



भाकृअनुप-राष्ट्रीय प्राकृतिक रेशा अभियांत्रिकी एवं प्रौद्योगिकी संस्थान
ICAR-National Institute of Natural Fibre Engineering and Technology

(पूर्व भाकृअनुप-निरजैफ्ट Erstwhile ICAR-NIRJAFT)

भारतीय कृषि अनुसंधान परिषद INDIAN COUNCIL OF AGRICULTURAL RESEARCH
12, रीजेन्ट पार्क, कोलकाता -700040 12, REGENT PARK, KOLKATA -700040
(आईएसओ 9001:2015 प्रमाणित संस्थान ISO 9001:2015 CERTIFIED INSTITUTE)

दूरभाष Phone: 2471-1807 (निदेशक Director), 24212115/16/17 (ईपीबीएक्स EPBX), फैक्स Fax: ++91-33-24712583
ई-मेल E-Mail- director.ninfet@icar.gov.in, nirjaftdirectorcell13@gmail.com, वेबसाइट/Website:
www.nirjaft.res.in



F. No. 3(13)/Adm.III/NINFET/Garden AMC/20-21/8682

Date: 25.02.2021

To

M/s Maa Kali Nursery
Vill. - Patharberia
PO- Ramchandranagar
PS.- Bishnupur
24 Pgs (S) : 743377

द्वुतगति डाक
SPEED POST

SUBJECT: Award of Job work / Service contract for the MAINTENANCE OF GARDEN (COMPREHENSIVE) at ICAR NINFET, Kolkata

Sir,

In Accordance with your quotation against our tender No. 3(13)/Adm.III/NINFET/Garden AMC/20-21 dt 20.10.2020 (eTender id: 2020_DARE_591953_1) for Job work / service contract on the subject cited above and your clarification vide letter No Nil dated 16.01.2021, this is to inform you that the Competent Authority has been pleased to accept your offer at the following rate on the terms and conditions mentioned in the said tender and also mentioned below:

YEARLY BASIC RATE (including all manpower, labour, material, transportation, uniform, ESI, EPF etc) EXCLUDING GST	GST Amount @18%	TOTAL YEARLY RATE including of all manpower, labour, material, transportation, uniform, ESI, EPF, GST etc
Rs.6,65,720=00	Rs.1,19,830=00	Rs.7,85,550=00

The formal order is hereby placed with you for **Job work / Service contract for the MAINTENANCE OF GARDEN (COMPREHENSIVE)** at ICAR NINFET, 12 Regent Park, Kolkata-700040 for a period of two years w.e.f. 01.04.2021 – 31.03.2023. You are therefore requested to acknowledge the receipt of the letter at the earliest and **submit the requisite Performance Security of Rs.66,572=00 (Rupees Sixty Six Thousand Five Hundred Seventy Two Only)** within 07 days from the date of receipt of this letter in the form of Demand Draft in favour of ICAR-NINFET and payable at Kolkata.

1. Payment will be made through e transfer after every 03 months (quarterly basis) on production of tax invoice in duplicate and satisfactory work certificate from I/c Utility & Services of ICAR NINFET. Bill in duplicate should be submitted to I/c Utility & Services after every quarter. Bank Account No, Account Holders Name, Branch Name and IFSC code of the bank must be given in NEFT mandate form, failing of which payment will not be released. Tax will be deducted at source as per rule, if applicable.
2. GST submission challan to the appropriate authority should be submitted with bill, failing which payment cannot be made.
3. The Contract will be strictly monitored as per Scope of work as per attached Annexure I in respect of minimum standard defined in the said Annexure. In case any shortcomings or deficiencies are noticed during the currency of contract period or any other contractual dispute, the contract can be



सहायक प्रशासक (प्रशासनिक)
Administrative Officer
भाकृअनुप-राष्ट्रीय प्राकृतिक रेशा अभियांत्रिकी एवं प्रौद्योगिकी संस्थान
ICAR-National Institute of Natural Fibre Engineering and Technology
12, रीजेन्ट पार्क, कोलकाता - 700 040 12, Regent Park, Kolkata - 700 040



25/02/2021

OFFICE COPY

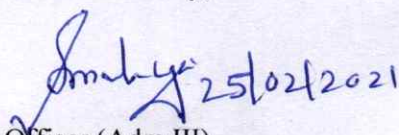
भेजा / Despatched
दिनांक / Date: 26/02/2021
हस्ताक्षर / Sign: [Signature]

