



भाकृअनुप-राष्ट्रीय चावल अनुसंधान संस्थान, कटक-753006 (ओडिशा)

**ICAR-NATIONAL RICE RESEARCH INSTITUTE  
CUTTACK-753006 (ODISHA)**

**Department of Agricultural Research and Education (DARE)**

Phone (PABX) : 0671- 2367768-783, FAX:91-0671-2367663 / 2367777

E- mail: [directorrricuttack@gmail.com](mailto:directorrricuttack@gmail.com) / [director.ICAR-NRRI@icar.gov.in](mailto:director.ICAR-NRRI@icar.gov.in) / [crrictc@nic.in](mailto:crrictc@nic.in)

**An ISO 9001:2015 Certified Organization**



**TENDER DOCUMENT (Two Bid system)**

**NAME OF WORK:** Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract)

**Tender Enquiry No: 02/Outsourcing/Tech./2020**

**Tender published at Website:**

<https://eprocure.gov.in>

<https://icar-nrri.in>

**CPPP Helpline No: 1800-3070-2232, 0120-4200462, 0120- 4001002**



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**E-TENDER NOTICE**

**F. No. 53-29/2020/Outsourcing/Tech./**

**Sub:** Tender for Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract)

1. The Director ICAR-National Rice Research Institute (ICAR-NRRI) invites online **OPEN TENDER IN TWO BID SYSTEM** through e-tendering method from reputed Firm/Agency with adequate experience and financial capability for **Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract)"**. Eligible Firm/Agency may submit tenders/bids online through CPP Portal (<http://eprocure.gov.in/eprocure/app>). Tenderers are required to submit all the documents online and hardcopies thereof to the **Director, ICAR-NRRI, Cuttack-6** on or before the closing date and time.
2. The tender form/bid documents may be downloaded from the <https://eprocure.gov.in/eprocure/app> and our website <https://icar-nrri.in>. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. However, one set of hard copy should also be submitted along with EMD to the **Director, ICAR-NRRI, Cuttack-6** for the needful.
3. ICAR-NRRI will not be responsible for any delay in enrollment or submission of the offer/up-loading the offer on above mentioned e-procurement portal for any reason whatsoever. Hence vendors are advised to register in the e-procurement website <https://eprocure.gov.in> & enroll their Digital Signature Certificate (Class – II or above) and upload their quotations well in advance to avoid last minute problems.
4. Any Corrigendum about extension of date in respect of above tender shall be uploaded on our website <https://icar-nrri.in> and website <https://eprocure.gov.in> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.
5. The Director, ICAR-NRRI, Cuttack may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderness.
6. The Director, ICAR-NRRI, Cuttack- 753006 reserves the right to accept or reject any or all the quotations either in full or in parts without assigning any reason.
7. Link: [eprocure.gov.in](http://eprocure.gov.in)
8. **The contract will be for one year from the date of issuance of work order, which may be renewed upon satisfactory services.**
9. Estimated cost is **Rs. 50.00 Lakh** approximate per annum

10. **CRITICAL DATA SHEET (SECTION)**

Tender Enquiry Number	<b>02/Outsourcing /Tech./2020</b>
Description of work	Tender for Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract)
Type of Tender	<b>Two Bid system</b>
Bid submission Start Date and Time	<b>11/08/2020 10.00 AM onwards</b>
Bid submission Closing Date and Time	<b>17/08/2020 up to 3.00 PM</b>
Date and time of opening of Technical Bids	<b>18/08/2020 at 3.00 PM</b>
Date and time of opening of Financial bids	As will be reflected in the Technical Evaluation Report.
Bid Validity	180 days from the date of Technical Bid opening.
EMD	Rs. 1,00,000/- ( <b>Rupees one lakh only</b> ) in shape of Demand Draft drawn in favour of the Director, ICAR-NRRI, Cuttack payable only at State Bank of India Nayabazar, Cuttack-4 (Code No.2094).
EMD Validity	180 days from the date of Technical bid opening. This EMD should be submitted in Sealed envelope super-scribed as EMD for Tender for Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract)
Security Deposit	<b>5%</b> of the total contract value (Annually) should be deposited in shape of Demand Draft drawn in favour of the Director, ICAR-NRRI, Cuttack-6.
Submission of Bids	Online bids uploaded on CPP Portal ( <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> .) <b>from 11/08/2020 (10.00 AM) to 17/08/2020 up to 3.00 PM</b> . Hard copy of the tender must be submitted along with EMD (Original D/D) on or before closing date and time.
Details of tender	Tender Documents are available on ICAR-NRRI website ( <a href="https://icar-nrri.in">https://icar-nrri.in</a> ) and CPP Portal ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ).

