

NOT TRANSFERABLE

Registered with acknowledgement due

F. No. 40-10/Contract/2014-15/

Dated: 16.09.2014

NATIONAL BUREAU OF PLANT GENETIC RESOURCES

Regional Station, Hyderabad 500030.

INVITATION OF TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR PROVIDING FIELD/LAB TECHNICAL SUPERVISORY WORKS AT NBPGR, REGIONAL STATION, HYDERABAD POINT/DEMAND/REQUIREMENT OF THE BUREAU.

1. Cost of tender document form: Rs.500/- (Rupees Five hundred only) (By DD in the name of Officer in charge, NBPGR, Hyderabad)
2. Last date of receipt of Tender in office is 22.10.2014 up to 1.00 PMhrs.
3. Tenders (Technical bids) to be opened at 3.00 PM hrs on 22.10.2014.
4. Validity of Tender to remain open for acceptance up to 90 days from the date of opening.
5. The tender document is also available at Bureau's web-site [www.nbpgr.ernet.in](http://www.nbpgr.ernet.in).

NOTE:

1. The Officer in charge, National Bureau of Plant Genetic resources, Regional Station, Hyderabad may at his discretion, extend this date by a fortnight and such extension shall be binding on Tenders.
2. If the date up to which the Tender is open for acceptance is declared to be a holiday the tenders shall be deemed to remain open for acceptance till the next working day.

**F. No. 40-10/Work contract/2014**

**NATIONAL BUREAU OF PLANT GENETIC RESOURCES  
REGIONAL STATION, HYDERABAD 500030.**

**INVITATION OF TENDER AND INSTRUCTION CONTAINING TERMS AND  
CONDITIONS FOR PROVIDING FIELD/LAB TECHNICAL SUPERVISORY WORKS  
AT NBPGR, REGIONAL STATION, HYDERABAD AS PER DEMAND/REQUIREMENT  
OF THE BUREAU**

From: The Officer In Charge  
National Bureau of Plant Genetic Resource  
Regional Station, Hyderabad 500030

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir(s),

Sealed Tenders are hereby invited on behalf of the Officer in charge, NBPGR, Hyderabad for contract for PROVIDING OF FIELD/LAB TECHNICAL SUPERVISORY WORKS AT NBPGR REGIONAL STATION, HYDERABAD AS PER DEMAND/REQUIREMENT OF THE BUREAU

1. The terms and conditions of the contract which will govern any contract which contains in the General conditions of contract applicable by the NBPGR as detailed in the Tender forms and its schedule-II. Please submit your rates in the tender form if you are in position to provide the requisite services in accordance with the requirements stated in the attached schedule.
2. An earnest money of Rs.44100/-(Rupees Forty four thousand one hundred only) must be deposited in the form of demand draft /pay order payable to Officer in charge , NBPGR, Hyderabad . The particulars of the earnest money deposited must also be superscribed on the top of the envelope by including the draft/pay order number and date, failing which the Tenders will not be accordingly opened. The Tenders will not be considered if earnest money is not deposited with the Tenders. The conditional bids shall not be considered. No overwriting or cutting is permitted in the tender document. Such bids will be rejected outright.
3. The Tenderer is being permitted to give Tenders in consideration of the stipulation 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 Officer in charge NBPGR. 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 fourth with.

4. The schedules of the tender 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 purposes, additional all 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 tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter alongwith the tenders. Overwriting/erasing the rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.

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 schedule 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 partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if is a company.

6. If a tenderer does not accept the offer, after issue of letter of award by NBPGR within 30 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 document forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind to such an arrangement, if on enquiry it appears that the persons so signing had no authority to do so, the NBPGR 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 schedule to the tenders and annexure, if any, should be signed by the tenderer.

8. The original copy of the tender is to be submitted in double cover. The inner cover should be sealed. The outer cover should be superscribed **“JOB/WORK CONTRACT FOR FIELD/LAB TECHNICAL SUPERVISORY WORKS AT NBPGR, REGIONAL STATION HYDERABAD AS PER DEMAND/REQUIREMENT OF THE BUREAU”** with address of his office and the tenderer shall place two envelopes clearly marked consisting of technical bid and financial bid separately in the main envelope. Right is reserved to reject outstation Tenders. All tenders should be sent by Registered Post so as to reach the office of Officer in charge, NBPGR Regional Station, Hyderabad and Quotation Box Room No.108. No tenders shall be accepted by hand under any circumstances. Tenders received after 1.00 PM hrs on 22.10.2014 shall not be entertained.

