



भा.कृ.अनु.प. –केन्द्रीय शुष्क बागवानी संस्थान
I.C.A.R. - Central Institute for Arid Horticulture

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पत्रावली क्रमांक: 07(ii)010/CS/S/2020-21/Vol-I 4016

दिनांक 01.09.2022.

Mail/POST

Email: klbinfinity@gmail.com, hrklbinfinity@gmail.com

सेवामें,

M/s KLB Infinity Private Limited,
Sy No. 9/1, Katha No. 182/1,
Opp. FCI Godown, Above Axis & Canara ATM,
Manjushree Layout, Channasandra Road,
Kadugudi, Bangalore-560067

विषय :- Annual contract for outsourcing of Sweeping and Cleaning related services in the Campus, Main Lab. cum Office building, Biotech Lab., Scientist Home, Kisan Atithi Gruh, Farm Office etc. at ICAR-CIAH, Bikaner हेतु अनुबंध बाबत।

संदर्भ:-1. आपकी ऑनलाईन तकनीकी एवं वित्तीय बीड आई.डी.सं. 2550818 दिनांक 13.05.2022.

2. Institute letter No. 07(ii)010/CS/S/2020-21/Vol-I/1404 dated 13.05.2022
3. Your email letter dated 13.07.2022.
4. Institute letter No. 07(ii)10/CS/S/2020-21/Vol-I/3300 dated 01.08.2022
5. Institute letter No. 07(ii)10/CS/S/2020-21/Vol-I/ dated 08.08.2022

महोदय,

उपरोक्त विषय एवं संदर्भ में संस्थान पर Annual contract for outsourcing of Sweeping and Cleaning related services in the Campus, Main Lab. cum Office building, Biotech Lab., Scientist Home, Kisan Atithi Gruh, Farm Office etc. at ICAR-CIAH, Bikaner हेतु संस्थान द्वारा आमंत्रित निविदाओं के क्रम में आपकी ऑनलाईन तकनीकी एवं वित्तीय बीड आई.डी.सं. 2550818 दिनांक 13.05.2022.. अनुसार प्रस्तुत निम्नांकित विवरणानुसार दर कुल रु. 1,16,104.00 (रु. One lakh Sixteen thousand One hundred four मात्र) सक्षम अधिकारी द्वारा स्वीकार कर ली गयी है। इस अंतर्गत कार्य एवं दर का विवरण निम्नांकित है। कृपया प्रभारी सम्पदा से सम्पर्क कर साफ-सफाई कार्य शीघ्र दिनांक 01.09.2022 से शुरु करवायें।

S.No.	Particulars (Existing Rates)	Rate/Amount Cost per month per point	Monthly Liability (Rupees)
(i)	(ii)	(iii)	(iv)
			For 26 days or whichever is less.
1.	Minimum wages as prescribed by Govt. of India /ICAR, New Delhi w.e.f. 28-10-2021.	546.00	546 x 26 = 14196 Or actual attendance which ever is less.
2.	EPF @13.00 Rs.15000/- being the maximum limit on part of employer)	@ 13% of wages	1845.48
3.	ESI	@ 3.25%	461.37
4.	Sub-total (1+2+3)	--	16502.85
5.	GST	--	Nil
6.	Cost per point per month Rs. (Sum of 4+5) excluding GST [if applicable]	--	16502.85

7.	Total cost for 07 points/Manpower per month for 26 days/month.[Encluding EPF, ESI]	X 07	Rs.115519.95
8.	Service Charges along with Tax (GST)	--	Rs. 584.21
9	Total service charge + GST on service charge (sum of 8+9)		Rs.584.21
10.	Grand Total Monthly liability Sum of 7 + 10		Rs.116104.16 Say Rs. 116104.00
			[Inclusive of Service Charges quoted by Bidder/Agency]

JOB DETAIL

CONTRACT FOR OUTSOURCING OF SWEEPING AND CLEANING RELATED SERVICES IN THE CAMPUS, MAIN LAB. CUM OFFICE BUILDING, BIOTECH LAB., SCIENTIST HOME, KISAN ATITHI GRUH, FARM OFFICE ETC. AT ICAR-CIAH, BIKANER.