11. Scope of proposed work and other requirements connected to the contract, including formats of the bids, terms and conditions of the contract etc., are enclosed to this Tender notice, as per the following details:

3.1	Letter of Invitation	ANNEXURE –I
3.2	Scope of work	ANNEXURE- II
3.3	Instructions to Bidders	ANNEXURE-III
3.4	Check list for Technical Bid Evaluation	ANNEXURE-IV
3.5	Certificate to be given as part of Technical Bid	ANNEXURE-V
3.6	Details of the Minimum 03 year experience/work done	ANNEXURE-VI
3.7	Draft Agreement	ANNEXURE-VII
3.8	Financial Bid / BOQ	ANNEXURE-VIII

12. The entire tender document including all Annexures, except the Financial Bid in **Annexure –VI**, will be part of the Technical Bid which also must contain the scanned copy of EMD document and all other requisite documents called for in the tender. Both bids (technical and financial) are to be uploaded on CPP Portal (<http://eprocure.gov.in/eprocure/app>.) Hard copy of the tender along with original EMD must be submitted to **Director, ICAR-NRRI, Cuttack-753006** before the last date of submission of Tender on CPP Portal. Special instructions to the Firm/Agency/Bidders for e-submission of the bids through this e-Procurement Portal can be downloaded from CPP Portal <http://eprocure.gov.in/eprocure/app>).

HEAD OF OFFICE  
For on behalf of the Director



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**Note: All communications must be addressed to 'The Director', ICAR-NRRI, Cuttack-6.**

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE Tender for Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract)

**LETTER OF INVITATION**

From:

*The Director  
 ICAR-NRRI, Cuttack-6.*

Dear Tenderer/Sir (s),

Online bids are hereby invited on behalf of the Director, ICAR-NRRI, Cuttack-6 for annual contract Tender for Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract). The terms and conditions of the contract are detailed in the tender document. Please submit your offer if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached Annexures. Please **submit your financial bid online and all other documents need to be submitted both online and offline to the Director, ICAR-NRRI, Cuttack on or before the closing date and time of submission of online tender.**

- 1) An earnest money of **Rs. 1,00,000/- (Rupees one lakh only)** must be deposited in shape of demand draft drawn in favour of the Director, ICAR-NRRI, Cuttack-6 payable only at S.B.I. Nayabazar Branch, (Code 2094). The particulars of the earnest money deposited must also be super-scribed on the top of the envelope by indicating the draft number and date, falling which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders. The EMD shall be refunded to unsuccessful Firm/Agency without paying any interest by the ICAR-NRRI.
- 2) The Firm/Agency, after submitting tender, will not be permitted to withdraw their offer or modify the terms and conditions thereof. If the Firm/Agency fails to observe and comply with the foregoing stipulation, EMD will be forfeited. In the event of the offer made by the Firm/Agency not being accepted, the EMD will be refunded, in the manner prescribed by the ICAR-NRRI.
- 3) Director, ICAR-NRRI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of ICAR-NRRI, for any justifiable reasons, not mandatory to be communicated to the Tenderer. His decision will be final for any aspect of the contract and binding on parties. Disputes arising, if any, on the contract will be settled at his level and will not be referred to arbitration.
- 4) Acceptance of the offer will be communicated by email/fax/letter or any other form of communication. Formal letter of acceptance and work order will be forwarded as soon as possible, but the earlier instructions in the email/fax/letter should be acted upon immediately.
- 5) Essential documents required for technical evaluation of bids are detailed in **ANNEXURE IV.**

HEAD OF OFFICE  
 For and on behalf of the Director  
 ICAR-NRRI, Cuttack-6

**Scope of work:**

**Tender for Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract)**

<b>Sl. No.</b>	<b>Nature of Job</b>	<b>Desirable Qualification/Experience</b>	<b>Classification</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
1.	Repair and Maintenance of small equipment or any services coming under this category.	Should possess advanced education and knowledge to perform complicated tasks, ability to adopt quickly to technology. He/She must be capable of working and supervising efficiently the work of other groups.	Highly Skilled
2.	Office Assistant / Data Entry Operator/ Workshop Assistant / Technical Assistance / Computer operator etc. or any services coming under this category.	Degree/3 years Diploma after 12 <sup>th</sup> Class pass	Skilled
3.	Plumber /Tractor Driver/ Electrician /Pump Operator/ Generator Operator/ Agricultural field operator / Agricultural field Assistant etc. or any services coming under this category.	10 <sup>th</sup> Pass/Trade Certificate/License	Semiskilled
4.	Gardener / Lab Workshop helper / Office peon / Lab support etc. or any services coming under this category.	Class VIII pass	Un Skilled

**NOTE:** The price bid should be submitted on-line in the "BOQ format of Excel file" only as Available in the Tender Notice in CPP Portal (<http://eprocure.gov.in>).

