

National Horticulture Board

Ministry of Agriculture, Government of India,
Plot No.85, Sector 18, Institutional Area,
Gurgaon – 122 015 (Haryana)
Ph. 0124-2342992, Fax: 2342991, 2341225
Website: www.nhb.gov.in

No. NHB/Pers/Outsource Manpower/2012

Dated : May 10, 2012

TENDER DOCUMENT FOR SUPPLY OF MANPOWER

1. Sealed tenders on behalf of the National Horticulture Board, are invited by the Managing Director of National Horticulture Board under two Bid System i.e. Technical Bid and Financial Bid from experienced and financially sound Companies/Firms/Agencies for providing manpower in National Horticulture Board for one year from the date of taking up of supply of manpower in pursuance of contract unless extended further by the Competent Authority of National Horticulture Board. The present requirement is given below. However, the number may be increased or decreased on the option of the Board.

2. PARTICULARS OF THE TENDER

S. No.	Name of Post	Remuneration per month (Rs.)	Educational qualifications and experience	Tentative requirement
1	Sr. Resource Person (Project Monitoring)	25000/-	M.A. (Economics/ Statistics) with five years experience in Analyzing the statistical data of projects in Agriculture/ Horticulture and knowledge in computer application is desirable	1
2	Jr. Resource Person (Horticulture)	20000/-	M.Sc. (Horticulture) with two year experience in handling horticulture and knowledge in computer application is desirable.	1
3	Horticulturist	15000/-	M.Sc. (Horticulture) Experience in handling horticulture and knowledge in computer application is desirable	3
4.	Accounts Assistant	15000/-	B.Com. Experience in handling accounts in Computer Applications e.g. Tally etc.	2
5	Programmer	18000/-	MCA and should be proficient with web designing and dot net, ASP, flash, image processing and relational data base.	2
6	DEO	10000/-	Graduate with one year experience in computer application, data entry operation, MS-Office applications.	38
7	Messenger	6000/-	Matriculation	10
8	Mali	6000/-	Middle Pass	04
9	Sweeper	6000/-	Middle Pass	08

3. **IMPORTANT DATES**

- (a) Date & Time for Sale of tender document: upto 2.00 p.m. on 8.6.2012
- (b) Last date and time of receiving tenders: 3.00 p.m. 8.6.2012
- (c) Date & time for opening tenders (Technical bid) : 3.00 p.m. 8.6.2012
- (d) Date and time for opening of Financial bid shall be informed later to the successful bidders on the basis of Technical bid

4. **OTHER TERMS AND CONDITIONS**

- (a) The interested Companies/Firms/Agencies may submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs. 25,000/- drawn in favour of "National Horticulture Board" and addressed to the Managing Director, National Horticulture Board, Plot No. 85, Institutional Area, Sector-18, Gurgaon on or before the last date and time of submission of tender. The tenders shall not be entertained after this deadline under any circumstances whatsoever.
- (b) The National Horticulture Board reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision taken by him in this regard shall be final and binding on all.

5. **SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS**

- a. The contract for supply of above mentioned manpower initially will be given for one year from the date of order issued by this office for supply of manpower after selecting the personnel. The period of the contract may be further extended beyond one year provided the requirement of the Board for the above manpower persists at that time, or, may be curtailed/ terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm /Agency. The Managing Director or a personal authorized by him however, reserves right to terminate this initial contract at any time after giving one week notice to the selected service providing Company/ Firm/Agency.
- b. The requirement of the Board may increase or decrease during the initial period of contract also.
- c. The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing ""**Technical Bids**" and "**Financial Bids**" for supply of **Manpower to the National Horticulture Board.**" Both sealed envelopes should be kept in a one third envelope super scribing "**Tender for supply of manpower to the Managing Director, National Horticulture Board, Plot No. 85, Institutional Area, Sector-18, Gurgaon.**"