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. 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 your behalf should be indicated in your tenders. Name and address of permanent representative of the tenderer, if any, may also be indicated.

**An amount Rs.1,05,800/-** is to be deposited by the selected agency/ successful tenders as Security Deposit only after receiving a communication from the NBPGR. 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 NBPGR to the tenderer.

12. Wages to be paid to the contractual manpower will be as per the directions of Ministry of Labour & employment as issued from time to time. Current emoluments will be as per Annexure 'A'. 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. All such statutory requirement must be incorporated while quoting the rate. Any statutory increase in wages etc. is to be absorbed by the service provider and escalation clause towards payment to the engaged manpower shall not be accepted on any ground during the period the contract is in force.

13. 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 NBPGR will not entertain any claim whatsoever in this respect. However, any other Tax which is as per the rules of the govt. of Telangana 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. Officer in charge, NBPGR Regional Station reserve the right to reduce or terminate the period of contract or to extend its duration in the interest of the NBPGR, for any justifiable reason.

15. Decision of Officer in charge, NBPGR Regional Station 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 officer in charge, NBPGR. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Constitution Act, 1996.

16. Acceptance by the NBPGR will be communicated by Express letter or any other form of communication. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instruction in the Express letter etc. should be acted upon immediately.

17. The following document/ vouchers are required to be enclosed with the tender form which are essentials as per the terms and conditions of the tender document:-

- (a) Certified copy of registration certificate of the firm under the work contract of the Govt. of Telangana/Andhra.
- (b) Minimum turnover of the firm not less than Rs. 10.00 lakh (Rupees Ten lakh Only) during each of the last three financial years.
- (c) Last five year's continuous experience of the firm in the field of providing such services in Central Govt. establishment/Autonomous bodies of Govt. of India/Corporations of Govt. of India/reputed public or private organizations, with details in enclosed tabular form.
- (d) Certified copy of Balance Sheet of the firm for last year of the service contract by the Chartered Accountant.
- (e) Certified copies of the satisfactory services where the tenderer is providing the services for the last three years.
- (f) Certified copy of EPF & ESIC registration certificate and No. of employees registered under EPF & ESIC (Documentary proof in support may be attached). The company/firm/agency should be registered with appropriate authorities under EPF & ESIC Act.
- (g) The contractor/agency must have a registration with the Contract Labour (Registration and Abolition) Act. 1970. The Contractor shall obtain the Labour license under this Act.
- (h) Nos. of staff/Supervisors registered under ESI & EPF separately. Minimum 50 nos. (Staff/Supervisor) is required with their ESI & EPF contributions. Documentary proof of vouchers to be required and may be attached.
- (i) Certified copy of PAN & Service tax registration no. (Documentary proof in support may be attached). The firm/agency/company should be registered with Income tax and Service tax department.
- (j) Successful tenderer will have to enter into a detailed contract agreement with NBPGR on non-judicial stamp paper of Rs. 100(Rupees One Hundred) for work.
- (k) Only those firms will be considered for financial bid who qualify in the technical bid.

Yours faithfully,

**Officer in charge**

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

**Tenders for the contract for PROVIDING JOB/WORK CONTRACT FIELD/LAB TECHNICAL SUPERVISORY WORKS AT NBPGR, REGIONAL STATION AND, FIELD WORK AT NBPGR, AT POINT AS PER DEMAND/REQUIREMENT OF THE BUREAU**

**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 :**

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**From** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,  
The Officer in charge  
NBPGR, Regional Station  
Hyderabad 500030  
、

I/We have read all the particulars regarding the general information and other terms and conditions of the contract for PROVIDING JOB/WORK FOR FIELD/LAB TECHNICAL SUPERVISORY WORKS AT NBPGR REGIONAL STATION, HYDERABAD AT POINT AS PER DEMAND/REQUIREMENT OF THE BUREAU 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-III 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.

- a. The following pages have been added to and from a part of this tender\_\_\_\_\_. The Schedule-I , II& III to accompany this tender are at pages\_\_\_\_\_.
- b. Every page so attached with this tender bears my signature and the office seal.
- c. Pay order/DD no.\_\_\_\_\_ of Rs.\_\_\_\_\_ drawn in favour of Officer in charge, NBPGR and payable at Hyderabad is enclosed as earnest money required.