HEAD OF OFFICE  
For and on behalf of the Director  
ICAR-NRRI, Cuttack-6

**INSTRUCTIONS TO BIDDERS**

1. The tender is in two parts i.e. (1) Technical Bid and (2) Financial Bid. These bids duly filled shall be submitted online. However, hard copy of complete set of Technical Bid must be submitted to the **Director, ICAR-NRRI, Cuttack-6**. The Technical Bid uploaded on the portal must contain the scanned copy of EMD and all other requisite documents called for in the tender. Both bids (technical and financial) are to be uploaded on CPP Portal ([www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)). Special instructions to the Bidders for the e-submission of the bids online through this e-Procurement Portal can be downloaded from CPP Portal ([www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)).
2. The two separate bids shall contain information as under:-
  - a) **Technical Bid:** This shall contain the entire tender document, except **Annexure-VI**, which relates to the Financial Bid, with each page signed with the Rubber Stamp of the Bidder. This will also enclose the scanned copy of Earnest Money Deposit (EMD) amounting to **Rs. 1,00,000/-** (Rupees one lakh only). The Demand Draft should be drawn in favour of Director, ICAR-NRRI, Cuttack payable only at S.B.I. Nayabazar Branch, (Code 2094). All other required supporting documents towards eligibility and experience criteria as mentioned in **Annexure IV** shall be submitted online. No price shall be mentioned in this document anywhere. If price is mentioned in the Technical bid, the offer will liable to be rejected.
  - b) **Financial Bid:** This shall only contain the schedule of rates duly filled and signed in the prescribed formats i.e. **Annexure VI**.
3. No conditional bid will be accepted. The EMD will be refunded to the unsuccessful bidders as soon as practicable after a decision has been taken on the Tender and to the successful bidders after furnishing the required security deposit for the contract.
4. The tender must be in the prescribed formats only and shall be accompanied with all other necessary documents. The consolidated monthly amount to be charged has to be indicated in Indian Rupees both in words and figures (in the prescribed Proforma of Financial Bid / BOQ).
5. The contract shall be awarded to the Firm/Agency meeting all scopes of work and fulfilling all the terms and conditions of the tender, with specific reference to the essential condition relating to the availability of requisites infrastructure/facilities and experience of similar nature.
6. The financial bids of only those bidders who are found technically qualified will be opened for comparison. The past performance of the bidders with user Departments will be important criterion in evaluating the technical bid. The Director, ICAR-NRRI reserves the right to reject all or any of the quotations and decision of the Director, ICAR-NRRI in the matter shall be final and binding.
7. The successful bidder shall have to deposit **5%** of the value of the contract (calculated annually) as performance security/security deposit within the time frame indicated by the ICAR-NRRI in the award of contract.
8. The tendering Firm/Agency has to carefully assess the scope of work with specific reference and understand the details of the infrastructure/facilities requisitioned. The tenderer may, in their own interest, inspect the site i.e. inside of ICAR-NRRI Campus at ICAR-NRRI, Cuttack where the services are to be provided. For any clarification (s) as to the tender/scope of work or inspection of the premises, the prospective bidders may contact **Head of Office, ICAR-NRRI, Cuttack-753006** with prior appointment on any working day between 10.00 AM to 5.00 PM.
9. No interest on Security Deposit and EMD shall be paid by ICAR-NRRI to the tenderer.
10. The Firm/Agency is being permitted to submit tenders in consideration of the stipulations on the part that after submitting tenders, he/she will not rescind from his/her offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulation, the EMD will be

forfeited by the Director, ICAR-NRRI. In the event of the offer made by the tenderer not being accepted, the amount of EMD will be refunded without any interest, in the manner prescribed by the Director, ICAR-NRRI, Cuttack.

