



भा.कृ.अनु.प.–राष्ट्रीय मत्स्य आनुवंशिक संसाधन ब्यूरो  
ICAR-NATIONAL BUREAU OF FISH GENETIC RESOURCES



Canal Ring Road, P.O. Dilkusha, Lucknow-226 002, U.P., India  
Ph. : (0522) 2441735, 2440145, 2442440, 2442441 Fax : (0522) 2442403 : Germplasm  
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Annexure- 'A'

F.No. 1(41)/2018-19/Admn/

Dated: 07.06.2018

**NOTICE INVITING TENDER THROUGH E-PROCUREMENT**

**Manual bids shall not be entertained**

Online bids, under 2 bid systems, are invited by the Director, NBFGR, Lucknow from interested registered/well-established/reputed service providers for manpower for job work through Open Tender enquiry for awarding of contract for outsourcing of **job/work contract for farm/field/Housekeeping and other allied works** at ICAR-NBFGR Hqr., Canal Ring Road and Chinhat Unit, Lucknow-226002, U.P. Tender Documents along with a Demand Draft/Bank Guarantee of Rs.3,50,000/- (Rupees Three Lakh Fifty thousand only) to be deposited as Earnest Money (EMD) in favour of **ICAR unit, NBFGR** and to be sent to the Director, ICAR- NBFGR, Lucknow. The details of tender is enumerated in the following annexure. Please read the annexure attached with it before bidding. as per details given below:

**Details:**

Item No.	Detail	EMD (In Rs.)
1.	Job Contract for Farm/Field/Housekeeping and other allied works.	3,50,000.00
	Tender ID: <b>2018_DARE_346208_1</b>	

Annexure-1 : Instructions and invitation of tender

Annexure-2: Acceptance of terms and conditions by bidder

Annexure-3: Technical bid

Annexure-4: Bidder's Experience

Annexure-5: General Information and terms and conditions of the tender

Annexure-6: Draft Specimen Agreement

Annexure-7: Instructions for online bid submission

Annexure-8: Scope of Work

Annexure-9: Financial Bid (BOQ)

**Notice for Bidder to fill BOQ**

**The rates must be calculated as per the latest Ministry Of Labour, Government of India's circular regarding minimum wages and inclusive of all taxes i.e. EPF, ESIC, GST and service charges of the firms.**

### **Critical Dates Sheet:**

1.	Tender No.	:	F.No. 1(41)/2018-19/Admn
2.	Date and time for issue/publishing	:	Date 08.06.2018 (Time 16:00)
3.	Document Download date and time	:	Date 08.06.2018 (Time 16:00)
4.	Bid submission End date and time	:	Date 28.06.2018 (Time 16.00)
5.	Date and time for Opening of Technical bids	:	Date 29.06.2018 (Time 12.00)

1. The tender form/bidder document may be downloaded from the Website: [www.nbfgr.res.in](http://www.nbfgr.res.in) and <https://eprocure.gov.in>. Online submission of bids only through Central Public Procurement Portal is mandatory. Manual bids shall not be accepted. Tenderers/bidders are requested to visit the website regularly. Any changes/ modification in the tender inquiry will be intimated by corrigendum through this website only.
2. **Tender Fee:** Please enclose DD/Bank Guarantee of Rs.5,000/- (Rupees Five thousand only) **Non-refundable** in favor of **ICAR unit, NBFGR**, Lucknow as a tender fee and sent to the Director, ICAR- NBFGR, Lucknow-226002, U.P. **Tender received without tender fees will not be considered.**
3. In case, any holiday is declared by the Government on the day opening, the tenders will be opened on the next working day at the same time. The Director, ICAR-NBFGR, Lucknow reserves the right to accept or reject any or all the tenders.
4. **Earnest Money Deposit:** The interested bidders are required to deposit ( in original) an Earnest Money Deposit (EMD) of Rs. 3,50,000/- in the form of Demand Draft/Bank Guarantee in favour of **ICAR unit, NBFGR**, Lucknow and addressed to the Director, ICAR-National Bureau of Fish Genetic Resources, Canal Ring Road, P.O. Dilkusha, Lucknow-226002. U.P., India. On or before bids submission closing date i.e. 28.06.2018. EMD will be refunded after award of contract without any interest thereon and the forfeiture of the same will be as per the rules. Tenders received without EMD will not be considered.
5. The Competent Authority of ICAR-NBFGR may, increase/decrease the quantum of the job work under the contract as and when required in the ICAR-NBFGR and the firm will deploy the manpower accordingly.

