorhat-785004.
Website	https://nbsslup.icar.gov.in/

Uday Saha

Head, ICAR-NBSS&LUP, Regional Centre, Jorhat.

Schedule-I

The Firms are also required to upload copies of the following documents:-

TECHNICAL:

1. Scanned Copy of the Registration certificate of the firm under the work contract of the Appropriate Authority. [Registration under Shop & Establishment Act 1948 (Assam)/the Companies Act, 2013/or any other Act.]
2. For Partnership firms it must be registered under the Indian Partnership Act, 1932. For any disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender. 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.
3. Scanned copy of last 3 years experience certificate/work order of the firm in the field of providing Skilled, and Un-skilled manpower services in Govt. establishments (Central/State) /Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public organizations. Provide the details in tabular form.
4. Scanned copy of Income Tax Return (ITR) for the last three years.
5. Scanned Copy of Certified Balance Sheet of the firm for last three years by the Chartered Accountant.
6. Scanned Copy of Employee EPF registration certificate and scanned copy of Employee ESI registration certificate or Workmen Compensation (WC) Certificate whichever is applicable.
7. Scanned copy of EPF/ESIC challan for the preceding three months excluding the month of publication of the tender (Minimum 25workers are required for further qualification)
8. Scanned copy of PANCARD.
9. Scanned copy of GSTIN no. and registration certificate. Please attach copy of challans for the preceding three months excluding the month of publication of the tender
10. Bank Solvency/Haisiyat certificate of **Rs. 5,00,000/-**.
11. Copy of labour license under contract labour (R&A) Act, 1970, if any available. **Note: This license will has to be obtained by the firm within 15 days in respect of this institute after accepting the work-order.**
12. Please state whether the firm has any legal suit/criminal cases are pending for violation of EPF /ESI, minimum wages act or other law. The firm must enclose certificate indicated that there is no criminal/legal suit pending is contemplated against them.

All necessary documents in support of the details for Sl. No. 1 to 12 must accompany the technical bid. The bid is liable to be rejected in case documents are not uploaded. Documents will be considered incomplete, in case any certification / registration has already expired but is yet to be renewed. Only essential and necessary valid documents are to be uploaded in the technical bid. Please avoid uploading extraneous and irrelevant documents.

The firms/bidders must submit a documentary proof-stating place of its Headquarter and/or regional offices are based in and around Jorhat.

Uday Saha

Sd/-Head, ICAR-NBSS&LUP, Regional Centre, Jorhat

FINANCIAL BID:

1. The commission/service charges must be quoted in whole number. Any quotation in decimal, fraction will automatically disqualify the bid/rejected.
2. In case of more than one successful lowest bidder (L-1), the work / contract will be awarded to the firm, which will be selected automatically based on 'L1' selection option available in GEM.

Special Terms & Conditions of the contract:

1. The deduction of Income tax (TDS) from the bills of the firm will be made at source as per rate applicable from time to time.
2. The online bidding document should be submitted online on GeM within the stipulated date and time.
3. The tender documents may also be downloaded from this office website <https://nbsslup.icar.gov.in/>(Tender Notice).
4. Bidders/ tenderers are requested to visit the website <https://nbsslup.icar.gov.in/>and GeM regularly. Any changes/modifications in tender enquiry will be intimated by Corrigendum through this website only.
5. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The ICAR - NBSS & LUP reserves the right to accept or reject any or all the tenders.
6. Financial Bid will be opened only of those firms who qualify the technical bid.
7. In accordance with O. M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.
8. The Bid Security will be forfeited under the following conditions:-
 - (i). If any stage, any of the information/declaration given by the bidder is found false.
 - (ii). If a bidder withdraws his bid during the period of bid validity specified in terms and conditions of tender.
 - (iii). In case of any lapse/default in honoring of terms and conditions at any stage after submitting the tender.
 - (iv). In case of final selection of bidder, if it fails to enter in to the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.



Head, ICAR-NBSS&LUP, Regional Centre, Jorhat

REQUEST FOR PROPOSAL (RFP)

1.	Skilled (6 Nos.)	Labour: Laboratory Asstt., Office Asstt., Electrician, Plumber, Cook cum bearer, caretaker (Guest House) and any other categories by whatever name called which are of Skilled nature.	Qualification: Class 10 th standard/or equivalent passed. Experience in relevant field for at least one year.
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Note: Number of manpower may be increased or decreased as per day to day functional need of the regional station and as per ICAR/GOI rules or instruction.