11. The performance security/security deposit shall be valid till all contractual obligations are fulfilled by the Firm/Agency. The same shall stand forfeited in case of cancellation of the contract for any breach of contract or for any deficiency in the performance noticed during the currency of the contract.
12. The tenderer is liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Person signing the tenders or other documents must ensure that he is an authorized person on behalf of the Firm/Agency to do so. The person signing the tender forms or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the person so signing had no authority to do so, the ICAR-NRRI 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 schedules to the tenders and annexures, if any, should be signed by the tenderer.
13. Acceptance by the ICAR-NRRI will be communicated online as well as by FAX/email/Speed Post or any other form of communication. Formal letter of acceptance and work order will be forwarded as soon as possible, but action for execution of works should be started immediately on the basis of online order/communication.
14. Details of essential documents required for Technical evaluation of bids are provided in **Annexure IV**.
15. The contract shall normally be awarded for a period of one year from the date of award or any shorter period that may be decided by the Director. The Contract will be strictly monitored as per Scope of work given in **Annexure II** 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 terminated giving by giving one month notice. The decision of the Director, ICAR-NRRI in this regard shall be final and binding.
16. The contract can be extended for further period of two more years on year to year basis subject to satisfactory performance of the Firm/Agency.
17. If the contract is terminated on the grounds of glaring shortcomings or deficiencies during the currency of its tenure including extended tenure, if any, the ICAR-NRRI 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/Firm/Agency.
18. **The rates quoted by the Agency and approved by ICAR-NRRI should be as per the current rate of Minimum wages for each category of service (s), current rate of EPF & ESIC contribution, GST and other Taxes as applicable from time to time. The rates quoted by the Agency and approved by ICAR-NRRI will be revised as and when the above components are revised by the concerned department and on receipt of written request from the Agency for revision of rates. However, the Service Charges quoted by the Agency and approved by ICAR-NRRI shall be 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 as well as extended period of contract.**
19. It is the obligation of the Agency to follow the minimum wages issued by the appropriate Government under Minimum Wages Act, 1948. The ICAR-NRRI shall have no liability, financial or otherwise, for any harm/damage/injury caused to the services deployed by the Firm/Agency in the course of performing work of ICAR-NRRI. Neither the Firm/Agency nor its services shall have any claim on ICAR-NRRI for compensation or financial assistance on this account.

20. The Firm/Agency shall be solely responsible for payment of wages, EPF and ESI and liability under Employees Compensation Act etc. directly to all the services account maintained by EPFO & ESI as per prevailing Acts/orders of Govt. of India. If any dispute arises between the Firm/Agency and its services in the matter of wages or any service conditions the same will be settled amongst the Firm/Agency and the services engaged by it themselves. The ICAR-NRRI in no case shall be a party to such dispute.
21. It shall be the sole responsibility of the Firm/Agency 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 services deployed and in regard to welfare of the services deployed for the work in particulars, then the performance security will be confiscated and Firm/Agency will be blacklisted.
22. The services deployed by the Firm/Agency should not have any police records/criminal cases against them. The Firm/Agency should make adequate enquiries about the character and antecedents of the services whom they are deploying. The service provider will provide the duly filled police verification form of the services to the ICAR-NRRI within **fifteen days of award of contract and the ICAR-NRRI will get them verified from the police authorities**. The Firm/Agency will provide Name Address, Telephone No & Photographs of its services deployed at ICAR-NRRI.
23. That no right, much less a legal right shall vest in the Firm/Agency's services to claim/have employment or otherwise seek absorption in the ICAR-NRRI nor the services shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the ICAR-NRRI. The services will remain the liabilities of the Firm/Agency and will be the solely responsibility of the Firm/Agency to make it clear before deputing on work at ICAR-NRRI. There is no Master and Servant relationship between the services of the service provider and the ICAR-NRRI and further that the said services of the service provider shall not claim for any employment or absorption in the ICAR-NRRI by virtue of their engagement for this work.
24. The service provider's services shall not claim any benefit/ compensation/ regularization/ absorption of services from the ICAR-NRRI under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. Undertaking from the services to this effect shall be required to be submitted by the service provider to ICAR-NRRI.
25. The service provider's services shall not divulge 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.
26. The services of the Firm/Agency shall be of good character and of sound health. The service provider shall ensure proper conduct of its services in office premises and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of pan/Gutkha, smoking using speakers for listening to music and loitering without any work. The services should not be below the age of 18 years.
27. The service provider shall replace immediately any of its services, if not acceptable to the ICAR-NRRI because of security risk, incompetence, conflict of interests and breach of confidentiality or improper conduct upon receiving a written notice from any staff of the ICAR-NRRI.
28. The damage caused, if any, to ICAR-NRRI property through the acts of the Firm/Agency and/or by its services shall be made good by the Firm/Agency and decision of the ICAR-NRRI in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by the Firm/Agency or its services or otherwise any harm done to the ICAR-NRRI, its properties, designated officials or other employees, the Firm/Agency 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-NRRI may deem fit.
29. The Firm/Agency shall be responsible for making timely payment of due wages to the services deployed by depositing of EPF with EPF through ECR and ESI contribution. A copy of ESI Challan and ECR indicating name of the services with the EPF contribution will be submitted by the Firm/Agency to the ICAR-NRRI as proof. If any complaint is received with regard to these matters, the action will be taken