**Administrative Officer  
For Director**



**Annexure-1**

INVITATION TO ONLINE OPEN TENDER NOTICE AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR PROVIDING FOR **job/work contract for field/farm/Housekeeping and other allied works** at ICAR-NBFGR Hqr., Canal Ring Road and Chinhat Unit, Lucknow-226002,

From:  
Director,  
ICAR-National Bureau of Fish Genetic Resources,  
Canal Ring Road, P.O. Dilkusha,  
Lucknow-226 002, U.P., India

To

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.....  
.....  
.....

Dear Sir(s),

Online Bids are hereby invited on behalf of the Director, ICAR-NBFGR, Lucknow for contract of **FOR job/work contract for farm/field/Housekeeping and other allied works** at ICAR-National Bureau of Fish Genetic Resources, P.O. Dilkusha, Canal Ring Road, Telibagh, Lucknow.

1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the ICAR-NBFGR, Lucknow as detailed in the tender forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. An earnest money of 3,50,000/- (Rupees Three Lakh Fifty thousand only) in the form of demand draft/Bank Guarantee payable to '**ICAR Unit NBFGR**' must be enclosed with the bids. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected out rightly.
3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resale from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations the aforesaid amount of EMD will be forfeited by the ICAR-NBFGR, Lucknow. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the ICAR-NBFGR, Lucknow.
4. The schedules/annexures of the tender form should be duly filled in all respect. In the event of the space provided on the schedule/annexure form being insufficient for the required purposes, additional pages may be added and/or uploaded. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If nay modification of

the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders.

5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules/annexure to the tenders are 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 of constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. If a tenderer does not accept the offer, after issue of letter of award by ICAR-NBFGR, Lucknow within 15 (fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money will be forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the ICAR-NBFGR, Lucknow 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(s), if any, should be signed by the tenderer.
8. Bids are invited under two-bid system (Technical bids and financial bids). Both technical and financial bids may be uploaded. After evaluation of technical bid, the financial bid will be opened. Financial bid will be opened only to those tenderer whose qualify technically.
9. The rates quoted by each firm for job/service contract in tenders be given both in words and figure failing which the same is liable to be rejected. Tenders will be opened on the schedule date and time.
10. An amount equivalent to 10% of the annual value of contract (including the amount deposited at EMD) is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit as DD or in the form of Bank Guarantee for the total amount only after receiving a communication from the ICAR-NBFGR, Lucknow. In the event of non-deposition of the same, the earnest money will be forfeited & tender will be awarded to the second lowest bidder.
11. No interest on security deposit and earnest money deposit shall be paid by the ICAR-NBFGR, Lucknow to the tenderer.
12. Monthly wages to be paid to the contractual manpower will be as specified in Annexure '9 & 10' of tender document which will be reimbursed to the contractor on submission of the bill. The tendering agency shall be responsible for compliance of all statutory provisions relating to minimum wages, EPF & ESI in respect of personnel deployed by it to this office. Any statutory increase in wages etc, is to be absorbed by the service provider and escalation clause towards payments to the engaged manpower shall not be accepted on any ground during the period of the contract is in force.
13. The GST or any other tax which is applicable as per the rules of the Govt. of Uttar Pradesh or Govt. of India shall be deducted at source from monthly bills of the successful tenderer, as per rules/ instructions made applicable from time to time by government.

14. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' charges/consideration shall be treated as unresponsive bid and it will not be considered.
15. The Director, ICAR-NBFGR, Lucknow reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR-NBFGR, Lucknow, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.
16. Decision of the Director, ICAR-NBFGR, Lucknow 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 level by mutual consultation and in case of failure or settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-NBFGR, Lucknow. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
17. Acceptance by the Director, ICAR-NBFGR, Lucknow will be communicated by fax/email, express letter or any other form of communication or uploaded on the portal. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/email, express letter etc. should be acted upon immediately.
18. The Director, ICAR-NBFGR, Lucknow does not pledge itself to accept the lowest or nay other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
19. The Director, ICAR-NBFGR, Lucknow, in its capacity as Principal Employer, reserves the right to modify any of the terms and conditions of the contract as mentioned in further annexures of this document, at its discretion, in the interest of the job/work.
20. The following document/vouchers are required to be uploaded with the technical bid (Schedule-I):-
  - (a) Registration certificate of the firm under the Govt. Utter Pradesh /Central Labour Commissioner.
  - (b) Minimum turnover of the firm not less than Rs. 100 lakhs (Rs. one hundred lakhs only) during each of the last three financial years for this particular type of work. Certified balance sheet & profit and loss account of the firm for last three year certified by Chartered Accountant may be provided in support.
  - (c) Last three year's continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies of Govt. of India/ corporations of Govt. of India/ reputed public or private organizations, with details in enclosed tabular form of similar nature and equivalent or more in number and value.
  - (d) Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years.
  - (e) The company/firm/agency should be registered with appropriate authorities under EPF & ESI Act (a copy may be uploaded).
  - (f) The firm/agency company should be registered with Income Tax and GST if any applicable (PAN, TAN number and GST registration no. may be furnished and a copy should be uploaded.)
  - (g) A certificate for accepting the terms and conditions of the tender should be uploaded.

