

**NATIONAL INSTITUTE OF
PUBLIC COOPERATION AND CHILD DEVELOPEMNT**
Regional centre
Jawahar Nagar, Khanapara, Guwahati - 781022

TENDER NOTICE FOR HORTICULTURE WORK

Sealed tenders are invited by the National Institute of Public Cooperation and Child Development, (NIPCCD) for horticulture work at NIPCCD, Regional Centre, Guwahati. The tender form may be obtained only on working days on request on deposit of Rs. 200/- in cash with the cashier of the Institute by 15.11.2018 up to 10.30 A.M. The tender forms and details can also be downloaded from Institute's website www.nipccd.nic.in which duly filled in, may be submitted along with a Demand Draft of Rs. 200/- towards tender form fee and earnest money deposit of Rs. 20,000/- drawn in favour of NIPCCD and payable in Guwahati irrespective of registration. Tender shall be accepted up to 10.30 on 15.11.2018 and will be opened on 15.11.2018 at 11.00 A.M.

Sd/-
Assistant Administrative Officer

TENDER FOR HORTICULTURE WORK

1.	Bid inviting Officer/Authority Designation and Address	The Regional Director National Institute of Public Cooperation & Child Development (NIPCCD) Regional Centre, Jawaharnagar, Khanapara, Guwahati - 781022
2.	a) Name of the work b) Place of execution	Services and Horticulture work at NIPCCD, Regional Centre, Guwahati NIPCCD, Regional Centre, Jawaharnagar, Khanapara, Guwahati - 781022
3.	Bid documents obtainable from	a) From General Section, NIPCCD, RCG b) on NIPCCD Web site www.nipccd.in
4.	Earnest money deposit	EMD of Rs. 20,000.00 drawn in favour of NIPCCD, Guwahati in the form of Demand draft or Bankers Cheque
5.	Date of submission of Bid Time of submission of Bid Place for submission of Bid	On 15.11.2018 10.30 A.M NATIONAL INSTITUTE OF PUBLIC COOPERATION AND CHILD DEVELOPMENT (NIPCCD) Regional Centre, Jawaharnagar, Khanapara, Guwahati - 781022
6.	Date of opening bids Time for opening Bids Place for opening of Bids	On 15.11.2018 11.00 A.M NATIONAL INSTITUTE OF PUBLIC COOPERATION AND CHILD DEVELOPMENT (NIPCCD) Regional Centre, Jawaharnagar, Khanapara, Guwahati
7.	Other important criteria prescribed by the bid inviting Authority	Subject to Terms & Conditions mentioned in the bid documents
8.	Technical BID - Details	Company profile Eligibility Condition Compliance Compliance to Terms & Conditions of Contract **

**Please specify deviations, if any, clearly

COMPANY PROFILE

1.	Name of the firm	
2.	Nature of the firm (Govt./Public Limited/Private Limited/Partnership)	
3.	(a) Address of the registered office of the firm with Phone No. Fax and e- mail	
3.	(b) Registration No. & date	
	(c) Registration details of the firm (Copy of Registration Certificate to be provided)	
4	Location of the firm or its branch at Guwahati with complete address, phone no, Mobile, E – mail Ids etc.	
5	Audited financial Statement for last three financial years with supporting documents verifying minimum annual turnover during the last three years of Rs. 10,00,000.00 for each year.	
6.	<u>(b) Style of Account & Number</u>	
7.	PF Code allotted by PF Commissioner State Govt. with photo copy of certificate	
8.	Name of two Government Agencies/Autonomous Body/PSU where similar services have been provided during last three years along with supporting documents also certifying satisfactory performance	
9	(a) Telephone No. (b) E – mail ID (c) Mobile No	

10	Earnest money deposited vide D.D. No. _____ dated _____ drawn on _____ bank amounting to Rs. 20,000/- (Rupees twenty thousand only) in favour of NIPCCD, Guwahati	
11.	If any court cases pending with Government Agencies/ Autonomous body/ PSU where similar services have been provided.	