against the Firm/Agency and concerned authorities will be asked to take legal action against the Firm/Agency. ICAR-NRRI will not at all be liable. Documentary proof of vouchers towards payment of ESI & EPF to be required and may be attached along with the monthly bills. The documentary towards payment of the above obligations in respect of the services of the Firm/Agency should be submitted to ICAR-NRRI on every six months for verification. Non-compliance will lead to break in further payments.

30. The Firm/Agency shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having jurisdiction or authority, which in any manner may affect their services deployed and anything related to carry out the work. All the rules & regulations & bye-laws laid down by the local bodies and any other statutory bodies shall be adhered to, by the Firm/Agency during the period of the contract.
31. The Firm/Agency shall be responsible for all injury and accident to the services deployed by them while on duty. It is desirable that all services are covered under insurance and as per various acts and laws governing the same.
32. In the event of any loss being occasioned to the ICAR-NRRI on account of the negligence of the duty by the Firm/Agency or its service, the Firm/Agency shall make good the loss sustained to the ICAR-NRRI either by replacement or on payment by adequate compensation.
33. The Firm/Agency shall not appoint Sub-Firm/Agency to carry out any obligation under the contract and under such case agreement will be declared as void and such act of the Firm/Agency will be taken as breach of Contract and resultantly its Security Deposit shall be forfeited and contract shall be terminated.
34. The Firm/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 gazette / national holidays etc. and the same is to be included in the monthly charge claim in the tender by the Firm/Agency.
35. Director, ICAR-NRRI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of ICAR-NRRI for any justifiable reasons, not mandatory to communicate to the tenderer.
36. The Firm/Agency shall abide by all laws of the land including Labour Laws, Company Act, tax deduction liabilities, Welfare measure of its services and all other obligations in such cases and are not essentially enumerated and defined herein, whatsoever.
37. The ICAR-NRRI reserves the right to ask the Firm/Agency to remove any services deployed by them without assigning any reason/notice thereof.
38. The Firm/Agency shall be responsible for the good conduct and behavior of its employees. If any services of the Firm/Agency is found misbehaving with the ICAR-NRRI staff or other staff of Agencies working in ICAR-NRRI Campus, Cuttack-6, the Firm/Agency shall immediately withdraw such services forthwith at their own risk and responsibility. The Firm/Agency shall issue necessary instructions to its services to act upon the instruction given by the supervisory staff of the ICAR-NRRI.
39. Any dispute arising out of and in relation to this agreement shall be referred the Director, ICAR-NRRI and his decision will be final and binding on the Firm/Agency.
40. The Annual Rate contract with the successful bidder will not automatically mean deployment of services on regular basis. For services requirement in different Section/ Division/Cell/Lab etc. Only on receipt of written communication form the competent/authorized authority of ICAR-NRRI, the Firm/Agency will have to provide resumes/Bio-Data of the services having desired qualification. The Institute reserves the right to call the person face to face interaction before asking him/her before render service for the defined period.

41. **The duration of the contract shall be initially for one year and extendable up to maximum two years on same rate, terms & conditions if the performance of Firm/Agency is found satisfactory.** The contract can be terminated even earlier on account of any of the following reasons:
- i) On account of unsatisfactory performance
  - ii) Breach of contract clauses(s)
  - iii) Persistently neglecting to carry out obligations under the contract
42. The Firm/Agency shall have no claim to compensation for any loss sustained by it by reasons of having deployed services or purchased machines and material for the work.
43. Income tax will be deducted from the bills as per rule.
44. Supervisor will maintain all the registers, which are kept at concerned Section.
45. The Firm/Agency must deploy adult services only. Employment of child labour may lead to termination of the Contract.
46. The services so provided by the Firm/Agency under this contract will not be the employee of the Council/ICAR-NRRI and there will be no Employer-Employee relationship between the Council/ICAR-NRRI, and the so called services deployed by the Firm/Agency in the aforesaid services.
47. An Identity card bearing the name of the Firm/Agency should be provided to each services deployed by them, so that they can be clearly identified as the services of the Firm/Agency.
48. At the time of engaging personnel for providing services, their testimonials as per the tender term and condition will be verified, if found correct, then they will be allowed to provide the service.