- 21 Successful tenderer will have to enter into a detailed contract agreement with the Director-ICAR-NBFGR, Lucknow on non-judicial stamp paper of Rs. 100/- (One hundred only) for work.
- 22 Only those firms will be considered for financial bid who will qualify in the technical bid.
- 23 The firm will undertake to provide and ensure wages utility items to its workers identified for the work by ICAR-NBFGR which include appropriate dress in colour and logo, masks for field workers, gloves and one water bottle.
- 24 The firm should sign and stamp all the pages of the tender documents as acceptance of all the terms and conditions and upload on cpp portal or upload a certificate for accepting the terms and conditions of the tender.

(Administrative Officer)  
ICAR-NBFGR, Lucknow

TENDER FOR PROVIDING JOB/WORK CONTRACT FOR **job/work contract for farm/field/Housekeeping and other allied works** at ICAR-NBFGR Hqr., Canal Ring Road and Chinhat Unit, Lucknow-226002,

Full Name & Address of the Tenderer in addition to Post Box No., if any, should be quoted in all communications to this office.	
Telephone No. :	
Telegraphic Address/Fax/Cellular No.:	
E-mail Address:	
From :	
.....	
.....	
.....	

To, The Director, ICAR-National Bureau of Fish Genetic Resources, Canal Ring Road, P.O. Dilkusha, Telibagh, Lucknow-226002	
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I/we have read all the particulars regarding the general information and other terms and conditions of the contract for providing JOB/WORK CONTRACT FOR **job/work contract for field/farm/Housekeeping and other allied works** at ICAR-National Bureau of Fish Genetic Resources, Canal Ring Road, P.O. Dilkusha, Telibagh, Lucknow-226002 and agree to provide the services as detailed in the schedule/annexures herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in annexure 8-10 to this tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/we shall be bound by a communication acceptance dispatch 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 & uploaded to and form a part of this tender \_\_\_\_\_. The annexures to accompany this tender are at pages \_\_\_\_\_
- Every page so attached with this tender bears my/our signature(s) and the office seal.
- Bank Guarantee/ DD No. \_\_\_\_\_ of Rs. \_\_\_\_\_ drawn in Favour of '**ICAR Unit,NBFGR Lucknow**' payable at Lucknow has been sent to the Director, ICAR-NBFGR, Lucknow.

Date:  
Signature of witness:

Yours faithfully  
Signature & Seal of the Tenderer

Name & Designation:  
Address:

Telephone No. : .....  
Office: .....  
Res. : .....  
Mobile: .....

**TECHNICAL BID**  
(Documents should be uploaded)

PART -I

1(a)	Name of the Contracting Firm/Agency	:	.....
1.	Full address of the Contracting firm/Contractor with Post Box No. and telephone no. if any.	:	.....
2.	Constitution/Establishment of the firm/agency (Attached copy)	:	
(i)	Indian Companies Act, 1956	:	
(ii)	Indian Partnership Act, 1932	:	
(iii)	Any other Act	:	
3. i)	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.	:	
ii)	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	:	
iii)	If the answer to point (i) and (ii) above is affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.	:	
iv)	The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper (Rs. 100/-) by all partner(s)	:	
4.	Name, address, tel. no. of the proprietor/partner of the agency/firm or if it is a company, the same details of the Director(s) of the company	:	



5.	Name and full address of your bankers(s)	:	..... ..... .....
6.	Your permanent Income Tax No. /Circle/Ward (copies of PAN/TAN and GST registration to be submitted)	:	
7.	Date of establishment of the agency/firm/company	:	
8.	Whether registered with all concerned Government authorities (EPF/ESI etc.) and having license under contract labour (Regulation & Abolition), Act (Copies of all certificates of registration to be enclosed)	:	
9.	Any other relevant information	:	

**PART-II**

10.	Earnest money deposited/sent (Write draft No./date/issuing bank details)	:	
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**PART-III**

11.	Name and address of the firm's representative and whether the firm would be representing at the opening of the tenders.	:	
12.	Name of the permanent representative to be visiting ICAR-NBFG, Lucknow regarding the contract.	:	
Date: .....			
Place: .....			

