Sealed tenders are hereby invited on behalf of the Director, NRC for Orchids, Pakyong, Sikkim for THE JOB WORK/SERVICE CONTRACT FOR PROVIDING SECURITY SERVICES at National Research Centre for Orchids (ICAR), Pakyong, Sikkim. The terms and conditions of the contract which will govern any contract made and those contained in the General conditions of contract applicable to the contracts and the special terms and conditions as detailed in the tenders 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.

1. An earnest money of Rs.3,000.00 (Rupees three thousand) only must be deposited in the form of demand draft/pay order payable to Director, National Research Centre for Orchids, Pakyong payable at State Bank of India, Pakyong Branch. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft/pay order number and date, failing which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders.

2. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. 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 Institute.

3. The Schedules of the tenders form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.

4. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
5. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice and earnest money forfeited.

6. 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 documents must be signed by every partner of the firm. A person signing the tenders 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, NRC for Orchids (ICAR), Pakyong, Sikkim shall, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.

7. The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be superscribed "TENDER FOR THE JOB WORK CONTRACT FOR PROVIDING SECURITY SERVICES AT NRC FOR ORCHIDS PAKYONG" with address of this office and the tenderer shall place two envelopes clearly marked containing technical bid and financial bid separately in the main envelop. All Tenders should be sent by Registered Post or hand delivered to the Office of the Director, NRC for Orchids (ICAR), Pakyong not later than 14th March 2015.

8. The rates quoted by each firm for job/service contract in tenders be given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on tenderer's behalf should be indicated in the tenders. Name and address of permanent representative, of the tenderer, if any, may also be indicated.

9. The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however, at liberty to Tender for the whole or any portion or 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.

10. An amount of Rs 25,000.00 (Rupees twenty five thousand) only as a security deposit for the contract is to be deposited by the selected agency/successful tenderer only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited.

11. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.

12. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and this Centre will not entertain any claim whatsoever in this respect. However the service taxes, Income Tax or any other tax which is as per the rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
13. **Director of this 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.**

14. **Decision of Director of this Institute shall be final for any aspect of the contract and binding to 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 of this Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.**

15. **Acceptance by the Institute will be communicated by Post, 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 Post, FAX/Telegram/Express letter etc. should be acted upon immediately.**

16. **The following documents/vouchers are required to be enclosed with the tenders form which are the terms and conditions of the tender's document:**

   a) **Registration certificate of the firm under the work contract of the State Govt. where the firm is located.**
   b) Minimum turnover of the firm not less than Rs12,00 Lakhs. (Rupees Twelve Lakhs) only during the last financial year.
   c) Last three years’ 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’ provide the details in enclosed tabular form.
   d) Certified Balance Sheet of the firm for last year of the service contract by the chartered accountant.
   e) Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years.
   f) Employee EPF registration certificate issued by local govt. etc.
   g) Employee ESI registration certificate issued by local govt. etc.
   h) **The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this Act.**
   i) Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 50 nos. (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of vouchers to be required and may be attached.
   j) **Service tax registration certificate issued by Govt. etc.**
   k) **Successful Tenderer will have to enter into a detailed contract agreement with ICAR on non-judicial stamp paper of Rs 100.00 (Rupees Hundred) only for each work.**
   l) Only those firms will be considered for financial bid who will qualify in the technical bid.

**Note:** The technical bids and financial bids may be submitted in separate envelopes to be sealed and put in a main cover.

Yours faithfully,
For and on behalf of the Director
NRC for Orchids, Pakyong, Sikkim
TENDERS FOR THE JOB WORK/SERVICE CONTRACT FOR PROVIDING SECURITY SERVICES AT NRC FOR ORCHIDS (ICAR), PAKYONG, SIKKIM

From
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

To
The Director,
National Research Centre for Orchids (ICAR),
Pakyong-737106, Sikkim.

I/We have read all the particulars regarding the General information and other terms and conditions of the contract for THE JOB WORK/SERVICE CONTRACT FOR PROVIDING SECURITY SERVICES AT NRC FOR ORCHIDS (ICAR), PAKYONG, SIKKIM and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

1. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
2. The following pages have been added to and form a part of this Tender. The Schedules-I & II to accompany this Tender are at pages ________.
3. Every page so attached with this Tender bears my signature and the office seal.
4. Pay order / DD No. ________ of Rs. ________ drawn in favour of (Director of the Institute) and payable at is enclosed as earnest money required.

Yours faithfully

Signature & Seal of the Tenderer
Telephone No. Office

Witness
Residence
Address
Mobile

Occupation

Signature of witness to contractor's signature

Address:
Name & Signature of Witness:
Address:
SCHEDULE TO TENDERS

PART-I

1. Name of the Firm/Agency
2. Full address with Post Box No
   And Telephone No. if any
3. Constitution of the Firm/Agency (Attached copy)
   Indian Companies Act, 1956 Indian Partnership
   Act, 1932 (Please give names of partners)
   Any other Act, if not, the owners
4. For Partnership firms whether registered
   under the Indian Partnership Act, 1932, please
   state further whether by the partnership
   agreement to arbitration has been conferred
   on the partner who has signed the Tender.
   i) 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.
   ii) If the answer to above is in point one and
       two the affirmative please furnish a copy of
       either the partnership agreement or the
       general power of attorney as the case may be.
       The copy should be attested by a Notary Public
       or its execution would be admitted by affidavit
       on a properly stamped paper by all partner

5. Name and Full Address of your Bankers
6. Your Permanent Income Tax Account No./Circle/Ward
7. Any other relevant information Banker's

PART-II

8. Earnest Money Deposited: Yes/No

PART-III

9. Name and Address of the firm's representative and whether the firm would be
   representing at the opening of the Tenders.