Signature of Authorized

Signatory of Firm with Seal and date

TENDER DOCUMENT

**Subject: TENDERS FOR HORTICULTURE WORK at NIPCCD, Regional Centre,
Jawaharnagar, Khanapara, Guwahati - 781022**

**ENVELOPE - 1: TECHNICAL BID (To be submitted in separate sealed cover – 1
superscribed as Technical Bid)**

**Name of the work: Contract for HORTICULTURE WORK at NIPCCD, Regional Centre,
Jawaharnagar, Khanapara, Guwahati -781022.**

CONTRACTS AND ELIGIBILITY CRITERIA

Technical Bid of Tender document:

1. The Tenderer/bidder shall have at least 03 years experience in these fields and shall submit the self attested copies of the following documents along with the tender documents :
 - a) PF Registration with PF code number
 - b) ESI Registration
 - c) Valid Licence issued in respect of previous employers by Regional Labour Commissioner (i.e. Govt. of Assam)
 - d) Details of works of similar nature carried out in Central/State Govt. bodies/Department/PSUs/Autonomous bodies/industries/factories/or other similar organization in the last 3 years ending on 31st March 2018.
 - e) Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31st March 2017 duly certified by CA.
 - f) List of Arbitration cases (if any)
 - g) Copies of certificates/allotment letter of Service Tax and PAN Number
 - h) Details of managerial , supervisory and other staff
 - i) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at NIPCCD, Regional Centre, Jawaharnagar, Khanapara, Guwahati – 781022.
 - j) Copy of last income tax return.
 - k) Certificate with regard to payment of minimum wages, EPF and ESI charges as per Annexure - V

2. Certificate provided for the works detailed in 1 (d) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work as execute, in order to confirm conformity to the defined similar works.

3. The scope of work under this contract is given in Annexure -I.
4. Tenderer/bidder shall submit details of organizations, where they have undertaken such similar services as per Annexure – III
5. Tenderer/bidder shall submit details as per Annexure-II (Check list) along with Technical Bid.
6. General Terms and Conditions of the Contract to be fulfilled by the Tenderer / Bidder are given in Annexure-IV and the bidder shall submit it with technical Bid duly signed on each page in lieu of agreeing to them.
7. The bidder may be a proprietary firm, partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
8. The bidder should have an office in Guwahati.
9. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency). The firm should give such an undertaking with their bid.
10. The bidder shall pay Bid Security (EMD) of Rs. 20,000.00 (Rupees twenty thousand only) along with the technical bid by acceptable mode of payment as prescribed in the NIT in favour of NIPCCD, Guwahati drawn on any commercial bank and payable at Guwahati. Bids received without Earnest Money deposit (EMD) shall stand rejected.
11. The EMD deposited by successful agency will be refunded only after submission of Security deposit. If the bidder wants to get adjusted the amount of EMD towards the Performance Security, then he has to deposit the difference amount. If the successful bidder fails to furnish the difference amount between Performance Security and EMD within 15 (fifteen) days after the issue of letter of award of work, his bid security shall be forfeited unless time extension has been granted by NIPCCD.
12. The bid shall be valid and open for acceptance of the Competent Authority of NIPCCD for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
13. An agreement shall be signed with the successful bidder as per specimen enclosed.
14. Counter Terms & conditions will not be accepted as also any addition/deletions or change in our format will not be allowed.
15. All entries in the Tenders must be written in ink or typewritten. Over – writing will not be accepted. Corrections, if any, should be attested with signature by the bidder.

16. The Sealed tender should be dropped in the Tender Box kept in Administration Section of NIPCCD, Regional Centre, Guwahati by 10.30 A.M on 15-11- 2018.
17. Tenders received later (including postal delay) in open condition/without EMD/ not meeting the tender condition/incomplete in any respect are liable to be rejected.
18. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a token of acceptance.
19. Sealed Technical Bid and Sealed Financial Bid are to be kept in separate envelope. Then both the envelope must be kept in another sealed envelope. Sealed Technical Bid will be opened first. Those bidders who qualify in the technical bid will be called for participation in opening financial bid on another day.
20. The rates should be indicated both in words and figures. In case of discrepancy between the figure (number) and words, the rates given in the words only will be taken as authenticate and no further clarification will be sought from the bidder.
21. The rates quoted should be net (exclusive taxes) and no discount or free services/offers quoted will be considered. If a firm quotes nil charges for consideration the bid shall be treated as unresponsive and will not be considered.
22. No party shall be permitted to tender for work in the NIPCCD in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the NIPCCD or in the State or Central Government. Any violation of this condition which comes to the Notice of the NIPCCD after the contract is awarded will entitle NIPCCD to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the NIPCCD on account thereof.
23. The Earnest Money is liable for forfeiture in the event of : (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, or (c) No confirmation of acceptance of orders within the stipulated time after placement of offer, (d) Any unilateral revision made by the bidder during the validity period of the offer.
24. The Service Tax, if any, paid by the contractor for this contract will be reimbursed upon production of proof of payment along with monthly bills.