- terminated giving by giving one month notice. The decision of the Director, ICAR NINFET in this regard shall be final and binding.
4. The contract can be extended for further period of two more years on year to year basis subject to satisfactory performance of the firm at the same rate and terms & conditions.
 5. If the contract is terminated on the grounds of glaring shortcomings or deficiencies during the currency of its tenure including extended tenure, if any, ICAR NINFET shall have all rights to make suitable alternative arrangements for a period of 45 days from the date of such termination or till a new tender is finalized whichever is earlier and the difference in cost, if any, will be borne by the agency/contractor.
 6. The rates quoted by your firm are fixed for the period of the contract and no request for any change/ modification shall be entertained before expiry of the period of the contract.
 7. It is the obligation of your agency to follow the minimum wages issued by the appropriate Government under Minimum Wages Act, 1948. The ICAR NINFET shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by your firm in the course of performing work of this Institute. Neither the firm nor its workers shall have any claim on ICAR NINFET for compensation or financial assistance on this account.
 8. Your firm shall be responsible for payment of wages, EPF and ESI and liability under Employees Compensation Act etc. directly to all the workers account maintained by EPFO & ESI as per prevailing Acts/orders of GoI. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it themselves. This Institute in no case shall be a party to such a dispute.
 9. It shall be the responsibility of your firm to comply with all the provisions of Acts, statutory requirements and Government instructions. If any statutory provision of any statute is violated in general concerning the work force employed and in regard to welfare of the personnel engaged for the work in particulars, then the performance security will be confiscated and firm will be blacklisted.
 10. The personnel deployed by your Agency should not have any police records/criminal cases against them. Your Agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. The Contractor will provide Name, Address, father;s/husband's name, age with date of birth, qualification, mobile No, PAN no., AADHAAR No., UAN No. and whether ex-serviceman or not & Photographs of its employees deployed. The informations are to be submitted with the firm's signature & seal.
 11. Your firm shall issue uniforms and identity cards to all their employees engaged, which they shall wear while on duty.
 12. That no right, much less a legal right shall vest in the contractor workers to claim/have employment or otherwise seek absorption in the ICAR nor the contractor workers shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the ICAR NINFET. The worker will remain the employees of the Agency/Contractors and will be the sole responsibility of the Agency to make it clear to their worker before deputing on work at ICAR NINFET. There is no Employee and Employer relationship between the employees of the service provider and ICAR NINFET and further that the said personnel of the service provider shall not claim for any employment or absorption in the ICAR NINFET by virtue of their engagement for this work.
 13. The service provider's personnel shall not claim any benefit/ compensation/ regularization/ absorption of services from ICAR NINFET under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. Undertaking from the persons to this effect shall be required to be submitted by the service provider to ICAR NINFET.
 14. The service provider's personnel shall not divulge or disclose to any person any details of office, operation process, technical know-how, security arrangements, administrative and organizational matters as all of these are confidential in nature. Your agency is supposed to work on job contract basis and as such there will not be any separate payment for working on Saturdays, Sundays or other gazetted / national holidays etc. and the same is to be included in the yearly charge claim in the tender by the Contractor.
 15. The employees for the contractor shall be of good character and of sound health. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of