10. Name of the Permanent Representative to be visiting NRC for Orchids, Pakyong,
    Sikkim regarding the contract

Date:
Place: _

AUTHORIZED SIGNATORY

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

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR SECURITY SERVICES AT NRC FOR ORCHIDS (ICAR), PAKYONG, SIKKIM

Scope of Work:

TERMS & CONDITIONS:

1. The supporting/allied services staff should follow strict attendance 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.

2. Changing of Staff/Supervisor should be intimated to the Incharge of the Discipline concerned.

3. The Director, reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Director shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.

4. The staff provided should also maintain secrecy and discipline in the premises of Institute.

5. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Middle Standard.

6. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of this Institute for the purpose. All complaints should be immediately attended to by the Agency.

7. Uniform with colour specifications and pattern approved by this Institute (in the case of Security Personnel only) should be supplied by the contractor to the workers at his own cost and it should be ensured that the working staff etc are in proper uniform while on duty. Uniform will include Gum Boots, Rain Coats, Umbrellas and Woolen Clothes.

8. The agreement is terminable with one month notice on either Side.

9. The contractor shall not sublet the work without prior written permission of the ICAR

10. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded

11. The selected agency shall provide the necessary personnel for this Institute, as per labour acts prevalent in the State of Sikkim. The agency shall employ good and reliable persons with robust health of age group of 21 to 45 years. In case any of the personnel so provided is not found suitable, this Institute shall have the right to ask for his/her replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
12. The persons so provided by the agency under this contract will not be the employee of this Institute and there will be no employer-employee relationship between this Institute and the person so engaged by the contractor in the aforesaid services.

13. Payment for service contract will be made monthly upon submission of pre-received bill.

14. After physical inspection of the site, a very detailed assessment/requirements of personnel for providing allied services at this Institute shall have to be furnished alongwith the Tender. However, the Tenders should indicate only the lump-sum amount in respect of all the services covered under this contract and that rates should not be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.

15. The rates to be quoted should include cost as per the minimum wages prescribed by State Or Central Govt. whichever is beneficial, of each and every item including, manpower cost, EPF, ESI, Service Tax and any other taxes/charges etc. as applicable This Institute shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Licences, O.T.A etc.

16. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the works in respect of their wages and service 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. The contractor shall indemnify and keep indemnified this 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, NRCO, Pōkyong shall be final and binding on the contractor.

17. Income Tax will be deducted from the payments due for the work done as per rule.

18. The worker(s) should not leave their points unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned Section.

19. Changing of Supervisor/Staff should be intimated to the Incharge of the Discipline concerned.

20. The Contractor must employ adult workers only Employment of child labourers may lead to the termination of the Contract.

21. The contract is subject to the condition that the tenderer will comply with the laws and acts of Central Govt., State Govt. relating to this contract made and as applicable from time to time.

22. Risk Clause: this Institute reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause notice to be applied 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 S.D. or pending bills.
LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contract amount. Subject to a minimum of Rs. 500/- will be levied as liquidated damages per day. 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-NRCo and if no action is taken within **one hour** liquidated damages clause will be invoked.

2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person will have to be replaced immediately. The Director, Institute reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director, Institute shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

Details of the Minimum 3 years experience/work done

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Deptt. Organization &amp; Name of contract person with Ph.No.</th>
<th>Period From</th>
<th>To</th>
<th>No. of staff deployed</th>
<th>Remarks</th>
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(Authorized Signatory)
FINANCIAL BID:

(This financial bid to be enclosed in a separate envelop with seal)
Last date for receipt of Tender: __________ (time)
Date of opening of Financial Bid: As per the intimation.

To
(Name and address of the Institute)

Sir,

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

<table>
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<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Per Month (Rs. in figure)</th>
<th>(Rupees in words)</th>
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<tbody>
<tr>
<td>1.</td>
<td>Security Cell</td>
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I/ We agree to forfeit of the earnest money if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.

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

Signature:

Name & Address of the Firm:

Telephone No /Mobile No:
### Job Chart

- NRC for Orchids, Pakyong.

<table>
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<tr>
<th>Sl. No.</th>
<th>Section</th>
<th>Description of work</th>
<th>Unit of work (Approx)</th>
<th>Remarks</th>
</tr>
</thead>
</table>
| 1      | Security Cell   | Security works/duty of the office premises, residential quarters, research farms and other land area of NRC for Orchids, Pakyong, Sikkim  
Trained Security personnel in uniforms will be required | 10 Securities per day | Equivalent to 300 man-days of work per month. |
| 2      | Security Cell   | Security works/duty of the office premises, residential quarters, research farms and other land area of NRC for Orchids, Pakyong, Sikkim  
Trained Security personnel in uniforms will be required | 1 Security per day  
(Security Supervisor) | Equivalent to 30 man-days of work per month. |

Note: Manpower can be increased or reduced by Director, ICAR- NRCO, as per the requirements of Institute.