



# भा०कृ०अनु०प - राष्ट्रीय याक अनुसंधान केन्द्र

ICAR - NATIONAL RESEARCH CENTRE ON YAK

दिरांग-७९०२०२, पश्चिम कामेंग जिला, अरुणाचल प्रदेश, भारत

DIRANG-790101, WEST KAMENG DISTRICT, ARUNACHAL PRADESH, INDIA



File No. 2(27)/17-Admn/ 6150

Dated 19/02/2018

## INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB WORK CONTRACT SPECIALIZED SERVICES AT ICAR-NATIONAL RESEARCH CENTRE ON YAK, DIRANG, WEST KAMENG DISTRICT, ARUNACHAL PRADESH

1. The Tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as liable to be rejected. These instructions shall form the part of the tender and contract.  
**Note:** For Online Bid Submission, as per the directives of Departments of Expenditure, this document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app).
2. Last date for submission of online Bid:- **12/03/2018 up to 05:00 PM.**
3. The Technical Bids will be opened on **15/03/2018 at 10:30 AM**. The date & time for opening of Financial Bids will be notified on the portal. The bidders may regularly check the portal regarding the date of opening of financial bid. In case the above date of opening is holiday in ICAR-NRC on Yak, Dirang, the tenders will be opened on the next working day.
4. The Technical Committee constitute by the Director, ICAR-NRC on Yak, Dirang shall have the right to verify the particulars furnished by the bidder independently.
5. Tender documents can be downloaded from the ICAR-NRC on Yak, Dirang, Arunachal Pradesh website <https://www.nrcy.icar.gov.in> or from the e-Procurement website of Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Bidders should enroll/register in the e-procurement module of Central Public Procurement Portal through the website <https://eprocure.gov.in/eprocure/app> for participating in the bidding process. Bidders should also possess a valid Digital Signature Certificate (DSC) for online submission of bids.
6. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents as mentioned in the bid document should and must be uploaded on-line <http://eprocure.gov.in/eprocure/app>. **The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.**
7. Tenders/bidders are requested to visit website <https://eprocure.gov.in/eprocure/app> regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
8. **Tender Fee:** The interested firms are required to deposit (in original) **Tender Fee of ₹ 1,000/- (Non-refundable)** in the shape of Demand Draft prepared in favour of **ICAR Unit-NRC on Yak, payable at State Bank of India, Dirang (Bank Code: 06010)** and addressed to the **Director, ICAR-National Research Centre on Yak, West Kameng District, Dirang, Arunachal Pradesh-790101** and should be reached at this Institute on or before **12/03/2018 up to 05:00 PM.** The bids/offers without tender fee will be rejected.

9. Earnest Money Deposit (EMD): ₹ 2,00,000.00 (Rupees two lakh) only in the form of Demand Draft/ Banker's Cheque drawn in favour of **ICAR Unit-NRC on Yak, payable at State Bank of India, Dirang (Bank Code: 06010)**. This EMD should be submitted in sealed envelope superscribed as EMD for (Name of the work). Failure to deposit Earnest Money will lead to rejection of tender. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.  
**Note:** Both (tender fee & EMD) envelopes should be placed in another sealed envelope and addressed to: The Director, ICAR-NRC on Yak, Dirang-790101, West Kameng District, Arunachal Pradesh. This envelope having tender fee & EMD should reach **on or before last date & time of submission of online bid i.e. 12/03/2018 up to 05:00 PM.**
10. **Performance Security:** The selected tenderers must deposit Performance Security of ₹ 5,00,000.00 (Rupees five lakhs) only in the shape of Demand Draft/Bank Guarantee payable in favour of the Director, ICAR-NRC on Yak, Dirang, West Kameng District, Arunachal Pradesh, India for supply of transport vehicles as per instructions provided in the office supply order. The bank guarantee should cover the entire contract period of one year duration from the date of supply of vehicle/transportation service.
11. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
12. Director, ICAR-NRC on Yak, reserves the right to reject any tender/bid wholly or partly without assigning any reason.
13. The Institute is not bound to accept the lowest or any other tender and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to Tenders for the whole or any portion to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.
14. Director, Institute 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.
15. Decision of Director, Institute shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitrator proceedings shall be governed by the Arbitrator & Constitution Act, 1996.
16. Acceptance by the Institute will be communicated by Fax/Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the Fax/Telegram, Express letter etc. should be acted upon immediately.
17. Licensee fee will be deducted @ ₹ 150.00 per quarter if quarter provided by the institute.
18. No request for alteration in the rates, once quoted will be entertained within the period of one year. However, rate may be revised with proportionate increase of DA / wages notified by the Ministry from time to time. The minimum rate quoted by the tenderer should be in accordance with the minimum wages of Agricultural Labour as fixed by Chief Labour Commissioner (Central), Ministry of Labour, Govt. of India.
19. Successful tenderer will have to enter into a detailed contract agreement with institute on non-judicial stamp paper of ₹ 500/-