Uday Saini

Head, ICAR-NBSS&LUP, Regional Centre, Jorhat

IMPORTANT TERMS & CONDITIONS FOR THE CONTRACT AND SCOPE OF WORK. THESE TERMS & CONDITIONS WILL BE INTEGRAL PART AND PARCEL OF THE AGREEMENT:

1. The selected agency shall provide manpower in Office as well as Guest House at ICAR-NBSS&LUP, Regional Centre, Jorhat. The agency shall employ good and reliable persons with robust health and clean record antecedent duly verified by the police department preferably within the age group of 18 to 50 years to carry out the service contract. In case, any of the personnel so engaged by the agency is not found suitable, ICAR-NBSS & LUP shall have the right to ask for its replacement without giving any reason thereof and the agency shall receipt of a written communication in this regard, will have to replace such person(s) immediately. If the contractor wants to change personnel deputed at our Centre, the Contractor should communicate our office first in written with proper reason, and then with the consent of Competent Authority the Contractor may change the concerned person/s.
2. Technical Evaluation: Before financial evaluation the bids shall be screened for eligibility for technical on the following basis (1) signature on each page of tender documents (2) duly filled in checklist along with the page no. (3) Supporting documents in support of checklist. If any of discrepancy found at this screening stage the bids shall summarily be rejected.
3. The manpower services are to be provided as detailed in RFP (Annexure-III). The firm has to provide full detail of the workmen along with their contact numbers for easy access.
4. The noncompliance of schedule of work in respect of performance to the satisfaction of concerned In-charge/Competent Authority of ICAR-NBSS&LUP, Jorhat may attract the penalty of deduction of payment worked out on pro-rata basis from the monthly charges for the portion of services completed after scheduled time.
5. All the manpower deployed by the firm has to present on all the working days.
6. The personnel engaged by the agency for this job contract will not be an employee of the ICAR-NBSS&LUP and there will be no employer-employee relationship between the ICAR-NBSS&LUP and the personnel so engaged by the contractor.
7. The agency shall be wholly responsible for making payment of monthly salaries and other admissible allowances to the personnel under Minimum Wages Act and Contract Regulation and Abolition Act, 1970 & 1971, the ICAR-NBSS&LUP, Jorhat shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel.
8. The Security Money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/damage, if any, sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
9. The rates quoted shall include the cost of material, labour, T& Petc. as required for the completion of work.

Uday Saitie

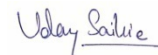
Head, ICAR-NBSS&LUP, Regional Centre, Jorhat

10. The quoted rates shall be inclusive of all taxes, duties, GST etc. as applicable and no extra charges shall be payable on this account.
11. TDS as per rules shall be deducted from the bills of the contractor. The agency must enclose copy of PAN No. supported by copy of PAN Card of the company.
12. Payment will be released on monthly arrear basis after receiving the bills in triplicate and certification by In-charge/concern authorized person.
13. Since there may be delay in releasing payment by ICAR- NBSS&LUP, the Agency due to contingencies payment of wages to the man power by the agency should not be linked with receiving of payment from ICAR-NBSS&LUP and the contractor/agency shall pay the **minimum wage as per Central Government** rate to his staff deployed/engaged at ICAR-NBSS&LUP by 7th of every month by bank transfer **only**.
14. The quotation submitted by the agency should remain valid for period of **90 days** from the date of opening of tenders.
15. Tenderer shall be responsible for strict compliance of all rules and regulations which is already enforced or which may be enforced from time to time by the appropriate authority.
16. The tenderer must visit the site and shall satisfy him as per conditions under which the work is to be performed. He shall also check and ascertain the locations of any existing system or equipment or any other situation, which may affect the work. No extra claim for ignorance of on the ground of insufficient description will be allowed at a later date.
17. In case of non-satisfactory service, ICAR-NBSS&LUP authority may impose penalty (financial or other) as deemed fit and ICAR-NBSS & LUP decision to this effect shall be final and binding on the contractor.
18. The contractor will work in close cooperation and coordination with other agencies working at site.
19. ICAR-NBSS&LUP will not provide any mode of transport in respect of men or material required for the contract.
20. The contractor shall ensure that either he or his representative is available for proper administration and supervision at the workplace.
21. In case of any damage or loss to the ICAR-NBSS&LUP property or material directly or indirectly by the contractor's personnel, the contractor shall be held fully responsible, and the ICAR-NBSS&LUP shall be entitled to deduct appropriate amount with penalty from contract fees payable to the contractor. The amount of loss or damage as determined by the NBSS&LUP authority shall be final and binding on the contractor.
22. The contractor will be solely and exclusively responsible to adhere all the statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by and statutory authority with regard to safe, labour laws or other prevalent laws.