Attending of routine day to day sweeping and cleaning related jobs

1. संस्थान के संपूर्ण कार्यालय/प्रयोगशाला भवन सभी टायलेट के (दिन में दो बार सफाई की जानी है)। (02 point)
2. संस्थान की बायोटेक लेब एवं आस-पास की समस्त सड़कें एवं टायलेट (दिन में दो बार सफाई की जानी है)। (01 point)
3. संस्थान के वैज्ञानिक गृह/किसान गृह एवं आस-पास की सड़कें (दिन में दो बार सफाई की जानी है)। (01 point)
4. पुस्तकालय भवन एवं आस-पास की सड़कें एवं टायलेट (दिन में दो बार सफाई की जानी है)। (01 point)
5. संस्थान के मेन गेट से पुलिया नं.2 तक की सड़कें एवं आवासीय परिसर की सड़कें तथा संस्थान के विद्युत सब-स्टेशन, पम्परूम एवं आस-पास का प्लेटफॉर्म एवं सड़कें एवं चिल्ड्रन पार्क का भ्रमण पथ इत्यादि। (01 point)
6. संस्थान प्रक्षेत्र/नर्सरी भवन/कार्यालय एवं आस-पास की सड़कें तथा आवश्यकतानुसार प्रक्षेत्र की सड़कें। (01 point)
- 7-कार्य दिवस सोमवार से शनिवार तक समय 8.30 से 4.00 बजे तक एवं दोपहर भोजन अवकाश 12.30 बजे से 1.30 तक अवकाश दिवस को छोड़कर रहेगा।
- * संस्थान परिसर में बने समस्त सैण्टिक टैंक,सोकपिट को मशीन से प्रतिमाह खाली करना एवं सीवरलाईन की सफाई करना लाईन बंद होने पर खोलना तथा कचरा संस्थान से बाहर फेकना। छोटे मृत जानवर (कुता, बिल्ली, गोयरा, कबूतर) इत्यादि को संस्थान से बाहर डालना।

उपरोक्त कार्य हेतु झाड़ू, बांस झाड़ू, कपड़ा, बाल्टी, पोचा, वाईपर, ब्रूश, स्केनर, कचरा पात्र, दरताने, मास्क, सीवर टैंक खाली करने हेतु सैण्टिक किट इत्यादि साफ-सफाई एजेन्सी द्वारा सफाई मैन पावर को उपलब्ध करानी होगी। संस्थान द्वारा सर्फ पावडर, फिनाईल, हार्पिक, साबुन, हैंड वॉश टायलेट फ्रेशनर इत्यादि दिया जायेगा। समस्त साफ-सफाई कार्य फर्म के सुपरवाइजर के द्वारा संस्थान में उपस्थित रहकर करवाना आवश्यक है।

Total Points/Manpower

= 07 Points = 26 days/month (08 घण्टे प्रतिदिन/प्रति मेनपावर) or as per attendance which ever is less.

NOTE : TERM & CONDITIONS :-

अतः संस्थान और जॉब कोट्रेक्ट एजेन्सी दोनों के बीच निम्नलिखित सहमति हुई है :-

1 TERMS & CONDITIONS:

1. Since, EPF Contribution from the Firm to workers is mandatory and therefore complete details of person to be deployed is need (Name, Father's name, age, sex, EPF No. Adhar No. and account No., Bank) prior to allotment of final work order to the firm. This is atleast for nine workers including reliver in absence.
2. The climate of Bikaner is very horse and therefore, persons deployed for cleaning and campus maintenance services must have one/two years experiance in State/ICAR Units and also capable to attend the work from 8.00 AM at the Institute regularly.
3. One worker should be as supervising of the work and he should sit at one place of Office building and superwise the work daily or act as leaded for put work and/or suspend to the phone call for cleaning work wherever it is needed immediatly.
4. For timely payment to labour and EPF deposition regularly, the engaged firm must submit monthly bill regularly & it should atleast in second week of running month and otherwise 25% gross amount shall be deducted in the current bill. This is must for regularly labour payment (First week) and EPF subscription so that online PPF monitoring can be done.
5. The agency/Firm have to deploy required number of manpower to perform the on day to day basis assigned period on all working day. Alternative arrangements are to be made by the agency whenever anyone of deployed worker of the Agency/Firm remains absent.
6. The staff to be deployed should maintain secrecy and discipline in the premises of the Institute.
7. The staff to be deployed for performing the work should be robust health and age between 18 to 45 years of efficiently attending the work also having appropriate essential academic/technical/professional qualification(s) and experience of the work.