- d. The Earnest Money Deposit (EMD) of Rs. 25000/- (Rupees twenty five thousand only), refundable (without interest) should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft/ Pay Order drawn in favour of "National Horticulture Board" payable at Gurgaon, failing which the tender shall be rejected summarily.
- e. The successful tenderer will have to deposit a Performance Security Deposit of Rs. 50000/- (Rupees fifty thousand only) in the form of Demand Draft/ Bank Guarantee to be deposited to the **National Horticulture Board, Plot No. 85, Institutional Area, Sector-18, Gurgaon** covering the period of contract. In case, the contract is further extended beyond the initial period, the performance security deposit will have to be accordingly renewed by the successful tenderer.
- f. The tendering Companies/Firms/Agencies are required to enclose photocopies of the following documents (duly attested by Group 'A' Gazetted Officers of the Government of India or Class-I Officers of the State Government) along with the Technical Bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further:-
- (i) Registration Certificate/Certificate of Incorporation
 - (ii) Copy of PAN/GIR card
 - (iii) Copy of the IT return filed for the last three financial years.
 - (iv) Copies of the EPF and ESI certificates.
 - (v) Copies of the Service tax registration certificate.
- g. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- h. All entries in the tender form should be legible and filed clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the financial Bid form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
- i. The Bids shall be opened on the scheduled date and time at **National Horticulture Board, Plot No. 85, Institutional Area, Sector-18, Gurgaon.** in the presence of the representatives of the Companies/Firm/Agencies, if any, who are present on the spot at that time.

6. TECHNICAL REQUIREMENT FOR THE TENDERING COMPANY/ FIRM/ AGENCY FOR "TECHNICAL BID"

The tendering Company/ Firm/ Agency should fulfill the following technical specifications for Technical Bid:-

- (i) The Registered Office of the manpower Company/ Firm/ Agency should be located in Gurgaon, Delhi or NCR Region only.
- (ii) The manpower Company/ Firm/ Agency should be registered with the appropriate concerned registration authority.
- (iii) The Company/ Firm/ Agency should have at least three years experience in successfully providing skilled and unskilled manpower to Public Sector Companies/ Banks and Government Board etc.
- (iv) Completion certificate from those companies to whom the manpower was provided.

- (v) The Company/ Firm/ Agency should have its own Bank Account.
- (vi) The Company/ Firm/ Agency should be registered with income tax and service tax Board.
- (vii) The Company/ Firm/ Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
- (viii) Undertaking for not subletting or sub-contracting the work to any other agency.

Note: No deviation from the above conditions shall be allowed

7. TECHNICAL REQUIREMENT FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL COMPANY/FIRM/AGENCY.

(A) FOR DATA ENTRY OPERATOR/HORTICULTURISTS/JR.RESOURCE PERSON/ SR. RESOURCE PERSON/ PROGRAMMER/ACCOUNTS ASSISTANT

- (I) He/She should possess qualification and experience as mentioned in para 2 of the particulars of tender.
- (II) He/She should be well conversant with the working of the computers and should necessarily have knowledge of Computer Operator.
- (III) He/She should have Character certificate from one Group 'A' or Class-I Gazetted Officer of the Central Government/ State Government per Notary Public.
- (IV) His/Her antecedents should have got verified by the agency from the local police authorities.

(B) FOR MESSENGER/MALI/SWEEPERS

- a. He/She should possess qualification and experience as mentioned in para 2 as above of the particulars of tender document and should be between age group of 18 years to 35 years.
- b. He/She should have Character certificate from one Group 'A' or Class-I Gazetted Officer of the Central Government/ State Government per Notary Public.
- c. His/Her antecedents should have got verified by the agency from the local police authorities.

Note: The candidates shall be selected after personal interview to be conducted at the National Horticulture Board.

8. TERMS AND CONDITIONS

General

- 1. The contract shall commence from the date of receipt of acceptance of the work order which shall be accepted by the tendering Company/Firm/Agency within not more than 10 days from the receipt of the order or 15 days from the date of said order whichever is earlier and shall continue till one year unless it is curtailed or terminated by the National Horticulture Board owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc.
- 2. The contract may be extended, on the same terms and condition or with some

addition/deletion/modification, for a further specific period by the Competent Authority of National Horticulture Board.

3. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Board.
4. The present requirement of manpower has been mentioned in para 2 of the particulars of tender document on need basis. The requirement of the Board may increase or decrease during the period of initial contract also. In case of decrease in the requirement the same will be informed to the tenderer and additional manpower may be withdrawn at any time and the tenderer would have to provide additional manpower, if required on the same terms and conditions.
5. The tenderer will be bound by the details furnished by him/her to this Board, while submitting the tender or at subsequent stage. In case any of such documents furnished by him/her is found to be false at a stage, it would be deemed to be a breach of terms of Contract marking him/her liable for legal action besides termination of contract.
6. The National Horticulture Board reserves right to terminate the contract during initial period also after giving a weeks' notice to the contracting agency.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

7. The contracting agency shall ensure that the individual manpower deployed in the National Horticulture Board conforms to the technical specifications of age, educational and skill qualification prescribed in the tender document.
8. The National Horticulture Board is a Central Government Office and has five days working (i.e. Monday to Friday) in a week from 9.30 to 6.00 PM with a lunch break of ½ hrs. From 1.00 PM to 1.30 PM. Besides this the Board observes the Gazetted holidays notified by the Government of India from time to time. **The manpower are required to work from Monday to Friday as per above mentioned timing. These operators however may be required to attend the office as and when required on Saturday/Gazetted holiday (on prior intimation) for which he/she will be not paid any additional wage for working on Saturday/Gazetted holiday (on prior intimation).**
9. The contracting Company/Firm/Agency shall furnish the following documents in respects of the individual persons who will be deployed by it in this Board before the commencement of work.
 - a) List of persons deployed:
 - b) Bio-Data of the persons:
 - c) Attested copy of educational certificate containing date of birth:
 - d) Character Certificate from Group 'A' or Class-I Officers of the Central/State Government or Notary Public.
 - e) Certification of verification of antecedents of persons by local Police authority.
 - f) Identity Cards bearing photograph.
10. In case, the person employed by the successful Company/Firm/Agency commits any act omission/commission that amounts to misconduct/indiscipline/ incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work required by the Board.

11. The tendering Company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to this Board because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this Board.
12. The person deployed shall be required to report for duty at 9.30 AM to the concerned Officers and also before leaving the office at 6.00 PM. In case, person deployed is absent on a particular day or come late/leaves early on three occasions, one-day wage shall be deducted.
13. The agency shall depute a coordinator who would be responsible for immediate interaction with the competent authority so that optimal services of the persons deployed by the agency could be availed without any disruption.
14. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damages @ Rs. 200/- per day on the service-providing agency.
15. It will be the responsibility of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Board and The Office of National Horticulture Board and office working under this office will have no liability in this regard.
16. For all intents and purpose the service providing agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this Board. The persons deployed by the agency in the Board shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.
17. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The Board shall, in no way be responsible for settlement of such issues whatsoever.
18. The Board shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
19. The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this Board during the currency or after expiry of the contract.
20. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for absorption nor for any relaxation for absorption in the regular/otherwise capacity in the Board

LEGAL

21. The tendering agency will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions including minimum wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it in this Board.
22. If the contractor fails to submit proof of crediting EPF and ESIC contribution in respective account of outsourced worker alongwith next bill, their next payment under

contract shall be withheld. However, in such event, contractor will be under obligation to pay wages to outsourced persons from his own sources failing which performance guarantee money will be forfeited and contract may be terminated and losses or extra burden to NHB for engaging short term agency, shall be recoverable from contractor.

23. The tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Board to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
23. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this Board or any other authority under law.
24. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the agency by this Board.
25. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Board is put to any loss/obligation, minority or otherwise, the Board will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms. In case the loss incurred is more than the amount of outstanding bills, then tendering agency shall be liable to reimburse the amount of loss suffered by the Board.