**AUTHORISED SIGNATORY**

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

**Check-list for Technical Bids (these documents may be uploaded on cpp portal)**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Whether enclosed (Yes/No)</b>	<b>Page No.</b>
1.	Registration certificate of the firm under the Govt.(Central/State Agency).		
2.	Minimum turnover of the firm not less than Rs...../- (Rs. .... only) during each of the last three financial years. Certified balance sheet & Profit and Loss Account of the firm for last year certified by chartered accountant.		
3.	Last three year's continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies of Govt. of India/corporations of Govt. of India/reputed public or private organizations, with details in enclosed tabular form.		
4.	duly certified copies of the satisfactory services where the tenderer is providing the service for the last three years.		
5.	Registration certificate of the firm/agency/company with Income Tax and GST departments (PAN, TAN number and GST registration no. may be furnished and a copy should be enclosed/uploaded)		
6.	Registration Certificate of the company/firm/agency with appropriate authorities under EPF & ESIC Act.		
7.	EMD of Rs. 3,50,000/- and Tender Fee of Rs. 5,000/-		
8.	Signed & stamped copy of tender documents on each page or a certificate thereof.		

Details of the Minimum 3 years experience/work done.

S. No.	Name of the Deptt./Organization & Name of contract Person with Ph. No.	Period		No. of staff deployed	Remarks
		From	To		

(Authorized Signatory)

**GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF job/work contract for farm/field/Housekeeping and other allied works AT ICAR-NBFGR, LUCKNOW**

1. For the purpose of conducting this *Job/work Contract for farm/field/Housekeeping and other allied works through service provider* the staff deployed shall be of good health and character. They should also possess quality of pleasant behavior, obedience and should be Non-Smoker / Non-Gutkha/ Pan eaters. They should be conversant with Hindi and colloquial English.
2. The Contractor must ensure that his entire staff observe cleanliness and are properly dressed with prescribed identity cards during service hours. **The Contractor shall incur the cost of I-Card to his workmen/staff.**
3. **The agency shall submit the particulars containing name, age, address deputed by him in institute.**
4. The Contractor should take all precautionary measure to ensure the safety of his workmen and the institute shall not be responsible in case of any eventuality.
5. The NBFGR reserves the right to reject any particular workman/staff employed by the Contractor under contract with it without assigning any reason thereof. Such staff will have to leave the campus within a short notice and will be replaced by the suitable substitute.
6. The Contractor shall furnish a detailed list of his employee's along with their addresses, photo identity to the Officer-in-Charge (Job Contract) and Administrative Officer of the Institute.
7. The workmen/staff shall be deployed in the institute at the designated places and as per requirement of institute.
8. Any change in staff and/or supervisor must be informed to the Administrative Officer of the Institute, immediately.
9. The workmen/staff engaged by the Contractor shall not have any right/ claim over the facilities enjoyed by NBFGR employees, participants etc.
10. All the workmen/staff to be provided by the contracting firm/ contractor shall be on the pay roll of the contracting firm/ contractor and they will not be treated as staff of the Institute for any purpose. Their Wages, EPF, ESIC as per rules of the Government shall be the sole responsibility of the contractor.
11. The rates quoted in the financial bid shall be on Monthly Basis for the Job/work contract for **farm/field/Housekeeping and other allied works** through service provider.
12. The Contractor shall attend day-to-day complaints and maintain register for the same. The job done shall have to be as per the entire satisfaction of the institute authority.
13. The Contractor, however, shall abide by instructions as may be imposed/or as may be issued by appropriate Government/ Civil authorities and Director, ICAR-NBFGR or any person authorized by ICAR-NBFGR in consumption of water and electricity.
14. Efficiency is the essence of this contract. The Contractor agrees and undertakes to render the specialized first class services to the Institute as per the requirement and satisfaction of the Institute from time to time.
15. **The firm should be follow strict attendance/biometric system etc with identity card for service staff and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.**
16. **The persons so provided by the agency under this contract will not be the employee of the Bureau and there will be no employer-employee relationship between the Bureau and the person so engaged by the service provider in the aforesaid services.**