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**Online Bid Submission:**

The online bids (complete in all respect) must be uploaded online in Two Covers as explained below:

Sl No.	Cover-I (Following documents to be provided as PDF file)		File types
	Documents	Content	
01.	<b>Technical Bid</b>	Scanned copy of Tender fee.	PDF
02.		Scanned copy of Bid Security (EMD) / its exemption, if any.	
		Certified scanned copy of EPF/ESI	
04.		Certified scanned copy of registration certificate of the firm under the work contract of the Central Govt./State Govt.	PDF
05.		Certified scanned copy of GST Registration	PDF
06.		Certified scanned copy of Permanent Account Number (PAN)	PDF
07.		Certified scanned copy Income Tax Return (ITR) for last two year.	PDF
08.		Certified scanned copy of solvency certificate from scheduled bank more than ₹ 40.00 lakhs in latter head of Bank	PDF
09.		Satisfactorily /work completion certificate issued by Central Govt. establishment/Autonomous bodies of Govt. of India/Corporations of Govt. of India/reputed public or private organization for the same work.	PDF
10.		Scanned copy of Tender Acceptance letter (Annexure-I).	PDF
11.		Scanned copy of Mandate Form for Bank details (Annexure-II)	PDF
12.		Scanned copy of Certificate about Non-Black Listing (Annexure-III).	PDF
13.		Scanned copy of Check list (Annexure-IV).	PDF
<b>Cover - II</b>			
01.	Financial Bid	Price bid (BOQ) to be filled in XLS format	XLS

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF CONTRACT FOR THE JOB CONTRACT FOR HIRING OF CONTRACTUAL MANPOWER AT ICAR-NRC ON YAK, DIRANG

Scope of Work: the scope of work covers for research and yak the related laboratory works, office and other skilled field work as listed below. The details are listed below:

**Job works contract:**

SI No.	SCOPE WORK	Total Rate per day 8 (Eight) hrs. job (as per Labour Commission © Act. Including other liabilities i.e. EPF, ESI etc.
01.	<b><u>Un-Skilled</u></b> (i) Lab work such as cleaning and washing of glassware/plastic ware. (ii) Movement of file in office/keeping and maintenance of books in library. (iii) Watch and ward for yak (iv) Other office works (v) Vehicle washing	-do-
02.	<b><u>Skilled</u></b> (i) Driver for operation in agriculture field by tractor. (ii) To assist in electric work and power generator. (iii) Carpenter work.	-do-
03.	<b><u>Highly Skilled</u></b> (i) Handling of Laboratory equipments/Machine	-do-

**Specialized workers:**

Sl. No.	Category of workers	Work Description
01	Technical (Field/Farm/Lab.)	Preparation of semen straw for artificial insemination purpose
02	Technical (Driver)	Driving heavy vehicle like truck etc. for institutional works in hilly road
03	Technical (Electrical)	Electrical maintenance works
04	Technical (Computer)	Maintenance of ARIS Cell, preparation of different scientific reports,
05	Pharmacist	Managing human dispensary
06	Account/Office Assistant	Managing accounts and records (pay, TA, LTC, CEA bill, main cash book, income tax, GPF ledger, personal loan, project register etc.) and office Assistant for office management, Estate, Vehicle and purchase, maintaining of records in Files, Register, Typing of sanction orders, Supply orders, noting and drafting maintaining personal record in Files, Service and Typing related to personalø.