FINANCIAL

26. The Technical bid should be accompanied with Earnest Money Deposit (EMD), refundable, of Rs. 25,000 (Rupees Twenty five Thousand only) in the form of Demand Draft/Pay Order drawn in favour of “National Horticulture Board” payable at Gurgaon. Failing which the tender shall be rejected out rightly.
27. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/Financial Bid (Second Stage) shall be returned to them without any interest. The successful tenderer shall have to deposit Rupees 50 thousand towards the Performance Security and EMD will be returned to the tenderer after deposit of performance security. Further, if agency fails to deploy required number of manpower against the initial requirement within 10 days from the date of receipt of the order or within 15 days from the date of order whichever is earlier, the EMD shall stand forfeited without giving any further notice.
28. The successful tenderer will have to deposit a performance security amount of Rs. 50,000/-(Rupees Fifty Thousand only) in the form of demand Draft/Bank Guarantee to the **National Horticulture Board, Plot No. 85, Institutional Area, Sector-18, Gurgaon** covering the period of contract. In case, the contract is further extended by the Board beyond the initial period, the Bank Guarantee/Demand Draft will have to be accordingly renewed by the successful tenderer.
29. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the Board besides annulment of the contract.
30. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by concerned Officer(s) in respect of the persons deployed and submit the same to the

Deputy Director (Personnel) in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month. The payment to the manpower should be made through A/c payee cheque.

31. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Board.
32. The amount of pre-estimated agreed liquidated damages calculated @ Rs. 500/-per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service providing Agency/Firm/Company in the following month.
33. The Competent Authority of this Board reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
34. Tenderer shall also provide attested copy of valid labour license from the Regional Labour Commissioner for specific number required for the contract under Contract Labour (Regulation & Abolition) Act, 1970.
35. **The successful tenderer will have to deposit Contact agreement duly signed as per Annexure “A “and Data Security Certificate Annexure “B”**

ORDER FOR ARRANGEMENT OF DOCUMENT WITH THE TECHNICAL BID

1. Application- Technical Bid.
2. Attested copy of the registration of agency.
3. Attested copy valid labour license from the Regional Labour Commissioner
4. Attested copy of PAN/GIR Card.
5. Attested copy of the latest IT return filed by the agency.
6. Attested copy of the Service tax registration letter/certificate.
7. Attested copy of the PF registration letter/certificate.
8. Attested copy of the ESI registration letter/certificate.
9. Certified document in support of financial turnover of the agency.
10. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

ORDER FOR ARRANGEMENT OF DOCUMENT BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER.

List of manpower short listed by the National Horticulture Board offices for deployment in the offices at mentioned in the document containing full details i.e. date of birth, marital status, address etc. shall be supplied by the successful tenderer along with the following documents:

1. Bio-Data of all persons.
2. Character Certificate from two Group ‘A’/Class-I Gazetted Officers of the Central/State Government in respect of all persons.
3. Certificate of verification of antecedents of all persons by local police authority.
4. Contact agreement duly signed as per Annexure “A”
5. Data Security Certificate as per Annexure “B”

TECHNICAL BID

For providing manpower to the National Horticulture Board the bid shall specifically contain the following:

1. Name of Tendering Company/Firm/Agency (Attach certificate of registration)
2. Name of Proprietor /Director of Company/Firm/Agency
3. Full address of Registered Office -----

Telephone No. -----
Fax No. -----
E-mail address -----
4. Full address of Branch offices -----

Telephone No. -----
Fax No. -----
E-Mail address -----
5. Banker of Company/ Firm/ Agency -----
(Full Address) -----
(Attach certificate copy of statement -----
of A/c for the last three years) -----
Telephone Number of Banker -----
6. PAN/ GIR No. -----
(Attach attested copy)
7. Service Tax Registration No. -----
(Attach attested copy)
8. E.P.F. registration Number -----
(Attach attested copy)

9. E.S.I. Registration Number -----
(Attach attested copy)

10. Financial turnover of the Tendering Company/ Firm/ Agency for the last three financial years. (attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lakh)	Remarks if any
2008-09		
2009-10		
2010-11		

11. Give details of the major similar contracts handled by the tendering Company/ Firm/ Agency during the last three years in the following format:

Sl. No.	Details of client along with address, telephone numbers	Type of manpower supplied	Amount of Contract (Rs. Lakh)	Duration of Contract From	Duration of Contract To
1.					
2.					
3.					