17. The selected contractor or his representative shall be bound to follow the directions/instructions of the Director, ICAR-National Bureau of Fish Genetic Resources, Lucknow or the designated Officer.
18. **Personal Supervision:** It will be the Contractor's responsibility to ensure that the obligations under the terms of this agreement are duly performed and observed by him/her and their staff.
19. **Complaints and Improvements:** The Contractor shall carry out such improvements as may be necessary by the Institute's Administration for ensuring satisfactory service of Job Contract-work contract for hiring staff through service provider to the Institute.
20. **Summary Termination of the Contract:** In the event of instances of gross misbehaviour, theft, burglary, moral turpitude, misuse of the Institute's property etc. by the Contractor or by any workmen/staff or agent of the Contractor, ICAR-NBFGR may forthwith terminate this Contract summarily without any previous notice to Contractor and Contractor shall have no claim whatsoever against ICAR-NBFGR.
21. **Contractor to vacate the site on Termination/Expiry:** Immediately on the termination or expiry of this contract, the Contractor and its employees and agents shall peacefully vacate the premises and handover all articles, equipment, furniture and fixtures belonging to ICAR-NBFGR and entrusted in its custody and shall remove all its stores and effects. In case of default, ICAR-NBFGR shall be entitled to enter into the same or remove the stores or the effects wherever lying of the Contractor and to dispose of the same by sale or otherwise without being liable for any damage.
22. No other costs, charges, wages dues and compensation whatsoever to workmen/staff or other persons engaged by the contractor shall be payable by ICAR-National Bureau of Fish Genetic Resources, Lucknow or shall be claimed by the contractor from ICAR-National Bureau of Fish Genetic Resources, Lucknow for the services required to be rendered by the Contractor over and above the said contractual payment. **The Contractor shall make the payment of wages etc. to the persons so deployed in the presence of representative of the ICAR-NBFGR and shall on demand furnish copies of wages register/muster roll etc. to the ICAR-NBFGR for having paid all the dues to the persons deployed by the Contractor for the work under the Agreement. This obligation is imposed on the Contractor to ensure that the Contractor is fulfilling his commitments towards his contract workers so deployed under various Labour Laws, having regard to the contract requirements of ICAR-NBFGR in this respect as per the provisions of Contract Labour (Regulations and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Contractor's Labour Regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and unauthorized deduction made, maintenance of wage book, wage slip publication of scale of wages and terms of engagement inspection and submission of periodical returns.**
23. Monthly charges of minimum wages to be revised as per Government of India, Ministry of **Labour & Employment of Agriculture** time to time for providing **Job Contract-work contract for hiring staff through service provider** at ICAR-NBFGR Hqrs. Canal Ring Road, P.O. Dilkusha, Telibagh and ART Chinhat Unit, Malhore Road at Lucknow.
24. The services of the Contractor shall be available on all working days of the week.
25. **Failure to Exercise Institute's rights:** Any omission on the part of ICAR-NBFGR at any time to exercise any of its rights under the terms of the Job Contract-work contract for hiring staff through service provider shall in no way impair or affect the validity of the terms and the rights of ICAR-NBFGR to enforce its rights at any time subsequent.
26. **Tenancy Rights:** Nothing herein contained shall be construed to create any tenancy in Contractor's favour of the premises and ICAR-NBFGR may of its mere motion effect the termination of this Job Contract-work contract for hiring staff through service provider and re-enter and retake and absolutely retain possession of the area provided for their store purposes.
27. **Contract period:** This agreement with successful Contracting firm/Contractor shall be enforced for a period of 12 months from the date of execution of the contract (**with first**

**three months as period of observation for satisfactory supply of services)** and may be extended for another 12 months at a time subject to maximum duration of 03 years during the period of contract on such terms and conditions as are mutually agreed upon.

