



भा.कृ.अनु.प.- राष्ट्रीय कृषि उच्चतर प्रसंस्करण संस्थान  
**ICAR-NATIONAL INSTITUTE OF SECONDARY AGRICULTURE**  
(Formerly Indian Institute of Natural Resins & Gums)  
(भारतीय कृषि अनुसंधान परिषद्)  
(Indian Council of Agricultural Research)  
नामकुम, राँची-834010 Namkum, Ranchi - 834 010 Jharkhand



No. Admin.III/22/Outsourcing of manpower/23/ 2023

Dated : 30/08/2023

To

M/s Commando Industrial Security Force  
New Forest Colony, Beside Vision Enclave Apartment  
Hurhuru Road, Hazaribag (Jharkhand) – 825 301

**Sub. Award of contract for 'Outsourcing of manpower at ICAR-NISA' – reg.**

**Ref. GeM Bid No. GEM/2023/B/3598973, dated 21.06.2023**

Dear Sirs,

With reference to above, it is to inform that the Competent Authority of the Institute has been pleased to approve to award the contract for 'Outsourcing of Manpower at ICAR-NISA' as per recommendation on the GeM Portal. This contract shall be valid for a period of one year or until further order, whichever is earlier on the rate quoted by you as under :

**Service charge for per man days : 3.85% on minimum wages as prevailing Govt. guidelines.**

You are required to deploy **10 Unskilled (MTS)** and **24 Skilled (Clerk)**, as per the present requirement, which may be increased or decreased on need basis. In case of increase/decrease in required number of manpower, you will be intimated in advance.


**GENERAL CONDITIONS OF THE CONTRACT**

1. The Agency is required to submit the acceptance of the Contract Awarded to them. They are also required to submit the agreement paper containing terms & conditions of the contract on a Non-judicial stamp paper of not less than Rs. 500/- (Rupees Five Hundred) only for bilateral signature.
2. The Agency is required to submit the Performance Security with a value of **Rs. 2,00,000/- (Rupees Two Lakh) only** in the form of Demand Draft in favour of ICAR Unit NISA, payable at Ranchi / Fixed Deposit / Bank Guarantee (pledged in the name of the Director, ICAR-NISA)

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*[Handwritten Signature]*

3. The Agency shall provide valid Identity Card to the personnel deployed at ICAR-NISA within one month from the date of award of the contract.
4. The Agency shall not sublet the job/work contract under any circumstances.
5. The Agency and/or manpower deployed by the Agency workers shall not use the premises/facilities for any purposes other than for which the job contract is awarded.
6. The Agency has to provide manpower to carry out the various seasonal agricultural operation satisfactorily as per the requirements of ICAR-NISA.
7. The services are to be provided for five days in a week. However, in exigency of work, services may also be required beyond office hours /Sundays/ Saturdays and holidays.
8. The Agency/Contractor must carry out the work to the best satisfaction of the authority. If any complaint is received about any act of indiscipline and or misconduct by any worker deployed, the worker has to be removed immediately. Further, in case of any violation of any of the terms and conditions of the contract, the contract will be terminated without assigning any reason and notice to the Agency. The decision of the Director, ICAR-NISA in this regard shall be final and binding on the Agency.
9. Any damages to institute property caused due to negligence by the worker(s) engaged by the Agency during execution of the contract, the cost is to be borne by the contractor as assessed and fixed by the Director, ICAR-NISA.
10. The Agency shall be responsible for the faithful compliance of the work awarded to them. Any breach or failure to perform the same may result in termination of the work-order/contract and forfeiture of the security deposit.
11. The Agency shall not sublet the job/work contract under any circumstances.
12. The Minimum Rate of Wages applicable for the specified area as prescribed by Chief Labour Commissioner (Central), Government of India, from time to time shall be followed by the Agency.
13. The Agency shall be accountable and it will be held responsible in case of violation of any provision of applicable laws, rules and regulations and guidelines as are in force, amended and/or notified by the Government.
14. The Agency must ensure payment to workers of all statutory obligations such as Minimum Wages, EPF, ESI and claim reimbursement from ICAR-NISA through pre-receipted bills raised on monthly basis. The Agency must also enclose B2B Invoice along with the month bills, as an evidence of GST Payments.
15. The firm is required to submit the original certificates for verification before issue of LOI/any time during the period of contract.
16. The Agency has to submit licence from Regional Labour Commissioner (Central)/ appropriate authority within one month from the award of contract.
17. The manpower so deployed by the Agency under this contract shall not be entitled for any claim for employment in /ICAR-NISA.
18. Payment of bill will be reimbursed on monthly basis upon submission of pre-receipted bill clearly showing the amount of EPF, ESI and service charge along with EPF, ESI challan, attendance sheet and pay roll along with copy of individual Pay slips duly verified. Payment will be made to the agency by ICAR-NISA in the form of e-Transfer only. It will be the responsibility of the firm to pay wages to the workers by on or before 7<sup>th</sup> of every month along with issuing Pay-slip.

  
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19. If any complaint received regarding recovery of any charges from the workers (by illegal/Unfair means) will be liable to cancellation of tender and action will be taken for blacklisting the firm.
20. TDS will be deducted from the payments due as per rule.
21. The Agency must deploy adults in robust health only with pre-check of their antecedent and character by the Police. The agency shall provide the workers to ICAR-NISA preferably within the age group of 18-55 and must be able to communicate in Hindi as well as the local language.
22. The worker(s) engaged by the Agency shall not have any claim for benefit/compensation/regularization/absorption in service at ICAR-NISA. An Undertaking from the contractual-worker to this effect shall be required to be submitted by the contractor to the Director, ICAR-NISA.
23. As and when the Minimum Wages is revised by the Government of India, the same will be applicable.
24. GST at applicable rate shall be paid by the Institute.
25. LIQUIDATED DAMAGES CLAUSE: Delay in payment to worker will be liable to fine of Rs. 50/- per day for per employee i.e. payment must be executed to the worker before 7<sup>th</sup> of every month for the preceding month.
26. Manpower deployed at ICAR-NISA must wear proper uniform and I.Card and maintain a smart turnout.
27. The Agency shall be replaced immediately if any of your personnel is found unacceptable to ICAR-NISA because of conflict of interest, incompetence, improper conduct etc. upon receiving a notice from ICAR-NISA. No association/trade union activities will be allowed to the workmen deployed by the agency.
28. The Director, ICAR-NISA reserves the right to terminate the contract at any stage, being the service found to be not satisfactory. Decision of the Director, ICAR-NISA shall be final and binding on the agency/contractor in respect of any clause covered under the Contract. The terms and conditions of the contract can be amended and modified at any time by the Director, ICAR- NISA and the same shall be binding on the Agency.
29. Any legal dispute shall be the subject to jurisdiction of Ranchi court only.

*[Handwritten Signature]*  
23/08/2020

Assistant Administrative Officer

Copy to :

1. DDO
2. CAO/CF&AO
3. PS to Director
4. Guard File
5. ✓ I/c IRIS Cell (to be uploaded at Institute's website)