Declaration by the Tenderer :

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls : 1. DD/Pay Order No. _____

2. Terms 7 conditions (each page must be signed and stamped with the seal)

3. Financial bid.

(Signature of Tenderer with seal)

Name :

Seal :

Address :

Mobile No.

Date :

NOTE : Submission of the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected.

SCOPE OF WORK:

Details of work required to be undertaken under this contract at NIPCCD Regional Centre, Guwahati.

Note: Before quoting the rates, the contractors should inspect the office premise of NIPCCD, Guwahati for estimation and should note that no consumable for horticulture work will be provided by the NIPCCD, Guwahati.

HORTICULTURE WORK:

The purpose of horticulture work is that the whole office premise (NIPCCD, Regional Centre Guwahati) must look Fresh with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the office premises environment/ eco-friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not. While undertaking this work, the contractor will develop the parks and lawns at the front side of office premises in consultation with the designated officer and then simultaneously maintain all the existing as well as the developed lawns/parks. He will also develop a nursery for seasonal and perennial type of flowers and plants. He will also arrange to keep flower pots with seasonal/perennial flowers on the desks of Regional Director on all working days. He will also ensure that due to closure of office on weekend days the plants and flowers in the pots kept in the Regional Director's room do not suffer in any way. The other normal job in this regard would be:

(A) To maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter. (B) To plant trees, shrubs etc by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of NIPCCD Guwahati. (C) To prepare and maintain flower beds, seasonal and perennial both. (D) To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the designated officer. (E) Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place. (F) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them. (G) Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised. (H) Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment. (I) The gardeners should demonstrate own initiative for horticultural up gradation of NIPCCD premises. Seasonal plan(s) for the same should be prepared and submitted to the designated officer.

NOTE: (i) For carrying out these functions, the contractor shall deploy ONE Head Mali and three Malies at NIPCCD daily from Monday to Saturday and on other occasion as and when required. (ii) The Head Mali and Malies (gardeners) should be experienced and qualified. The head Mali should preferably have at least a certificate in horticultural knowledge from a recognized institute. (iii) In the event of finding the office premise not in the above mentioned spirit, penalty upto 20% of the total amount of monthly bill will be imposed for the concerned month. Non-performers would be removed and replaced by competent gardeners within two working days by the contractor.

ANNEXURE - II

CHECK LIST –(TECHNICAL BID)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDERS

Sl. No	Description of requirement	Yes/No	Page
1.	The firm is registered with the Regional Labour Commissioner, Govt. of Assam) under provisions of Contract labour Act. And its validity date		
2.	Copies of balance sheet and P & L A/C for the last 3 years 2014-15, 2015-16, 2016-17duly certified by CA		
3.	Registration certificate of provident fund Commissioner enclosed PF registration code Allotted by the Regional Provident fund Commissioner, Govt. of Assam		
4.	Copy of GST Registration certificate PAN from Income Tax Dept.		
5.	Registration certificate of ESI enclosed		
6.	Performa containing details of other organization where such contracts were/are undertaken (Attached supportive documents)		
7.	DD of Rs. 20,000/-		
8.	Price bid Performa completed & sealed in separate envelope		
9.	List of arbitration cases (if applicable) Do not leave in blank. If there are no such cases, write “ Not Applicable”		
10.	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at NIPCCD, Regional Centre, Guwahati		
11.	Acceptance of terms and conditions attached Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document..		
12.	Copy of income tax return(2016- 17)		
13.	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.		
14.	Office address in Guwahati		
15.	At least two currently valid contracts for similar work		

Declaration of the Tenderer

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Enclose :

1. DD/Pay Order No. _____
2. Terms & conditions (each page must be signed and sealed)
3. Financial bid

(Signature of Tenderer with seal) :

Name :

Office Address :

Date :

Phone No (O) :

NOTE: Submission of all the documents mentioned above along with declaration is mandatory. Non submission of any of the information above may render the bid to be rejected.

Statement of major contracts Executed during last three years

(2015-16, 2016-17, 2017-18)

Sl. No	Name of organization	Type of work	Annual Value of Contract	Remarks
(i)				
ii)				
iii)				
iv)				
v)				

Note : Attach a copy of letter for award of each contract indicated by Asterisk work in head

(Seal & Signature of the Tenderer)

TERMS AND CONDITIONS OF CONTRACT FOR HORTICULTURE WORK

A. SCOPE OF WORK: Horticultural Works at National Institute of Public Cooperation and Child Development, Regional Centre, Jawaharnagar, Khanapara, Guwahati by deploying required number of contract personnel and supply of all required materials.