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Head, ICAR-NBSS&LUP, Regional Centre, Jorhat

23. The contractor shall indemnify at all times and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever including but not limited to property loss and damage, personal accident, injury or death of / or property or person of any sub-contract and or the servants or agents of the contractor any sub-contractor (S) and/or the owner and the contractor shall be at his own cost and initiative at all times, maintain all liabilities under Workmen's Compensation Act/Fatal Accident Act, Personal injuries, Insurance Act and/or their Industrial Legislation from time to time in force.
24. The Experience certificate/work completion certificate is to be submitted with the tender documents.
25. No payment shall be made in advance.
26. The Technical Bid should contain Earnest Money Deposit (EMD) of appropriate value as mentioned above in the form of bank Demand Draft/ Banker's cheque in favour of DDO, NBSS&LUP payable at Jorhat or exemption if any without which the tender shall be summarily rejected. EMD of tendering parties, whose tenders are not accepted, shall be refunded without interest, within 60 days of opening of tenders.
27. The EMD is liable to be forfeited if the successful tenderer does not accept the contract within the period of validity of the tender.
28. The contractor shall not sublet the contract or any part thereof to any other party.
29. The Director, ICAR-NBSS&LUP, Nagpur reserves the right to cancel/terminate the contract at any time during the contract after giving one month notice to the contractor.
30. Even after qualifying the technical bid, the financial bid may not be accepted if found not in order at the sole discretion of Director, ICAR- NBSS&LUP, Nagpur.
31. The Contract is initially valid for ONE YEAR and may be extended by one more year based on satisfactory performance of the farm. It can be withheld/ curtailed due to any reasons by either side by giving one month prior notice.
32. ICAR-NBSS&LUP, Jorhat reserves the right to accept or reject any or all the tender in part or whole or may cancel without assigning any reason thereof. No correspondence in this regard will be entertained.
33. The job of minor shifting of furniture items and other items will also be done by the personnel engaged by the contractor for the referred job as and when required and no extra amount shall be paid by the ICAR-NBSS & LUP to the Contractor for this work.



Head, ICAR-NBSS&LUP, Regional Centre, Jorhat

34. Each of the manpower deployed will carry **Identity Card issued by the agencies**, and will maintain a smart turn-out.
35. The personnel provided shall be under the direct control and supervision of the Contractor/Agency. However, the contractor shall comply with the oral and written instructions given on day-to-day basis, by the officer(s) authorized by the NBSS&LUP from time to time.
36. The rates to be quoted shall include cost of each and every item including transportation cost, manpower cost and taxes etc. The ICAR-NBSS&LUP shall not bear any extra charge on any account whatsoever i.e EPF & ESI contribution, OTA etc. Wages to be paid to the contractual manpower will be as per minimum wages act. Contractor will be reimbursed for the work as per the rates detailed. Bids quoting '**NIL**' **Service charges**/consideration shall be treated as irresponsible and will not be considered.
37. Successful firm will have to enter into a detailed contract agreement with NBSS&LUP on non-judicial stamp paper of **Rs.100/- (Rupees One hundred only)** or applicable as per the rule.
38. That the number of manpower services will be purely need based. Therefore, the number of Contractor's worker may be increased or decreased as per requirement. The Director, ICAR-NBSS&LUP, Nagpur will be under no obligation to engage any specific number of Contractor's worker during the period of contract.
39. The ICAR-NBSS & LUP shall reimburse the amount of GST deposited by the contractor with the appropriate authorities. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.
40. That for any increase in the minimum wage specified by the appropriate government, corresponding percentage increase in the agreed wage or any other payment depending upon such wage will be applicable from the date of such order for increase in minimum wage by the government.
41. That the contractor shall make payment of wages, etc., to the persons so deployed in the presence of representative of the ICAR-NBSS&LUP, Jorhat and shall on demand furnish copies of wage register etc. to ICAR-NBSS&LUP for having paid all the dues to the persons deployed by him for the work under the contract. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws having regards to the duties of ICAR-NBSS&LUP in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employment, in section and submission periodical returns.
42. The Contractors taking part in this tender process must be registered with the EPF & ESIC authorities. In support of this, a copy of the EPF and ESIC registration Certificate shall be submitted along with the Tender without which the tender/offer will not be considered. It shall be the responsibility of the contractor to deposit the amount of ESI & EPF contributions towards the persons deployed at ICAR-NBSS&LUP under the contract to the concerned authorities on regular/monthly basis in the local bank authorized for this purpose within the stipulated time as prescribed under the rule.

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43. As other factors like, ESIC, EPF, GST, Minimum Wages are constant as per Govt. rates, the contract will be finalized on the basis of least Service Charges quoted by the Contractors.

44. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of NBSS&LUP and ensure that no such person shall create any disruption/hindrance/problem of any nature in Institute either explicitly or implicitly.

45. That the contractor shall be at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to ICAR-NBSS & LUP and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and/or any other Rules/Regulations and/or statutes that may be applicable to them.

46. Any compensation for disengagement on account of death, disability of any worker deployed at NBSS&LUP, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability.

47. The contractor or workers engaged by him will not be on the pay roll of ICAR-NBSS&LUP/Council and will not be entitled to any benefit as applicable to the employees of ICAR-NBSS&LUP/Council.