HEAD OF OFFICE  
For and on behalf of the Director  
ICAR-NRRI, Cuttack-6

**Tender for Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract)**

From:

\_\_\_\_\_

To

\_\_\_\_\_

The Director,  
ICAR-NRRI, Cuttack-6.

I/we have read all the particulars regarding the General information and other terms and conditions of the contract for **Tender for Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract)** 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-I to this Tender and I/we agree to hold this offer open till 90 days. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

- 2) I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
- 3) The following pages have been added to and forms a part of this Tender for the contract for **Tender for Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract)**. The Schedule I & II to accompany this Tender are at pages\_\_\_\_\_
- 4) Every page so attached with this Tender bears Signature and the office seal.
- 5) Demand Draft No\_\_\_\_\_ of **Rs.**\_\_\_\_\_ drawn in favour of the Director, NRRI, Cuttack-6 and payable at State Bank of India, Nayabazar Branch, Cuttack-4 (Code No. 2094) is enclosed as earnest money required.

Signature & Seal of the Bidder

Telephone No. (Office):

Telephone No. (Resi.):

Mobile No.:

E-mail ID:

**SCHEDULE TO TENDERS**  
**SCHEDULE - I**  
**CHECK LIST FOR TECHNICAL BID EVALUATION**

<b>Sl. No.</b>	<b>Document required</b>	<b>Upload the scanned copy</b>	<b>Page No.</b>
i)	Registration certificate of the Firm/Agency under the work contract of the Central Govt. /State govt.	pdf	
ii)	Minimum turnover of the Firm/Agency not less than <b>Rs. 50.00 Lakh (Rupees Fifty Lakhs only)</b> during the last three financial year. The testimonials duly signed by a Chartered Accountant.	pdf	
iii)	Minimum three year continuous experience of the Firm/Agency in the field of providing such services preferably in Central Govt. establishments/ Autonomous bodies of Govt. of India/Corporations of Govt. of India/Reputed Public or Private Organizations provide the details in enclosed tabular form. <b>(Please see Annexure –VI).</b>	pdf	
iv)	Certified Balance sheet of the Firm/Agency for last three years of the service contract by the chartered accountant.	Pdf	
v)	Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three year.	Pdf	
vi)	Employee EPF registration certificate issued by local Govt. etc.	pdf	
vii)	Employee ESI registration certificate issued by local Govt. etc.	pdf	
viii)	The Firm/Agency/Agency must have a registration with the Contract Labour (Regulation and Abolition) Act. 1970. The Firm/Agency shall obtain the labour license under this Act.	pdf	
ix)	Numbers of staff/supervisors registered under ESI & EPF separately. Minimum 50 nos. (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof towards payment of EPF & ESI in respect of 50 or more employees of the Firm/Agency to be furnished.	Pdf	
x)	Goods & Service Tax registration certificate issued by Govt. etc.	pdf	
xi)	Copy of EMD of <b>Rs. 1,00,000/-</b>	pdf	

**Note:**

1. The ICAR-NRRI will pay the bill inclusive the tax and the Firm/Agency will have to deposit the tax and furnish proof of deposit to ICAR-NRRI every month.
2. Photocopies of all necessary documents duly self-attested must be attached for the purpose of Technical Bid Evaluation.
3. The Firm/Agency will have to make payment for two consecutive months, even without receiving payment from ICAR-NRRI.
4. Successful Tenderer will have to enter into a detailed contract agreement with ICAR-NRRI on non-judicial stamp paper of **Rs.100/-** (Rupees One hundred only).
5. Only those Firm/Agency that qualify the technical bid will be considered for opening the financial bid.

**SIGNATURE & SEAL OF THE BIDDER**

**SCHEDULE-II****TENDERER TO FILL UP THIS PAGE (In the Letterhead of the Firm/Agency)**

1.	(a)	Name of the Tenderer Firm / Agency / Organization/PSU	:	
	(b)	Name of the Proprietor/Partner	:	
2.		Office Address of the Firm/Agency	:	
3.		Telephone/Mobile No.	:	
4.		Fax No.	:	
5.		E-mail ID:	:	
6.		Website address, if any	:	
7.	(i)	GST Registration Certificate No.	:	
	(ii)	Trade License No.	:	
	(iii)	PAN No.	:	
8.	(i)	Firm/Agency's Bank Account No and Type of Account	:	
	(ii)	Name of Bank & Branch	:	
	(iii)	IFSC Code No.	:	
9.		Name of Public Sector/Govt. organization to whom similar services have been provided by the Firm/Agency during the last three years	:	
10.		Name of authorized representative(s)	:	
11.		Whether proprietary or partnership Firm / Agency / Company	:	
12.		EPF Registration No.	:	
13.		ESI Registration No.	:	
14.		Labour license for providing Outsourcing Service from Central/State Govt. Labour Department.	:	