B. TERMS & CONDITIONS:

1. The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further for a maximum period of one year with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.

2. The Contracting Agency shall render the following services to National Institute of Public Cooperation and Child Development, Regional Centre, Jawaharnagar, Khanapara, Guwahati.

HORTICULTURE WORK:

The purpose of horticulture work is that the whole office premise (NIPCCD, Regional Centre Guwahati) must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the office premises environmental friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not. While undertaking this work, the contractor will develop the parks and lawns at the open space at the backyard of office premises in consultation with the designated officer and then simultaneously maintain all the existing as well as the developed lawns/parks. He will also develop a nursery for seasonal and perennial type of flowers and plants. He will maintain flower pots in the room(s) of senior officers in consultation with designated officer and ensure that the flowers and plants in those pots do not die or suffer in any manner and that he will change them periodically for their good maintenance. He will also arrange to keep flower pots with seasonal/perennial flowers on the desks of identified officers on all working days. He will also ensure that due to closure of office on weekend days the plants and flowers in the pots kept in the officers' room do not suffer in any way. The other normal job in this regard would be:

(A) To maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter.

(B) To plant trees, shrubs etc by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of NIPCCD.

(C) To prepare and maintain flower beds, seasonal and perennial both.

(D) To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the designated officer.

(E) Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place.

(F) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.

(G) Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised.

(H) Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment.

(I) The gardeners should demonstrate own initiative for horticultural up gradation of NIPCCD premises. Seasonal plan(s) for the same should be prepared and submitted to the designated officer.

NOTE: (i) For carrying out these functions, the contractor shall deploy ONE Head Mali and three malies at NIPCCD daily from Monday to Saturday and on other occasion as and when required. (ii) The Head Mali and malies (gardeners) should be experienced and qualified. The head mali should preferably have at least a certificate in horticultural knowledge from a recognized institute. (iii) In the event of finding the office premise not in the above mentioned spirit, penalty upto 20% of the total amount of monthly bill will be imposed for the concerned month. (iv) Head Mali will be responsible for getting these work done, he will supervise the work and interact with the designated officer for mutual feedback. This will however, not diminish in any way, the contractor's responsibility under the contract to the NIPCCD. The contractor shall visit NIPCCD every week for the purpose of overseeing the work of personnel deployed by him. During the visits to NIPCCD, he shall invariably see the officer dealing with the services under the contract awarded to him, for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any observed in their working. Non-performers would be removed and replaced by competent gardeners within two working days by the contractor.

(v) In the event of personnel being absent or on leave, the contractor shall ensure suitable alternate arrangement to make up for such absence. To avoid dislocation of work due to absence of personnel, the contractor shall make provision for leave reserve. However, deduction at double the agreed rates per day per person for each absence shall be made from the monthly bill submitted by the contractor, if substitute is not provided.

(vi) If the services are found satisfactory, the contract may be renewed for another one year as agreed upon by both the parties within the frame work of NIPCCD rules and regulations applicable at that time. If the contract is renewed beyond one year, it shall be subject to any statutory increase in the minimum wage notified by the Govt. of Assam from time to time.

(vii). The contractor will deploy well trained personnel in the respective fields of work to be performed under the contract From 8:30 AM to 5:00 PM from Monday to Saturday.

(viii). The contractor shall not deploy or shall discontinue to deploy any person at the NIPCCD premises, if so desire by the NIPCCD, at any time without assigning any reason whatsoever. The full particulars of the personnel including their names and addresses, Voter IDs, PAN etc. deployed by him shall be furnished to the NIPCCD. Police Verification report of the personnel employed by the contractor will also be submitted by the contractor to this office.

(ix). The Contractor will provide the required services six days a week throughout the year. Holiday, if any, will be observed with prior approval of the NIPCCD under emergent circumstances. The services will be provided on Sunday also without extra charges if so required by the NIPCCD.

3. The working hours for the personnel of the contractor for this contract purpose will be as under :

From 8:30 AM to 5:00 PM from Monday to Saturday. They may also be called on Sundays as and when required without any extra payment. They may also be asked to remain in office beyond 5:00 PM also on occasional demands.

4. The personnel deployed shall be healthy, active and not more than 45 years of age. Nobody shall have any communicable diseases.