Yours Faithfully,

**Date:**

**Signature of witness:**  
**Name & Designation:**  
**Address:**

**Signature & Seal of the Tenderer**  
**Telephone No. Office:**  
**Res:**  
**Mobile:**

**Schedule -I**

**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)
  - (a) Indian Companies Act, 1956
  - (b) Indian Partnership Act, 1932  
(Please give names of partners)
  - (c) Any other Act, if not, the owners
4.
  - 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. 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(s)
  - iv) Name, address, tel. o. 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 Banker
6. Your Permanent Income Tax No. /Circle/ Ward  
(Copies of PAN/TAN and Service tax registration  
To be enclosed)
7. Date of establishment of the agency/firm/company
8. Whether registered with all concerned Government  
Authorities (EPF/ESI etc.) (Copies of all certificates  
Of registration to be enclosed)
9. Any other relevant information

**PART-II**

10. Earnest Money Deposited : Yes/No  
(Write draft No./Date/Issuing bank  
details)

**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 NBPGR, Regional Station, Hyd'bad  
regarding the contract

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**AUTHORISED SIGNATORY**

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



**Schedule- II**

**GENERAL INFORMATION & OTHER TERMS & CONDITION OF PROVIDING JOB/WORK CONTRACT FOR FIELD/LAB TECHNICAL SUPERVISORY WORKS AT NBPGR, REGIONAL STATION AT POINT AS PER DEMAND/REQUIREMENT OF THE BUREAU**

**(National Bureau of Plant Genetic Recourses, Regional Station, Hyderabad 500030)**

**A. Scope of Work:**

**The service as detailed below is to be provided to the Officer in charge, NBPGR Regional Station, Hyderabad**

- (i) Field/Lab Technical Supervisory works at NBPGR Regional Station, Hyd'bad.
- (ii) Other miscellaneous work of similar nature as and when allotted by concerned officer in charge.
- (iii) Service are to be provided (equivalent to Officer in charge//Officers) for 06 days a week between 8.00 AM to 5.00 PM as required by organization. Sometimes, in emergency of work, services are to be rendered on Sunday and beyond office hours also including holidays etc. and no extra payment will made on this account.

**II. Terms & Condition:**

- 1. The service staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff is to go on leave under intimation to this office.
- 2. Changing of Staff should be intimated by the firm to Officer in charge, NBPGR Regional Station, Hyderabad.
- 3. The Officer in charge, NBPGR Regional Station reserves the right to reject any or all quotations in whole or in without assigning any reason therefore. The decision of Officer in charge, NBPGR shall be final and binding on the Contractor/Agency in respect of clauses covered under the contract.
- 4. The staff provided should maintain secrecy and discipline in the premises of NBPGR, Hyderabad.
- 5. The staff provided should be capable of reading and writing in Hindi and English with a minimum qualification as stated at scheduled-III of the tender document.

The agreement is terminable with one month notice on either side. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service provider shall not be entitled to and have no claim for any absorption in the regular/otherwise capacity in this NBPGR.

7. The contractor shall not sublet the work.
8. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
9. The selected agency shall provide the necessary personnel at NBPGR as per Labour Acts prevalent in Government of Telangana/Andhra Pradesh. 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 by the NBPGR, the NBPGR 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 personnel immediately.
10. The personnel so provided by the agency under this contract will not be the employees of NBPGR and there will be no employer-employee relationship between the NBPGR and the persons so engaged by the contractor in the aforesaid services.
11. Payment for service contract will be made monthly upon submission of pre-receipted Bill alongwith attendance sheets of the manpower.
12. After physical inspection of the site a very detailed assessment/requirements of personnel for providing services at the NBPGR Regional Station Campus, shall have to be furnished alongwith the Tender. However, the Tenderer 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 the period the contract is in force.
13. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The NBPGR shall not bear any extra charge on any account whatsoever i.e., EPF and ESI contribution, OTA etc. Wages to be paid to the contractual manpower will be as per the directions of Ministry of Labour & Employment as issued from time to time. Current emoluments will be as per Annexure 'A'.
14. 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 work 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 the NBPGR. From any claims, loss or damages that may be because to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Officer in charge, NBPGR shall be final binding on the contractor.