28. The Contractor agrees and undertakes to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the State/Central Govt. or any local body or authority. The Contractor agrees to furnish such proof of payments or compliance of the obligations including Registration Certificate, Clearance Certificate etc. as may be required by the Institute from time to time.
29. The Contractor and his workmen/staff shall devote their full attention to the work of Job Contract-work contract for hiring staff through service provider of the Institute and its Chinhat Unit shall discharge his obligations as mentioned in the agreement most diligently and honestly.
30. The Contractor and all his workmen/staff shall at all time during the continuance of the agreement obey and observe all directions and instructions which may be given by the Institute concerning any aspect of **Job Contract-work contract for hiring staff through service provider.**
31. In case the contractor or any of his workmen/staff fail to fulfill their obligations for any day or any number of days to the satisfaction of the Institute for any reason whatsoever he shall be liable for imposition of financial penalty without prejudice to its other rights and shall be entitled to deduct such damages from the money if any payable to him.
32. In case the Contractor assigns or sub-contracts this contract without written approval of the Institute or attempts to do so, the Institute shall have the right to terminate the agreement without giving any notice to the Contractor.
33. All statutory deductions/Government levies if any shall be made from the payment due to the Contractor.
34. The Director of the Institute shall be the sole authority to judge and decide about the quality of the services rendered by the Contractor. All questions relating to the performance of the obligations under the agreement and all the disputes and differences which shall arise either during or after the agreement period or matters, arising out of or relating to the agreement or payments to be made in pursuance thereof shall be decided by the Director of the Institute. The Contractor hereby agrees to be bound by the decisions of the Director.
35. The Institute shall have the right to withhold any reasonable sums from the amounts payable to the Contractor under this contract, if the Contractor commits break of any of the terms and conditions to the satisfaction of the Institute and if the quality performance of contract with regard to **Job Contract-work contract for hiring staff through service provider** are found unsatisfactory, the Institute shall have the right to terminate this agreement. **(a)** The agreement shall be terminated without notice on gross violation or by efflux of time or it may be terminated on account of un-satisfactory services by **two months** notice at the option of the Institute. The contractor shall also have the option to terminate the agreement after **giving two months notice to the Institute.** On termination of contract by the Institute for any reason whatsoever, the Institute shall be entitled to engage the services of any other person, agency or Contractor to meet the requirements without prejudice to its rights including claim for damages against the Contractor. **(b)** On Contractor being declared insolvent by competent Court of Law.
36. **ARBITRATION – All difference and disputes arising between the Client and the Contractor on any matter connected with the Contractor/agreement or in regard to the inter operation of the content thereof shall be referred to Secretary ICAR, New Delhi. The decision of the arbitrator shall be final and binding on both the parties.**
37. This agreement shall be enforceable in Courts situated at Lucknow, U.P. Any suit or application for enforcement of the above shall be filed in the competent court at Lucknow and no other court of any other district of U.P. or outside U.P. shall have jurisdiction in the matter.

38. The Contractor shall bear all the costs and expenses in respect of all charges, stamp duties of Rs. 100/- etc. relating to this agreement.
39. Notwithstanding anything contained herein before, it is agreed that the Director shall have the right to alter, modify and or add such other terms and conditions considered necessary by the Institute and the Contractor in such case shall abide by the same.
40. The Contractor shall maintain highest standard and quality in the services. The Institute shall also have the right to insist on getting any service of maintenance related to Institute, which has already been performed if the same was not carried out to the satisfaction of the Institute.
41. The Contractor shall be taking care of any illness and/or any accidental eventuality to the person, employed/deployed by him, during the work execution period and inside the ICAR-NBFGR campus. The ICAR-NBFGR has no role towards such situation, neither in terms of providing medical attention nor to give financial support to the incumbent or his family.

#### **Liquidated Damages Clauses:**

- (i) Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
- (ii) If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 300/- per worker per day will be deducted from the bill (ref. clause 37).

The Director, ICAR-NBFGR, Lucknow reserves the right to reject any or all tender in whole or in part assigning reasons therefore. The decision of the Director, ICAR-NBFGR, Lucknow shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

42. The firm should sign and stamp all the pages of the tender documents as acceptance of all the terms and conditions and upload on cpp portal.
43. **Damage Charges:** A relaxation of only two days will be allowed to the deployed staff based on the genuine health reason for self and subject to production of genuine medical certificate. This relaxation should not become a practice. This will be allowed in rare circumstance and subject to prior information, consideration and approval of the competent authority of ICAR-NBFGR, Lucknow. If above fulfilled, the damage clause for 20 days will be relaxed. Within this 02 days the firm is liable to send replacement. If replacement not join within two days, the damage clause @ 300/- per day per worker will be imposed for whole absence period without relaxing two days and will be deducted from the bill.
44. **Commission from the deployed staff:** The firm should not levy any commission in any form by any name from the deployed staff. if it is noticed that the firm is levying the commission from the staff, the action will be taken accordingly which include legal action, forfeiture of performance security, cancellation of tender and blacklisting of the firm.