(If the space provided is insufficient, a separate sheet may be attached)

12. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person
Name: -----
Seal

Date:
Place:

DECLARATION

1. _____
Son/Daughter/Wife of Shri _____ signatory of
the agency/firm mentioned above is competent to sign this declaration and execute
this tender document:

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
2. The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of authorized person

Full Name: _____

Seal: _____

Date:

Place:

FINANCIAL BID

For providing manpower to the National Horticulture Board the bid shall specifically contain the following:

1. Name of tendering Company/Firm/Agency:

2. Financial Quotation for various categories of manpower per person per month

Sl. No.	Component of Rate	Amount (Rs.) for Sr. Resource Person	Amount (Rs.) for Jr. Resource Person	Amount (Rs.) for Programmer	Amount (Rs.) for Horticulturist	Amount (Rs.) for Accounts Assistant	Amount (Rs.) for Data Entry Operator	Amount (Rs.) for Messenger	Amount (Rs.) Mali	Amount (Rs.) sweeper
1.	Monthly wages	25000/-	20000/-	18000/-	15000/-	15000/-	10000/-	6000/-	6000/-	6000/-
2.	Employees Provident Fund (Employer Share)*									
3.	Employees State Insurance**									
4.	Total									
5.	Contractors Service Charge									
6.	Service Tax Liability @ % on Sl No.4									
7.	Any other liability (Pl. indicate)									
8.	Total Column 1 to 7									

* Employee share of EPF to be deducted from the Monthly wages of employee. Employer share of EPF to be calculated @ 13.61% upto a maximum of Rs 6500/- of monthly wages or as per the limits prescribed by the EPFO from time to time.

** Employer share of ESIC to be calculated @ 4.75% of the monthly wages or as per the limits prescribed by ESIC from time to time upto a maximum ceiling as prescribed by EPFO.

Signature of authorized
person

Full Name: _____

Seal: _____

Date:

Place:

Notes:

1. The rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.

ANNEXURE 'A'

CONTRACT/AGREEMENT

(Agreement to be executed on Rs.100/- Non-judicial Court Stamp)

This agreement made this day of ____ 2012

BETWEEN

..... (hereinafter called the contracting agency which expression shall include his legal representatives) of the one part:

AND

National Horticulture Board, Ministry of Agriculture, Government of India, having its registered office at Plot No.85, Sector-18, Institutional Area, Gurgaon-122015, Haryana, (hereinafter referred to as "NHB") acting through Shri _____

WHEREAS, NHB had published a tender notice in _____ dated _____ seeking services of manpower on contractual basis as per the details mentioned in the tender notice initially for a period of one year:

WHEREAS, **Contracting Agency in response to the** said tender notice published in _____ dated _____ submitted the proposal with technical and financial bids to NHB;

WHEREAS, NHB after evaluation of the bids received from various service providers including the **Contracting Agency** decided to award the work to the **Contracting Agency** as per the terms and conditions of the tender notice and terms and conditions of this contract/agreement;

WHEREAS the **Contracting Agency** agrees to supply the Data Entry Operators, skilled and Non-Skilled persons to perform the work specified to them successfully on contract basis to the National Horticulture Board, as mentioned in the tender document under Office of the National Horticulture Board, 85, Institutional Area, Sector-18, Gurgaon as per details given below :

Sl.No.	Rate per month	Other Govt. liabilities including service Tax and Contractors Service	Total	Total No. of persons being supplied	Total amount per month
1.	Sr. Resource Person	25000/-			
2.	Jr. Resource Person	20000/-			
3.	Programmer	18000/-			
4.	Horticulturist	15000/-			
5.	Accounts Assistant	15000/-			
5.	Data Entry Operator	10000/-			
6.	Messenger	6000/-			
7.	Mali	6000/-			
8.	Sweeper	6000/-			