**TERMS & CONDITIONS**

1. Changing of supervisor should be intimated to the concerned officer of the Institute.

2. The Director, ICAR-NRC on Yak reserves the right to reject any or all quotation in whole or in part without assigning any reason therefore. The decision of Director, ICAR-NRC on Yak, shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
3. Payment for job contract will be made monthly upon submission of pre-receipted proper bill in all respect, The contractor shall have to submit the following documents along with monthly bill :-
  - i. Monthly bill in triplicate for consolidated monthly payment as pre agreed rates (Amount as pre rate of job contract item + overall service charge) after making payment of the wages to their workers duly certified by the concerned office of ICAR-NRC on Yak, Dirang
  - ii. Preceding proof of payment of wages, ESI, EPF of the labourers engaged etc.
  - iii. Certificate of completion of work duly signed by the Competent Authority or an authorised representative of this office.

Payment will be released as early as possible after submission of the proper bill in all respect through e-payment.

4. The tenderers should indicate only the lump-sum amount inclusive of all the charges i.e wages, ESI, EPF etc. to the engaged labour in respect of all the services covered under this contract. Overall rate of service charge should be quoted separately. No request for alteration in the rates once quoted will be permitted within one (01) year. However, rate may be revised with proportionate increase of DA/Wages notified by the Ministry from time to time.
5. The Institute shall not bear any extra charge on any account whatsoever i.e. EPF contribution, ESI, etc. Proper deposit of EPF, ESI etc. is sole responsibility of the contractor
6. The Agency must ensure that Minimum Labour Wage Act of Govt. of India is not violated while making payment to the persons engaged by him.
7. The manpower provided should also maintain secrecy and discipline in the premises of Institute.
8. The manpower provided should be capable of reading and writing Hindi and English.
9. The Contractor shall keep a complaint register with his supervisor and it shall be open to verification by the authorised officer of the Institute for the propose. All complaints should be immediately attended to by the Agency.
10. The agreement is terminable with one month notice on either side.
11. The contractor shall not sublet the work without prior written permission of ICAR-NRC on Yak.
12. The persons so provided by the agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the contractor in the aforesaid services.
13. The Institute shall not bear any extra charge on any account whatsoever i.e. EPF contribution, ESI, Uniform, Liveries, OTA etc.
14. The contractor will discharge all his legal obligations in respect of the workers/supervisor to be employed/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 and regulations and provisions of laws in force that may be applicable to them from time to time. The Contractor shall indemnify and keep indemnified the Institute 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 Director, ICAR-NRC on Yak shall be final and binding on the contractor.
15. Income Tax will be deducted from the payments due for the work done as per rule.
16. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the contract.
17. 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.
18. Risk Claus: ICAR-NRC on Yak, Dirang reserves the right to discontinue the service at any time, if the service 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 other agency at the risk and cost of current agency and excess expenditure incurred an account of this can be recovered from Security Deposit or pending bills or by rising a separate claim.
19. Payment of employees should be made the contractor latest by 7<sup>th</sup> of the following month and the bill for the same may be submitted to the office for arranging payment.

20. **While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tender estipulate any condition of his own, such conditional tender is liable to be rejected.**
21. For any query/ clarification with respect to the tender shall be approached to: **Contact No. 03780-242259, 242387, Fax No. 03780-242273, Email: [yakdirector@gmail.com](mailto:yakdirector@gmail.com) or [aaonrcy@gmail.com](mailto:aaonrcy@gmail.com).**

#### **LIQUIDATED DAMAGES CLAUSE:**

1. An amount equivalent to two days of contract amount, subject to a minimum of ₹ 500/- will be levied as liquidated damages per dat. Whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by ICAR-NRC on Yak and if no action is taken within one hour liquidated damages clause will be invoked.
2. Any misconduct/misbehaviour on the part of the man power deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

The Director, ICAR-NRC on Yak reserves the right to reject any or all Tenders in whole or in part of without assigning any reasons therefore. The Decision of Director, ICAR-NRC on Yak shall be final and binding on the Contractor/Agency in respect of any clause covered under the contract.