5. The personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel.

6. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Contractor shall pay the wages to the security personnel on or before the 7th of every succeeding month by cheque only irrespective of delay in payment of Bill by the NIPCCD for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Assam Govt. service charges in addition to the wages to be paid to his workers. Contractor shall submit workers EPF, ESI etc. as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at NIPCCD. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.

- a) The payment of wages Act 1936
- b) The Employees Provident Fund Act, 1952
- c) The Factory Act, 1948
- d) The Contract Labour (Regulation) Act, 1970
- e) The Payment of Bonus Act, 1965
- f) The Payment of Gratuity Act, 1972
- g) The Employees State Insurance Act, 1948
- h) The Employment of Children Act, 1938
- i) The Motor Vehicle Act, 1988
- j) The Minimum Wages Act, 1948

7. The personnel will be screened by the contractor after police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to NIPCCD.

8. Replacement of personnel as required by the NIPCCD Regional Centre, Jawaharnagar, Khanapara, Guwahati will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the NIPCCD. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the NIPCCD Regional Centre Guwahati along with testimonials before they are actually deployed for the job at NIPCCD Regional Centre Guwahati.

9. In case of any loss that might be caused to the NIPCCD due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the NIPCCD shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the NIPCCD besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the NIPCCD shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

10. If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
11. That Contractor's authorized representative(Owner/Director/Partner/Manager) shall personally contact Head of the NIPCCD or the office in charge of Administration at NIPCCD at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient
12. In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for `leave reserve; Failure on this account shall attract penalty double the wages payable to the Contractor for such absence.
13. The successful bidder would have to deposit an amount of 10% of Annual contract of value towards security deposit through Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favour of NIPCCD which would remain with NIPCCD during the contract period and no interest shall be payable on the Security Deposit amount.
14. The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him showing their arrival and departure time. This attendance record to be submitted every week to NIPCCD with an attested photocopy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the NIPCCD at any other point of time.
15. If at any point of time, it come to the notice of the NIPCCD that the contract personnel deployed are different from the list provided (with attested photographs), NIPCCD will be well within its right to impose penalty not exceeding five times the wages payable to the contractor for each such personnel identified .
16. The contract personnel deployed by the contractor shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the NIPCCD shall be at liberty to make suitable deductions (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract.
17. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the NIPCCD. In the event, NIPCCD makes any payment or incurs any liability, the contractor shall indemnify the Bureau completely;
18. In case of any dispute arising out of this agreement then NIPCCD shall nominate any officer of the NIPCCD a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.

19. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Court at Guwahati will have the jurisdiction to settle and decide all the disputes.

20. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.

21. As and when the NIPCCD requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the NIPCCD.

22. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

23. In case the NIPCCD suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the NIPCCD reserves the right to terminate the contract without assigning any reasons.

24. Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel

25. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.

26. The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the NIPCCD at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT register etc.

27. The above records and the following returns filed by the contractor have to be produced to the Administration NIPCCD on demand and original/photocopies of these records should be handed over after completion of the contract.

(a) Return in form 5, 10 & 12 A which is submitted monthly under the provisions of the Employees' Provident Funds & MP Act, 1952.

(b) Summary of contribution (form 5) under sec. 44 Regulation 25 of the ESI Act, 1948. also the return filed under sec. 44, Regulation 26 of the said act along with the monthly return.

(c) Half yearly return in form XXIV under Rule 82(1) of the Contract Labour (R&A) Act, 1970.

(d) Annual return filed in form 3A/6A under the Employee's Provident Funds & MP Act, 1952.

(e) Annual Return in form III Rule 21(4 A) of the Minimum Wages Act, 1948

(f) Any other applicable return.

28 The contractor should obtain a Licence from Central Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the NIPCCD.

29 The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by State Govt from time to time, as applicable during the contract period.

30 The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month by cheque only. The payment of wages will be made in the presence of an authorized representative of NIPCCD at a place and time notified for the purpose.

31. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.

32. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.

33. The NIPCCD reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.

34. The contractor must get police verification of all his personnel employed at NIPCCD and submit the report to this office along with voter IDs, and other valid proof of residence and qualifications. The Contractor has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc. He should also give the list of his sons and relatives who are working in this office as sub-contractors or the labourers. If there is no such thing, the contractor has to give an undertaking to this effect.

35. If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel who indulges in such type of activities, should not be further employed in this office by the contractor in any case.

36. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the NIPCCD will be considered applicable at the time of any dispute/following any statutory rules.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between NIPCCD and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

The criteria of selection as well as rejection.