8. The contractor shall keep a complete register[As per Contract Act] with his supervisor, and it shall be open to verification by the authorized office of Institute for the purpose. All complaints should be immediately attended to by the Contractor/Agency.
9. The Contract agreement is terminable with one month on either side.
10. The Contractor/Agency shall not sublet the work.
11. The contractor or his deployed workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
12. The selected agency shall deploy the required personnel's for execution of job at Institute, as per labour acts. The agency shall employ good and reliable persons with robust health of age group 21 to 45 years. In case any of the provided is not found suitable by the Institute, the Institute shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
13. The persons so deployed by the agency for performing the assigned job under this contract will be employee of the Agency/Contractor and will not be the employee of Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the contractor in the aforesaid services/job
14. Payment for service contract will be made monthly upon submission of pre-receipted bill by the contractor alongwith required documents.
15. The rates to be quoted should include cost of each and every items including materiel cost if any trnsportation cost, mapower cost including cost and taxes etc. The ICAR-CIAH shall not bear any charge on any account whatsoever including EPF/ESI contribution, Uniform, Liveries, OTA etc., if any.
16. The Contractor shall discharge all his legal & statutory obligations in respect of the each workers/supervisors to be employed/deployed by him for the execution of the work in respect of their minimum wages, EPF and ESI 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 the Institute from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, ICAR-CIAH shall be final and binding on the contractor. Any statutory increase in Minimum Wages, EPF/ESI and taxes etc. during the term of the Contract and its consequential effect of EPF and ESI contributions and service tax shall be reimbursed to the contractor by Institute. However, no request any alternation or increase in the Service Charge, taxes etc to be quoted and payable to the Contractor/Agency as per Annexure-A to Schedule-III to Tender, shall be entertained, considered and accepted by the Institute on any condition/ground whatsoever during the entire term of the contract.
17. Income Tax /GST TDS shall be deducted from the payments due for the work done as per rule.
18. The Contractor must employ adult labour only. Employment of child labour would lead to the temination of the contract beside legal action as per law.
19. The contract is subject to the condition that the tenderer shall comply with all the laws and acts of Central Govt., State Govt. relating to this contract as mentiontion in bid document made applicable from time to time.
20. The contract intially awarded for period of **one year w.e.f. 01.09.2022** and it can be extended for further two years and three years on mutual understanding same terms & conditions. **It is the responsibility of the agency concern to provid a superwisier in addition to look after manpower work with proper unifirm with batch" May i help you.**
21. **Risk Clause:** ICAR-CIAH reserves the right to discontinue the service at any time, and forfeiture of Performance Security, if the services are found unsatisfactory by giving a show-cause to be replied within a period of two days 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 P.S. or pending bills of the Agency or by rising a separate claim.

3. LIQUIDATED DAMAGES CLAUSE:

1. An amount of Rs.200/- per day per job will be levied as Liquidated Damage whenever and wherever it is found that the work is not up to the mark OR not executed in any Unit/Section of the Institute. It will be brought to the notice of the supervisory staff of the Firm/Agency/Contractor, by Institute and if no action is taken within one hour, liquidated damages clause will be invoked and shall be deducted/recovered from monthly bill(s)/Security Deposit of the Firm/Agency/Contractor
2. Any misconduct/misbehavior and un-lawful activity on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.
3. If the required number of Workers are less than the minimum required then as a Penalty of Rs.200/- per worker per day will be deducted from the bill.
4. In case of any Loss or Damage etc. occurred to the movable or immovable property(ies) of the Institute due to any act or negligence of the worker(s) deployed by the Firm/Agency/Contractor for execution of job/services as per Annexure-1, the said Loss/Damage etc. shall be recovered from the Firm/Agency/Contractor either from monthly bills or Security Deposit.