15. Income Tax will be deducted from the payment for the work done as per rule.
16. Changing of Staff should be intimated to the Officer in charge.
17. The contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.
18. The contract is subject to the condition that the tender will comply with all laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
19. Risk Clause: NBPGR reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
20. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and this NBPGR shall in no way be responsible for settlement of such issues whatsoever.
21. The Contract/Agency will furnish to the NBPGR, the full particulars of the Personnel sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address, Telephone number etc. and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/Police and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the NBPGR.
22. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered to the NBPGR, to the concerned tax collection authorities from time to time as per rules and regulations on the matter.
23. The personnel provided shall be under the direct control and supervision of the Contractor/Agency. However, they shall comply with the oral and written instruction given on day to day basis, by the officer(s) authorized by the NBPGR from time to time. They will be bound by office timings, duty, placement, location etc., as decided by the NBPGR, Hyderabad.
24. The Contractor/Agency shall make payment of remuneration/wages to its personnel before 7th of every month by cheque. After making the payment, the Contractor shall raise the bill

to NBPGR Regional Station, Hyderabad for payment of already agreed amount, and also submit a copy of the payment vouchers duly signed by the workers for each month.

25. In case of breach of any terms and conditions attached to this contract, the performance security deposit of the contracting agency will be liable to be forfeited by the NBPGR besides annulment of the contract.
26. Any loss, theft or damage to the life and/or property of the employees of the NBPGR Regional Station, Hyderabad and/or property of the NBPGR shall be compensated by the Contractor/Agency if the case of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the Contractor/Agency.
27. Certificate of satisfactory completion of work of similar nature by manpower supply in Govt. /Semi-Govt. Organization in the last three years.
28. **The rates may be offered for a single point with monthly consolidated amount in Rupees. The total points will be 13 which will be increased or decreased as per requirement of the user.-**

#### **I. LIQUIDATED DAMAGES CLAUSES:**

An amount equivalent to two days of contract amount subject to a minimum of Rs. 2500/- 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 NBPGR and if no action is taken within one hour liquidated damages clause will be invoked. 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.

1. If the required number of workers/supervisor are less than the minimum required as already agreed upon a penalty of Rs. 500/- per worker per day will be deducted from the bill.

The Officer in charge, NBPGR Regional Station reserves the right to reject any or all Tenders in whole or in part without assigning any reasons thereof. The decision of Officer in charge, NBPGR Regional Station shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

**F.No. 40-10/2014**

**Details of the Minimum 3 years experience/work done.**

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

**(Authorized Signatory)**

**SCHEDULE -III**

**FINANCIAL BID:**

(This financial bid to be enclosed in a separate envelop with seal)

Last date of receipt of Tender: 17.10.2014 up to 1.00 PM hrs.

Date of opening of Financial Bid: As per intimation

**To,  
The Officer in charge,  
NBPGR Regional Station, Hyd'bad**

Sir

I/We wish to submit our Tenders for **PROVIDING JOB/WORKS CONTRACT FOR FIELD/LAB TECHNICAL SUPERVISORY WORKS AT NBPGR REGIONAL STATION, HYDERABAD AS PER DEMAND/REQUIREMENT OF THE BUREAU.**

**The rate offered for only one point monthly consolidated amount in Rupees (The total points are 13 (Laboratory Technical Supervisory Works - 4points, point and 9 Points Field /Farm) which will be increased or decreased as per requirement of the user.-**



## DRAFT SPECIMEN AGREEMENT

This agreement is made at..... (place).....on (month/year).....day of between NBPGR (hereinafter called NBPGR) through.....(Designation) of the Competent Authority in NBPGR).....which term shall include its successors, assignee 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 other part.

Whereas the NBPGR has decided to assign the annual job work contract for providing..... (Nature of job).....at NBPGR Regional Station, Hyderabad to the firm on the terms and Conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties here to as follow:

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 NBPGR by giving one calendar month's notice in writing of its intentions to terminate the Agreement. The agreement can be renewed, on mutually agreed terms.
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 to be deemed to be employees of the firm and the NBPGR shall have no liability on this account in any manner.
5. That the firm shall ensure that all persons deployed at NBPGR premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The NBPGR 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 NBPGR.
7. The manpower deployed by the agency should work as per the working days and timings of the NBPGR. No extra wages will be paid for attending office on weekends holidays and late-sitting.
8. Wages to be paid to the contractual manpower will as per the direction of Ministry of Labour and Employment.. Current emoluments will be as per Annexure 'A'.