1. NIPCCD reserves the right to accept or reject any or all bids without assigning any reasons
2. NIPCCD also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. The contractor will demonstrate to the NIPCCD the following to be able to qualify for consideration at the stage of technical evaluation:
 - (1.) At least three years standing in the field
 - (2.) Experience of providing such or similar services to the Central/State Govt. Departments/Autonomous bodies/PSUs/Industries etc. during last 3 years.
 - (3.) At least two currently valid contracts for similar works to offices of Central/State Govt. Department/PSUs/Autonomous bodies/industries/or other similar organizations.
 - (4) Submission of EMD and all documents mentioned in check-list (Annexure-II).
 - (5) Submission of Rs. 200/- towards the cost of tender document.

Note : Without affecting the sanctity of the above criterion , NIPCCD has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and if, the situation so warrants in the interest of work of NIPCCD.

4. Incomplete tenders would be rejected. **Further, the rejection criterion is mentioned in Annexure-II [check-list].**
5. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001:2000, in case of same rates. The firms whose services have not been found satisfactory in the past or who have been black listed from this office will not be considered even at the first stage(i.e. their technical bid will not be opened).
6. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfilment of provisions of labour laws with past contracts and above conditions into account together. Mere Lowest rates is not the sole criteria of selection. NIPCCD, is not bound to accept the lowest rates.

HEAD
NIPCCD, Regional Centre, Guwahati

This Agreement is made on _____ day of _____ Two thousand nine between National Institute of Public Cooperation and Child Development, Guwahati as one part, hereinafter called NIPCCD and M/s _____ Agency for HORTICULTURE WORK on the other part.

WHEREAS the NIPCCD is desirous to engage the Agency for providing HORTICULTURE WORK at Khanapara, Guwahati on the terms and conditions stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in NIPCCD . The NIPCCD shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two month's notice on either side.
5. In case of non-compliance with the contract, the NIPCCD reserves its right to:
 - a) Cancel/revoke the contract, and /or
 - b) Impose penalty up to 20% of the total amount of monthly bill for the concerned month.
6. Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of pay order/demand draft /FDR/or bank guarantee from a commercial bank shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in NIPCCD
8. The personnel provided by the Agency will not claim to become the employees of NIPCCD and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in NIPCCD
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the Statutory wages revised by the Govt.
10. The agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of NIPCCD in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.

12. In case of any dispute between the Agency and NIPCCD, NIPCCD shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Guwahati

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Guwahati in the presence of the witness:

National Institute of Public Cooperation and Child Development, Jawahar Nagar, Khanapara, Guwahati

Witness: 1.

2.

AGENCY

Witness: 1.

2.

I/We _____ to solemnly affirm that I/We pay the staff deployed for providing services strictly as per provisions of the minimum wages Act, Govt of Assam. I/We _____ also affirm and certify that we are making all statutory payments to our staff deployed for providing services, like EPF, ESI, administrative charge on these and other such payment. I/We _____ shall provide documentary evidences on account of these requirements as and when called for.

Authorised signatory
(Indicate name

Agency's Seal

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ENVELOPE- 2: PRICE BID

Sub: ANNUAL CONTRACT FOR HORTICULTURE WORK

1. Envelope No. 2 shall contain only Price Bid of Tender Document, i.e. the copy, of schedule of rates duly filled in and signed by the tenderer/bidder. Any commercial or technical condition or qualification of any sort shall not be indicated by the tenderer/bidder in this envelope, otherwise the tender shall be summarily rejected.

2. The format for providing Schedule of Rates to be filled by the tenderer/bidder is enclosed. This envelope shall be "superscribed " Envelope -2 **Price bid - ANNUAL CONTRACT FOR HORTICULTURE WORK**

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SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked Envelop 2")

Sl. No.	Description	Contractors profit% (Service charge) Profit will be calculated on Minimum Wage. PF, ESI contribution to be paid by employer as per rules.
(1)	(2)	(3)
1.	Skilled gardener(Head Mali) for Horticulture work)	
2.	Skilled gardeners (for Horticulture work)	

- . Tenderer need not mention rate of Minimum Wages, PF contribution and ESI contribution etc. as fixed by latest order of Govt. of Assam. Tenderer should only mention profit percent proposed to be charged for services of each Head Mali and gardeners in col (3)
- . Enclose copy of Govt. of Assam orders for rates of minimum wages, PF and ESI as applicable

Material Charges per month including taxes _____

Authorised signatory
(Indicate name)
Agency's Seal