**NOTE:**

1. Wages for one month will be calculated @ 26 days only.
2. EPF and ESI will be payable by the Firm/Agency to its workers as per Minimum Wages Act of Govt. for which necessary challan/documents/ECR copies duly signed by the Firm/Agency are required to be submitted to the Office along with each monthly bill.
3. The service charge of Firm/Agency is a fixed amount and must be indicated in figures and words clearly without any overwriting or cutting. Any such thing will automatically disqualify the quotation/tender offer from consideration. The service charge will not change even when there is any change in minimum wages.
4. Any extra charge (Bonus) which the Agency deems fit OR if required to be payable to its workers by Government of India's law, any such payment shall have to be paid by the Agency directly to its employee. In such cases, if the Agency wishes to make this additional payment to its workers, it may provide from its own sources or include such charge within the service charge in the response by the Agency. It is reiterated that No extra charge shall be paid to the company on any account afterwards, if not mentioned.
5. Latest order of Central Labour Commissioner for minimum wages may be enclosed with the quotation/tender offer.
6. Tender offering rates less than minimum wages of Govt. of India will not be considered.

Signature & Seal of the Bidder

Telephone No. (Office):

Telephone No. (Resi.):

Mobile No.:

E-mail ID:

**TENDER COVERING LETTER  
(In duplicate in Firm/Agency's Letterhead)**

Ref. No.: .....

Date: ...../...../2020

To

The Director,  
ICAR-National Rice Research Institute  
Cuttack – 753006

Sub: ICAR-NRRI Tender Enquiry No. 02/Outsourcing/Tech./2020 Dated 25/07/2020 For **Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract).**

Sir,

I/We the undersigned have examined the above mentioned tender documents **Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract).** We now submit our offer to provide the above said service in conformity with your stipulated terms and conditions along with requisite EMD/Security deposit enclosed.

If our tender is accepted, we undertake to perform the service as mentioned above, in accordance with the mutually agreed schedule as may be specified in your order/contract. We agree to keep our tender valid for acceptance for a period upto 180 days. Modification, if any may be specified in the special terms or for subsequently extended period agreed by us. We also accordingly confirm to abide by this tender up to the aforesaid period and the tender may be accepted any time before the expiry of the aforesaid period and also that our EMD/Security deposit shall be liable to be forfeited, if we withdraw from the tender or fail to abide by the contract terms in due manner, if selected, subsequently and within the above bid validity period. We, further confirm that until a formal contract agreement is executed or Order is awarded on us, this tender read with your written Letter of Intent (LoI) or acceptance thereof within the aforesaid period will constitute a binding contract between us.

I/We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.

Signature &amp; Seal of the Bidder

Telephone No. (Office):

Telephone No. (Resi.):

Mobile No.:

E-mail ID:

**ANNEXURE -VI****Details of the Minimum 03 year experience/work done:**

Sl. No.	Name of the Deptt. / Organization & Name of contract person with phone No.	Period		No. of staff deployed	Remarks
		From	To		

**Signature & Seal of the Bidder**



**DRAFT SPECIMEN AGREEMENT**  
(As per Rule 149 of GFR)

JOB WORK/ SERVICE CONTRACT FOR **Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract).**

This agreement is made at CUTTACK on (Date.....), 2020 between the Director, ICAR-NRRI, Cuttack which terms shall include its successors, assignees etc. on the first part (hereinafter referred to as ICAR-NRRI) and (name & address of the Firm/Agency), (hereinafter referred to as the Firm/Agency) which terms shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the Director, ICAR-NRRI invited open tender from reputed Firm/Agency with experience & financial capability for providing job work/service contract for **Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract).**

AND whereas the Director, ICAR-NRRI has decided to assign the job work/service contract for **Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract)** to ..... on the terms and condition as contained hereinafter.