**DRAFT SPECIMEN AGREEMENT**

This agreement is made at ..... (place) ..... on (month/year) ..... day of between ICAR-NBFGR, Lucknow through ..... (Designation of the competent authority in ICAR-NBFGR, Lucknow) ..... 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-NBFGR, Lucknow has decided to assign the annual job work contract for providing ..... (nature of job) ..... at ICAR-NBFGR, Lucknow to the firm 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 the Director, ICAR-NBFGR, Lucknow by giving one calendar month's notice in writing of its intentions to terminate the agreement. The agreement can be renewed/extendable on same terms, if mutually agreed, for further period as decided by the ICAR-NBFGR, Lucknow subject to satisfactory performance of the contractor.
2. The firm shall be responsible for annual job work contract for providing ..... (nature of job) ..... at ..... (location).
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the police authorities.
4. All personnel posted at premises shall at all times and for all purposes be deemed to be employees of the firm and the ICAR-NBFGR, Lucknow shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at ICAR-NBFGR, Lucknow premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The ICAR-NBFGR, Lucknow shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the ICAR-NBFGR, Lucknow
7. The manpower deployed by the agency should work as per the working days, timings and requirement of the ICAR-NBFGR, Lucknow.
8. Wages to be paid to the contractual manpower as per Annexure '9 & 10'.
9. Monthly consolidated charges for job/work contract for providing ..... services at ICAR-NBFGR, Lucknow is as per terms and conditions specified and scope of work as per annexure-5 in the tender document including all the taxes viz. GST and other taxes as applicable will be paid to the firm by the ICAR-NBFGR, Lucknow. The firm will raise a bill of this amount every month and the payment released by the ICAR-NBFGR, Lucknow in the form of crossed cheque payment to the firm subject to satisfactory performance/delivery of contracted job/work/services. The bill will be raised by the firm after making the payment to the workers employed by the firm to providing these services in presence of authorized representatives of ICAR-NBFGR, Lucknow and enclose documentary proof with the bill. Copies of documents such as deposit challan along with list of persons showing deposit of ESIC/EPF with the concerned agencies are also to be deposited with the bill.



10. The deduction of income tax/TDS from the bills of the agency will be made at source as per rates applicable from time to time.
11. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the ICAR-NBFGR, Lucknow. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. The arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 as amended from time to time.
12. That the firm shall issue identity card to each of the workers engaged for entry in ICAR-NBFGR, Lucknow premises.
13. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, ICAR-NBFGR, Lucknow shall cancel the contract and forfeit the performance security.
15. That 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, Employees Compensation Act, 1923, E.P.F., E.S.I. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the ICAR-NBFGR, Lucknow on account of any failure to comply with the obligations under various laws or damage to ICAR-NBFGR, Lucknow due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the employees/workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the ICAR-NBFGR, Lucknow and the firm alone shall be responsible for their remuneration, wages and other benefits. etc. Firm shall indemnify and keep indemnified the ICAR-NBFGR, Lucknow 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.
17. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt./..... as applicable relating to this contract.
18. In case of any loss or damage to the property of the ICAR-NBFGR, Lucknow which is attributable to the firm, the full damages will be recovered from the firm as decided by ICAR-NBFGR, Lucknow.
19. The firm shall not transfer its right or sub-contract to anyone else.
20. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. 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, diligence and honesty.
22. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by ICAR-NBFGR in any manner.
23. The firm shall provide a Co-coordinator for immediate interaction with the organization.
24. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

25. The selected agency shall provide the necessary personnel at the ICAR-NBFGR, Lucknow. As per labour laws prevalent in the ..... The agency shall employ reliable persons with good health in the **age group of 21 to 45 years**. In case any of the personnel so provided is not found suitable by the ICAR-NBFGR, Lucknow shall have the right to ask for replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.

**26. PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE**

- (i) Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
- (ii) If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 300/- per worker per day will be deducted from the bill (ref. clause 31).

The decision of the competent authority at ICAR-NBFGR, Lucknow shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

27 **Damage Charges:** A relaxation of only two days will be allowed to the deployed staff based on the genuine health reason for self and subject to production of genuine medical certificate. This relaxation should not become a practice. This will be allowed in rare circumstance and subject to prior information, consideration and approval of the competent authority of ICAR-NBFGR, Lucknow. If above fulfilled, the damage clause for 02 days will be relaxed. Within this 02 days the firm is liable to send replacement. If replacement not join within two days, the damage clause @300/- per day per worker will be imposed for whole absence period without relaxing two days and will be deducted from the bill.

28 **Commission from the deployed staff:** The firm should not levy any commission in any form by any name from the deployed staff. If it is noticed that the firm is levying the commission from the staff, the action will be taken accordingly which include legal action. forfeiture of performance security, cancellation of tender and blacklisting of the firm.

In WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

(For the ICAR-NBFGR, Lucknow)

Witness:-

1. \_\_\_\_\_

2. \_\_\_\_\_

**INSTRUCTION FOR ONLINE BIDS SUBMISSION**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful or submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

- 1 Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal ([https://eprocure.gov.in/e\[procure/app](https://eprocure.gov.in/e[procure/app)) by clicking on the link 'click here to Enroll'. Enrolment on the CPP portal is free of charge.
- 2 As part of the enrolment process, the bidders will be required to choose unique username and assign a password for their accounts.
- 3 Bidders are advised to register their valid email address and Mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4 Upon enrolment, the bidders will be required to register their valid Digital Signature certificate Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- 5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6 Bidder then logs in to the site through the secured log in by entering their user ID/password and the password of the DSC/etoken.