The Director, ICAR-CIAH, Bikaner reserves the right to reject any or all Tenders in whole or in part **without assigning any reason therefore.** The Decision of Director, ICAR-CIAH, Bikaner shall be final and binding on the contractor/agency in respect of any clause under the Contract.

4. **ELIGIBILITY CONDITIONS:**

- The firm should have at least 20 to 25 labourer registered under ESI and EPF. The firm will produce latest ESI/EPF Challan for ascertaining the number of labourer registered with the ESI/EPF Deptt.
- The firm must have GST, ESI, EPF Registration Certificate, Registration Declaration of ownership under Indian Registration Act 1908 and Labour License, PAN (Income Tax) and GST.
- Other details as per Para 22/Page-6 and Annexure-"Y"/Page-17.

5. **TERMS OF THE CONTRACT:-** The terms of the contract will be of one year.

On the expiry of the contract or on its termination, the Institute reserves the right to renew the contract on monthly/quarterly/six monthly/yearly basis on the terms and conditions that may then be mutually agreed upon. However, initially contract will be awarded only for 3 months and it will be extended for further period, if the service provided by the agency during initial period of 03 months is found satisfactory.

6. **MODE OF PAYMENT:-**

6.1 The agency shall submit monthly bills for the work/service performed during the preceding month on 2nd week of next month. The proof of contribution made for ESI, EPF and Service Tax (GST) paid for the Manpower deployed by the Contractor at the Institute are also to be deposited by the Agency/Contractor within 08 days of receipt of payment of preceding month. The Institute shall made payment through e-payment mode to the agency/contractor, in a reasonable period viz. 15 days after completion/fulfillment of all obligations by the Contractor/Agency.

6.2 Income tax and GST etc as per rules will be deducted by the Institute from each monthly bill.

6.3 The Contractor/Agency shall have to pay the monthly wages to his worker through cheques or through electronic mode/e-payment of bank on or before 07th of every month at his own resources and the Agency shall have to submit required monthly detail including Wages Register EPF/ESI/GST Challan, copy of bank passbook of workers etc. to the Authorized Officer/Officers (Administrative officer) of Institute for verification. The payment will be made after necessary verification/Certification given by the Authorized officer.

7- **TERMINATION:-** This contract can be terminated by giving one months notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post. The Institute will have no responsibility for any loss/damage caused to them. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service provider shall be entitled to and have no claim for any absorption in the regular/otherwise capacity in Institute/Council. This also cannot be challenged through any court of law.

8. **LOSS AND/OR DAMAGES:** Any theft, damage or loss of property (movable or immovable) of Institute occurred by the contractor or its deployed manpower or due to negligence of Contractor or its deployed manpower would be recovered from the Contractor and decision of the Competent Authority of Institute shall be a binding on agency.

9. **SECURITY DEPOSIT:-** An amount of 3% of total contract value has been deposited by firm as security money/performance guarantee before the award of contract to Agency/Contract. The Performance security shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused due to the negligence of the personnel deputed by the agency. No interest will be paid on the performance security money deposited with the Institute. In case of contract termination due to non-satisfactory work the Performance Security will be forfeited by the Institute.

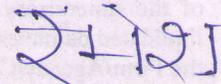
10. The selected Agency/Contractor has executed an Agreement on Non-judicial Stamp paper of appropriate value, containing all terms/conditions etc.

11. The contractor has to attach the duly signed and stamped supporting documents with proper referencing as per the check list (Annexure-"Y"). No extra documents need to be attached with the tender form.

12. Any legal dispute arising out of this contract shall be within the Jurisdiction of Bikaner Court(s).

13. वर्णित कार्य के अनुबंध पर यदि कोई विवाद उत्पन्न होता है तो उसे संस्थान के मुख्यालय भा.कृ.अनु.परि., नई दिल्ली द्वारा नियुक्त पंच को सुपुर्द कर दिया जावेगा। पंच के निर्णय को मानने के लिए दोनों पक्ष बाध्य होंगे।

भवदीय,



(रमेश) 1.9.2022

प्रशासनिक अधिकारी

ADMINISTRATIVE OFFICER

शकृतकमुप-केन्द्रीय शुष्क बायवानी संस्थान
ICAR-CENTRAL INSTITUTE FOR ARID HORTICULTURE
बीकानेर/BIKANER