and on the terms and conditions hereinafter mentioned viz. :-

- (a) that it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contracting Agency for the services mentioned above shall be the employees of the Contracting Agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contracting Agency and in no case, shall a relationship of employer and employee between the said persons and National Horticulture Board or any person authorized shall accrue/arise implicitly or explicitly.
- (b) That the number of data entry operators/Skilled/Unskilled manpower will be purely need based. Therefore, the number of Contracting Agency's worker may be increased or decreased as per requirement. The Head, NHB, Gurgaon will be under no obligation to engage any specific number Contracting Agency's worker during the period of contract.
- (c) That this Contract shall remain valid for a period of one year w.e.f. initially and the same may, in the sole discretion of National Horticulture Board, be extended for further period. However the National Horticulture Board shall have full power to terminate the contract even prior to completion of initial one year if the manpower supplied is not functioning to the satisfaction of the Board.
- (d) That the National Horticulture Board shall have full power to reject the Data Entry Operator / Service of the operator and non skilled manpower which to the true intent and meaning is not in accordance with the requirement as per tender document.
- (e) That the contracting agency will deposit a sum equivalent to 10% of the tender value as security for compliance with the terms and conditions of this contract.
- (f) That the National Horticulture Board reserves the right to:
 - (i) Terminate this contract by giving notice of one week in advance any time during the contract.
 - (ii) To enter in to parallel contract for similar services with other agencies/person whenever it is found necessary.
 - (iii) To extend the contract up to further period, if required from the date of expiry of the initial period, at the same or amended rates, terms and conditions.
- (g) That the contracting agency will be entirely responsible for the execution of this contract in all respect in accordance with the conditions of this contract and shall not assign or sub-let the same.
- (h) That if the contracting agency becomes insolvent or he or his Agent offers any bribe in connection with the contract or the Contracting Agency fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof the National Horticulture Board may terminate the contract and forfeit the said deposit and recover from the Contracting

Agency any loss suffered by the Government/ National Horticulture Board or any third party on account of the contract being terminated.

- (i) That if any dispute or difference shall arise in relation to or arising out of the contract or the interpretation thereof which cannot be resolved through other means, shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996 by the Sole Arbitrator to be exclusively appointed by the Managing Director of NHB. The language of the arbitration shall be in English. The venue of the Arbitration shall be New Delhi. The award given by the arbitrator upon such references shall be final and binding upon the parties, and each party shall bear its own expenses in relation to such arbitration. Unless otherwise awarded by the arbitrator, the arbitration fees shall be shared equally by the parties.
- (j) That the Contracting Agency as a taxable service provider, must have registered with Central Excise Board and obtained Registration No. (15 digits Service Tax Code Number) and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider, Service Receiver, Description of service, Value of service tax payable thereon.
- (k) That the Contracting Agency shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the National Horticulture Board.
- (l) That the Contracting Agency shall keep National Horticulture Board indemnified against all claims whoever in respect of the employees deployed by the Contracting Agency or any third party. In case any employee of the Contracting Agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contracting Agency to contest the same. In case National Horticulture Board is made party and is supposed to contest the case, National Horticulture Board will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contracting Agency to National Horticulture Board on demand. Further, the Contracting Agency will ensure that no financial or any other liability comes on National Horticulture Board in this respect of any nature whatsoever and shall keep National Horticulture Board indemnified in this respect.
- (m) That the Contracting Agency shall further keep National Horticulture Board indemnified against any loss to National Horticulture Board's property and assets. The National Horticulture Board shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contracting Agency under this contract.
- (n) That the contracting agency shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the tender document.
- (o) That if the Contracting Agency violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of the officer

authorized by National Horticulture Board a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for particular month will be imposed.

- (p) The security money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contracting Agency and/or loss/damage, if any, sustained by the Office of National Horticulture Board on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contracting Agency

IN WITNESS WHEREOF, the authorized representatives of the parties, in the presence of witnesses have hereto set their hands upon the date first above written.

Witnesses:

1. **For CONTRACTING AGENCY**

2.

For NATIONAL HORTICULTURE BOARD

ANNEXURE 'B'

DATA SECURITY CERTIFICATE

I / We hereby certify that the National Horticulture Board shall have absolute right on the digital data and output products processed / produced by me / us. I / We shall be responsible for security / safe custody of data during processing. I / We also certify that the digital topographical data will not be taken out of the building premises or the vendor's premises (as the case may be) on any media. The original input data supplied to me / us by the National Horticulture Board or digital data and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of National Horticulture Board. I / We shall abide by all security and general instructions issued by SOI from time to time.

I / We also agree that any National Horticulture Board data from my / our computer system will be deleted in the presence of IPO / observer after completion of the task.

Signature of the contracting agency

Signature of the witnesses

(1)

(2)