9. Monthly consolidated charges for job/work contract for providing.....services at NBPGR is as per terms and conditions specified and scope of work as per schedule-II in the tender document including all the taxes viz. service tax and other taxes as applicable will paid to the firm by the NBPGR. The firm will raise a bill of this document on the 1st working day of every month and the payment released by the NBPGR in the form of crosses cheque payment to the firm subject to satisfactory performance/delivery of contracted job/work/Services. Copies of documents such as deposit challan alongwith 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 from the bills of the Agency will be made at sources 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 NBPGR. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
12. That the firm shall issue identity card to each of the workers engaged for entry into NBPGR 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, NBPGR may cancel the contract.
15. That the Firm agrees to discharges 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 and Abolition) Act. 1970, workmen's Compensation Act, 1943, E.P.F., E.S.I. and M.P.Act, 1947 etc. Firm agrees to indemnify and keep indemnified the NBPGR on account of any failure to comply with the obligations under various laws or damage to NBPGR due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the volunteers and / or the employees/workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the NBPGR and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the NBPGR 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 and financial benefits etc. that are admissible to regular employees in the office of NBPGR.
17. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt. State Govt. /Govt of Telangana/AP as applicable relating to this contract.

18. In case of any loss or damage to the property of the NBPGR at which is attributable to the firm, the full damages will be recovered from the firm
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.
23. There will be surprise checking by an Officer. Shortcomings, if any pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
24. The firm shall provide a Co-coordinator for immediate interaction with the organization.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

**PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE**

1. An amount equivalent to two days of contract amount subject to a minimum of Rs. 2500/ 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 NBPGR and if no action is taken within **one hour** liquidated damages clause will be invoked. 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.
2. If the required number of workers/supervisors are less than the minimum required as a penalty of Rs. 500/- per worker per day will be deducted from the bill.

The decision of the competent authority at NBPGR 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.

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

(Name & Address of the firm)

Witness: -

(For the NBPGR)

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

**Wages and allowances applicable for each manpower for Laboratory Technical Supervisory WORKS**

<b>S.No</b>	<b>Particulars</b>	<b>Amount (in rupees)</b>
<b>01.</b>	<b>Basic</b>	<b>12300.00</b>
<b>02.</b>	<b>HRA</b>	<b>NIL</b>
<b>03.</b>	<b>TA</b>	<b>NIL</b>
<b>04.</b>	<b>EPF @ 13.61%</b>	<b>1674.03</b>
<b>05.</b>	<b><a href="#">ESI@4.75</a></b>	<b>584.25</b>
<b>06.</b>	<b>Service Tax @ 12.36% (rows 1+2+3+4+5)</b>	<b>1799.40</b>
<b>07</b>	<b>Total (rows 1+2+3+4+5+6)</b>	<b>16357.68</b> <b>Rounded 16358.00</b>
<b>08</b>	<b>Company Charges</b>	
<b>09</b>	<b>Total</b>	
<b>10.</b>	<b>Contribution by the employee for EPF to be deducted @12% per person</b>	
<b>11.</b>	<b>Contribution by the employee for ESI to be deducted @1.75% per person</b>	
<b>12.</b>	<b>Other deduction if any</b>	
<b>13.</b>	<b>Actual amount to be paid to the employee</b>	

**Wages and allowances applicable for each manpower for Field Farm Services:**

<b>S.No</b>	<b>Particulars</b>	<b>Amount (in rupees)</b>
<b>01.</b>	<b>Basic</b>	<b>6800.00</b>
<b>02.</b>	<b>HRA</b>	<b>NIL</b>
<b>03.</b>	<b>TA</b>	<b>NIL</b>
<b>04.</b>	<b>EPF @ 13.61%</b>	<b>925.00</b>
<b>05.</b>	<b><u><a href="#">ESI@4.75</a></u></b>	<b>323.00</b>
<b>06.</b>	<b>Service Tax @ 12.36% (rows 1+2+3+4+5</b>	<b>995.00</b>
<b>07</b>	<b>Total (rows 1+2+3+4+5+6)</b>	<b>9050.00</b>
<b>08</b>	<b>Company Charges</b>	
<b>09</b>	<b>Total</b>	
<b>10.</b>	<b>Contribution by the employee for EPF to be deducted @12% per person</b>	
<b>11.</b>	<b>Contribution by the employee for ESI to be deducted @1.75% per person</b>	
<b>12.</b>	<b>Other deduction if any</b>	
<b>13.</b>	<b>Actual amount to be paid to the employee</b>	