**SEARCHING FOR TENDER DOCUMENTS:**

- 1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameter. These parameters could include tender ID, organization name, location, date value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tender' folder. This would enable the CPP Portal to intimate the bidders through SMS/emails in case there is any corrigendum issued to the tender documents.
- 3 The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification/help from the Helpdesk.

**Preparation of Bids:**

- 1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2 Please go through the tender advertisement and the tender documents carefully to understand the documents required to be submitted as part of the bid. Please note the

number of covers in which the bid documents have to be submitted, the number of documents-including the name and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3 Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be PDF/XLS/RAR/DWF forms. Bid documents may be scanned with 100 dpi with black and white option.
- 4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" are available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again. This will lead to a reduction in the time required for bid submission process.

### **Submission of Bids:**

- 1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2 The bidders has to digitally sign and upload the required bid documents one by one as indicated in the tender documents.
- 3 Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4 Bidder should prepare the EMD as per the instructions specified in the tender documents. The original should be posted/couriered/given in person to the tender processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5 A standard BoQ format has been provided with teh tender documents to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bid in the format provided and no other format is acceptable. Bidders are required to download to BoQ file, open it and complete the while coloured (unprotected) cells with the respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidders should save it and submit it online. without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6 The serve time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder, opening of bids etc. the bidders should follow this time during bid submission.
- 7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The date entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained suing the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- 8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date of time of submission of the bid with all other relevant details.
- 10 The bid summary has to be printed and kept as on acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**(Administrative Officer)**  
ICAR-NBFGR, Lucknow



भा.कृ.अनु.प.–राष्ट्रीय मत्स्य आनुवंशिक संसाधन ब्यूरो  
ICAR-NATIONAL BUREAU OF FISH GENETIC RESOURCES



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Annexure-8

**Scope of work: FOR job/work contract for farm/field/Housekeeping and other allied works at ICAR-NBFGR Hqrs & Chinhat Unit Lucknow-226002**

The ICAR-National Bureau of Fish Genetic Resources, Lucknow on Scientific Research and Education which require services of different category of staff, Highly Skilled/Skilled/Semi-Skilled/Unskilled are given below:-

Indicative Description of Job work	Approximate No. of work points
Highly Skilled	As per office requirement time to time
Skilled/ Clerical	
Semi Skilled	
Unskilled	

1. No. of work points are not fixed, these can increase or decrease depending upon the requirement of the Bureau, availability of funds, policy of GOI/ICAR, termination of running externally funded projects, starting of new externally funded projects etc.
2. There are many seasonal nature functions, therefore the Bureau will not be bound to engage work points on calendar month basis only and the services can be asked on "mandays" basis also.

**NOTE:**

**Firm should be upload all the relevant scan document along with sign copy of the tender form. The Tender fee and EMD should be submitted by the firm in original on or before 28/06/2018 up 14:00 hrs.**

**Financial Bid:**

- I/We wish to submit our Tender **FOR job/work contract for farm/field/Housekeeping and other allied works** at ICAR-NBFGR Hqrs & Chinhath Unit Lucknow-226002 on the following rates:
- **As per wages of employment in Agriculture of Central Govt. Labour Act.**
- **Rate may be taken of 1<sup>st</sup> April, 2018.**

**Note:-** The above mentioned Financial Proposal/Commercial Bid format is provided as BoQ\_XXXX. xls along with this tender document at (<http://eprocure.gov.in/eprocure/app>). Bidders are advised to download this BoQ\_XXXX. xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial Bid. Bidder shall not tamper /modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ICAR-NBFGR

Particulars	Highly Skilled	Skilled/ Clerical	Semi Skilled	Unskilled
Rate per month	<p><b>As per wages of employment in Agriculture of Central Govt. Labour Act. Rate may be taken of 1<sup>st</sup> April, 2018.</b></p> <p>To be filled online and submit in BOQ</p>			
EPF (%)				
ESIC (%)				
GST (%)				
Service Charge (%) (per person per day)				
Total (in figure)				
Total (in words)				

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

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

Signature .....

under seal of the firm

Name & address of the firm .....

Telephone no. ....

Mobile no. ....

**Note-Bids quoting 'Nil' charges/consideration shall be treated as unresponsive bid and will not be considered.**