48. The contractor should have minimum 03 years (three years) experience of performing job contract in reputed Govt./Semi Govt. Undertaking/University/ICAR Institution establishment preferably as per details given in technical bid schedule-I.

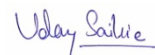
49. LIQUIDATED DAMAGES CLAUSE:

(i) An amount of Rs. 500/- (Rupees Five hundred only) will be levied as liquidated damages per day, whenever and wherever it is found that the work is not up to the mark at any point. It will be brought to the notice of the supervisory staff of the firm by ICAR-NBSS&LUP and if no action is taken within one hour liquidated damages clause will be invoked.

(ii) Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

50. Risk Clause:

ICAR-NBSS & LUP reserves the right to discontinue the job contract at any time, if the works are found unsatisfactory by giving a show-cause notice to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from pending bills or by raising a separate claim".



Head, ICAR-NBSS&LUP, Regional Centre, Jorhat

51. TERMS OF THE CONTRACT

Initially the terms of the contract will be for ONE YEAR and the contract may be renewed or extended for further period of one year on mutually agreed Terms and Conditions subject to satisfactory services provided by the agency. On the expiry of the contract or on its termination, the NBSS & LUP reserves the right to renew the contract on quarterly/half-yearly/yearly basis on the same terms and conditions that may be mutually agreed upon.

52. MODE OF PAYMENT:

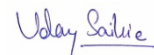
The agency shall submit monthly bills along with copies of GST, ECR, E-Challan for deposition of EPF & ESI contribution for the personnel engaged at the site for the job performed during the preceding month on the first working day. The NBSS&LUP shall make payment by means of RTGS/NEFT (online payment) drawn in favour of the agency, after deducting TDS and Penalty amount if any. Therefore, the firm has to submit full detail of bank along with Bank Account number, TAN number, PAN number, IFSC code of bank branch. However, taxes which are as per the rules of the Govt. of Assam/GOI shall be deducted at source from monthly bills of the successful firm. The agency shall make payment to their employee through bank transfer **only** in the presence of officer nominated by NBSS&LUP, Jorhat. The amount of EPF & ESI deposited by the firm with the concerned statutory authorities w.r.t. manpower engaged for the contracted work shall be reimbursable on monthly basis after production of payment challans by the firm along with certified list of EPF & ESI account nos. of employees deployed for contracted work for whom EPF & ESI deposited under challan submitted for re-imburement by the firm.

53. TERMINATION OF CONTRACT

This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched at the address herein given under registered post. The NBSS&LUP will not have any responsibility towards this for any damage/loss caused and it cannot be challenged in any court of law.

54. LOSS/DAMAGES CLAUSE

In case of any loss or damage done to the property of the ICAR-NBSS&LUP, Regional Centre, Jorhat, by the personnel provided by the agency at the location full damages will be recovered from the Agency and decision of the Competent Authority of ICAR-NBSS&LUP shall be a binding on the agency. Besides, recovering of cost, suitable penalty may also be imposed. In case it is found that the firm repetitively fail to act according to the provisions made herein the contract will be liable to be terminated with imposition of suitable penalty including forfeiture of performance security without any prejudice to other administrative and legal remedies available to the institute in matter.



Head, ICAR-NBSS&LUP, Regional Centre, Jorhat

55. SECURITY DEPOSIT

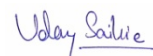
An amount of 3% of total estimated value of work is to be deposited by the **selected/successful firm as performance security deposit through Demand Draft/ Fixed Deposit Receipt (in original) from a Nationalized Bank in favour of ICAR Unit, NBSS&LUP payable at Nagpur** or only after receiving the of the order from the ICAR-NBSS & LUP, Regional Centre Jorhat. In the event of non-deposition of the same, the earnest money will be forfeited. **Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.** No interest will be paid on the security money deposited with the NBSS&LUP.

59. AMENDMENT TO TENDER DOCUMENTS

At any time prior to the deadline for the submission of tenders, the Employer may, correspond for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment. The said amendment in the form of an addendum will be sent to all prospective tenderers who have received the tender documents, to reach them 2 days prior to the deadline for the submission of tenders. This communication will be in writing or by telephone/fax/Email and the same shall be binding upon them and the provisions in such addendum shall take priority over the Invitation to Tender and Tender Documents issued previously. Prospective tenderers should promptly acknowledge receipt thereof by telephone/fax to the Employer. In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, the ICAR-NBSS&LUP or the Employer may, at his discretion, extend the deadline for the submission of tenders.

60. The contractor is advised to do a complete survey on his own of location and buildings and its surrounding area before offering rates.

Incase, of any dispute arising, decision of Director, ICAR-NBSS&LUP, Nagpur will be final and binding.



Head, ICAR-NBSS&LUP, Regional Centre, Jorhat