- consumption of alcoholic drinks/drugs, chewing of pan/Gutka, smoking, using speakers for listening to music and loitering without any work. The workers should not be below the age of 18 years or above 60 years. The service provider shall replace immediately any of its personnel, if not unacceptable to the ICAR NINFET because of security risk, incompetence, conflict of interests and breach of confidentiality or improper conduct upon receiving a written notice from ICAR NINFET.
16. The damage caused, if any, to ICAR property through the acts of the firm and/or by its workers shall be made good by the agency and decision of the ICAR NINFET in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by contractor or its staff or otherwise any harm done to the ICAR NINFET, its properties, designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceeding as well as pay penalty which the Director, ICAR NINFET may deem fit. In the event of any loss being occasioned to the ICAR NINFET on account of the negligence of the duty by the Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained to the ICAR either by replacement or on payment by adequate compensation.
 17. The contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.
 18. Your Agency/Contractor shall not appoint Sub-Contractor to carry out any obligation under the contract and under such case agreement will be declared as void and such act of contractor will be taken as breach of Contract and resultantly his Security Deposit shall be forfeited and contract shall be terminated.
 19. Your Agency/Contractor shall be responsible for the good conduct and behaviour of its employees. If any employee of the Agency/Contractor is found misbehaving with the ICAR staff or other staff of Agencies working in ICAR NINFET, 12 Regent Park, Kolkata-40, the Agency/Contractor shall immediately withdraw such employees forthwith at their own risk and responsibility. The Agency shall issue necessary instructions to its employees to act upon the instruction given by the supervisory/ security staff of the ICAR NINFET. Daily shift will be from 09.00 a.m. to 05.00 p.m. Night stay inside the Institute premises is not permissible under any circumstances.
 20. The contractor shall be responsible to provide trained expert manpower, tools and implement (hand tools), hose pipe, sprinklers etc.
 21. The contractor shall make his own transportation arrangements for all the required materials to site of works and disposal of any waste material including cutting grass/branches/dry leaves etc. to the authorized Municipality dumping grounds. Burning of waste grasses/plants is not allowed at any cost. No extra charges will be paid by ICAR NINFET.
 22. ICAR NINFET will supply unfiltered water / tube-well water at site free of cost. However, contractor will make his own arrangements for distribution of water from the point of supply and all the needed equipments, instruments of work, materials and expert manpower and workers have to be arranged at his end and cost including repair/replacement of existing sprinklers.
 23. Your Firm/ agency shall also submit its quarterly Progress Report showing the materials supplied at site and also the detailed works executed on ground along with the bill. Performance of the firm will be evaluated based on its quarterly progress Report. Any shortfall in the performance will be dealt as per the "Liquidated Clause" mentioned in the contract/ agreement.
 24. Other terms & conditions as contained in our tender document will invariably be applicable in this Annual Rate Contract

Thanking you

Yours faithfully,


Assistant Administrative Officer (Adm.III)



सहायक प्रशासनिक अधिकारी
Asstt. Administrative Officer
भाऊअनुप-राष्ट्रीय प्राकृतिक रसा अभियांत्रिकी एवं प्रौद्योगिकी संस्थान
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Annexure-I

Scope of Work

At present there are 07 nos of gardens in 07 different locations alongwith 03 nos of fountains covering 2.56 acre land area. The area is to be maintained within the contract.

1. The maintenance of lawns includes weeding, trimming and pruning of grass by mowing with grass cutting machines, top dressing, use of manure, fertilizers, spraying of insecticides/pesticides/fungicides/weedicides, sweeping and watering etc.
2. The maintenance of trees, shrubs, hedges includes maintenance of all trees, shrubs and creepers by manuring, watering, pruning and trimming, replacement of old/dead ones by new one and to ensure enough supply of air and water.
3. The potted plants are to be maintained as per their present locations in the Institute premises. Re-location of the same, if required has to be undertaken by the firm. Additional potted plants, if required will have to be supplied on by cost basis.
4. Watering daily and to keep the lawn lush green including borders, rockeries, seasonal flowering beds. It is also to be assured by the contractor for adequate watering of all newly planted trees and shrubs immediately after planting and during the following growing period.
5. Application of manure, fertilizer, medicines, cow dung, insecticides, pesticides etc should be done at least twice a month or as required by the plants or as per the site conditions.
6. Maintenance/improving landscapes wherever required should be done after consulting the concerned officer of ICAR NINFET.
7. Trimming/Plucking of any vegetative growth on the boundary wall of the Institute.
8. Maintenance of all landscapes features should be done in a way that they always look perfect in shape and beauty.
9. The nursery required will have to be arranged by the firm at their premises and the plants from the nursery may be shifted to the Institute premises for transplanting.
10. Flower beds whatever existing at the campus has to be maintained with professional expertise.
11. All the pathway, sub pathway, walls of building, boundary wall should be free from any type of vegetative growth viz, grass, creepers, shrubs, weeds etc.
12. The green area are required to be kept free from garbage, debris, fallen leaves in a day to day basis and to be kept in the designated place in Institute's campus (on day to day basis)/ authorized municipality dumping grounds (once in a month) [If not permitted by KMC].
13. Fruits like coconut, mango and jackfruit shall have to be plucked during season/ when required as per instruction of designated officer of ICAR NINFET.
14. The tools and others materials required to maintain the gardens need to be provided by the firm
15. The firm is responsible to keep the three nos. of fountains operational (03) existing at present in the Institute premises.
16. The seasonal flowers required in the specified garden areas and in floor pots need to be supplied by the firm as per Institute's requirements
17. All the garden fencing, earthen flower pots, road boarder lines need to be maintained/washed in regular basis and to be painted once in a year with good quality suitable paints.
18. Any other work related to the maintenance of gardens assigned by the competent Authority.

✓ Smritya
25/02/2021