#### **Note:**

1. For mechanized work- Tractor and its related implements will be provided by ICAR-NRC on Yak, Dirang.
2. Mode of Payment: The contractor shall submit the monthly bill in triplicate for consolidated monthly payment as per agreed rates after making payment the wages to their workers, proceeding proof of payment. Payment to the works be made by cheque/draft. Payment will be released within one week of submission through e-payment. Successful Farm needs to provide A/C details to the office.
3. Subletting: The contractor shall not sublet any of the work without the written permission of Director, ICAR-NRC on Yak, Dirang.
4.
  - (a) The agency shall be wholly responsible for paying monthly wages and other admissible allowances to the persons as engaged by the contractor and Institute shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these persons. The agency shall be fully responsible for providing leave benefits, weekly, weekly offs, national and festival holidays etc. to the persons deployed as may be required.
  - (b) The Institute shall not directly or indirectly employ any person of the agency during the period of contract or thereafter under any circumstances.
  - (c) The contract is subject to the condition that the tenderer will comply with all the laws and bylaws of ICAR/Govt. of India relating to this contract.
  - (d) Loss and/or Damages: In case of any loss or damage done to the property of the Institute attributable to the personnel of the Contractor, the full damages will be recovered from the Agency/Contractor.

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Administrative Officer

(On the letter head of the Firm)

**TENDER ACCEPTANCE LETTER**

Date:

To,

The Director,  
ICAR-NRC on Yak,  
Dirang, West Kameng District,  
Arunachal Pradesh-790101

**Sub: Acceptance of terms and conditions of tender.**

**Tender Reference No:** \_\_\_\_\_

**Name of the tender/work:** \_\_\_\_\_

Dear Sir,

1. I/we have downloaded/ obtained the tender document(s) for the above mentioned Tender/Work from the website (s) namely:

\_\_\_\_\_

\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedules(s), etc.) which form part of the contract agreement and I/we shall abide hereby the terms/ conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document (s)/corrigendum(s) in its totality /entirety.
5. I/we do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public Sector Undertaking.
6. I/we certify that all information furnished by our Firm is true and correct and in the event the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Bid Security (Earnest Money Deposit) absolutely.

Yours faithfully,

**(Signature of the Bidder, with Official Seal)**

(On the letter head of the Firm)

**MANDATE FORM FOR BANKING DETAILS**

Name of the Firm:

Registered /Postal Address:

1.	Permanent Account Number: (PAN No.)	
2.	Goods & Service Tax Registration Number (GSTIN No.)	
3.	Bank Details:	
	a. Bank Name	
	b. Branch Address	
	c. Account Number	
	d. Type of Account (Current/ Saving)	
	e. IFSC Code	
	f. MICR Code	

Date:

Name of Authorized Signatory

Place:

Stamp & Signature



(On the letter head of the Firm)

**CERTIFICATE ABOUT NON BLACK LISTING**

I/We \_\_\_\_\_ on this date \_\_\_\_\_ do hereby certify that our company/ firm has not been blacklisted by any Government Department / Government Educational Institute(s) during the last five years.

Authorized signatory of bidder with seal

Name\_\_\_\_\_

Designation\_\_\_\_\_

Place\_\_\_\_\_

Date\_\_\_\_\_

Date:

Name of Authorized Signatory

Place:

Stamp & Signature

(On the letter head of the Firm)

Name of the firm :  
Tender Reference No. :  
Name of the Tender/Work :

**CHECK LIST**

<b>Sl. No.</b>	<b>Details</b>	<b>Submitted (Yes/ No)</b>	<b>If submitted, mention page no of PDF file</b>	<b>Remarks</b>
1	Scanned copy of Tender Fee			
2	Scanned copy of Bid Security (EMD)/ its exemption, if any			
	Certified scanned copy of EPF/ESI			
3	Certified scanned copy of registration certificate of the firm under the work contract of the Central Govt./State Govt.			
4	Certified scanned copy of PAN Card			
5	Certified scanned copy of GSTIN number and registration certificate			
6	Certified scanned copy of Income Tax Return (ITR) for last two years			
7	Certified scanned copy of solvency certificate from scheduled bank more than ₹ 40.00 lakhs in latter head of Bank			
8	Certified scanned copy of satisfactorily /work completion certificate issued by Central Govt. establishment/Autonomous bodies of Govt. of India/Corporations of Govt. of India/reputed public or private organization for the same work.			
9	Scanned copy of Tender Acceptance letter (Annexure-I)			
10	Scanned copy of Mandate Form for Bank details (Annexure-II)			
11	Scanned copy of Certificate about Non-Black Listing (Annexure-III)			
12	Scanned copy of Check list (Annexure-IV).			

Date:

Name of Authorized Signatory

Place:

Stamp &amp; Signature