**NOW IT IS HEREBY AGREED by and between the parties hereto as follows:**

1. That 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 Director, ICAR-NRRI 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. That the contract will be initially for a period of one year and extendable for a further period of two years (total three year) on year to year basis, subject to satisfactory performance of the Firm/Agency and its willingness to continue on mutually agreed terms.
3. That the Firm/Agency will provide full particulars of every services deployed for providing the services.
4. That all services deployed at premises shall all times and for all purposes deemed to be employee of the Firm/Agency and the ICAR-NRRI shall have no liability on this account in any manner.
5. That the Firm/Agency shall ensure that all services deployed at ICAR-NRRI, Cuttack-6 are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. That the Director, ICAR-NRRI, Cuttack or duly authorized officer on his behalf shall have the right to ask for the removal from the ICAR-NRRI, Cuttack-6 any services considered by the Council/ICAR-NRRI to be incompetent, disorderly or any other reason and such services shall not again be deployed without the consent of the ICAR-NRRI.
7. That the services deployed by the Firm/Agency should work as per the scope defined at **Annexure II** of the tender document. No extra wages will be paid for weekends and holidays.
8. That the monthly consolidated charges will be paid for the job work/service contract for **Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) at ICAR-NRRI, Cuttack (Annual Rate Contract).** This payment includes all statutory payment/charges such as ESI and EPF and other charges. Govt. Taxes are extra as per government notification.
9. The proof of deposit of ESI and EPF against the account of engaged person must be attached along with bill submitted to ICAR-NRRI for payment, without which the bill will not be processed.
10. That the services deployed by the Firm/Agency shall render the services on job contract basis on all days of the month as per the work specified in **Annexure II**. There will be no separate payment for three national Holidays i.e. Republic Days, Independence Day and Gandhi Jayanti and the same is to be included in the monthly charge claim in the tender by the Firm/Agency.
11. That the Firm/Agency shall be responsible for making timely payment of due wages to the services and deposit of EPF with EPF through ECR and ESI contribution. Any complaint is received with regard, action will be taken against the Firm/Agency and concerned authorities will be asked to take legal action against the Firm/Agency.
12. That the Firm/Agency will raise the bill for the preceding month on 1<sup>st</sup> working day of every month and the payment will be released by ICAR-NRRI through ECS system subject to satisfactory performance of contracted job/work/services
13. That the deduction of Income Tax (TDS) from the bills of the Firm/Agency will be made at source as per rates applicable from time to time.
14. That in case any dispute between the parties, the matter shall be referred to the Director, ICAR-NRRI, Cuttack. The decision of the Director, ICAR-NRRI shall be final and binding in any respect of any dispute between the parties.
15. That in case the Firm/Agency fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Director, ICAR-NRRI shall have power to terminate the contract.

16. That the Firm/Agency agrees to discharge all their legal obligations in respect of their services 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 viz obligations under Contract Labour (Regulation & Abolition) Act, 1970, Workmen's Compensation Act, E.P.F. & M.P. Act, and ESI Act etc. The Firm/Agency agrees to indemnify and keep indemnified the ICAR-NRRI on account of any failure to comply with the obligations under various laws or damage to ICAR-NRRI, Campus, ICAR-NRRI, Cuttack-6 due to acts/omissions of Firm/Agency. Minimum wages shall be paid to the services by the Firm/Agency at the rate fixed by the Chief Labour Commissioner (Central) from time to time and as per the minimum wages Act. The Firm/Agency shall also pay all such benefits to its services as envisaged under various Acts and laws like ESIC Act, EPF & MP Act. Payment of Bonus Act, Taxes etc. The Firm/Agency shall also ensure compliance of all laws applicable and / or to be made applicable and ICAR-NRRI shall not be liable for the same and the Firm/Agency indemnifies ICAR-NRRI in all respects thereof. The Firm/Agency shall provide an undertaking every month for compliance of the provision of Contract Labour/Rule and other Law applicable along with the monthly bill.
17. That it is also agreed that under no circumstances, the volunteers and services of the Firm/Agency shall be treated, regarded or considered or deemed to be treated as the employees of the ICAR-NRRI and the Firm/Agency alone shall be responsible for their remuneration, wages and other benefits etc. The Firm/Agency shall indemnify and keep indemnified the ICAR-NRRI, against any claim that it may have to meet towards the services of the Firm/Agency. The Firm/Agency's services shall have no claim for absorption/regularization and financial benefits etc. that are admissible to regular employees of ICAR-NRRI.
18. That in case of any loss or damage to the property of the ICAR-NRRI which is attributable to the Firm/Agency, the full damages will be recovered from the Firm/Agency.
19. That the Firm/Agency shall not transfer its right of work or sub-contract to anyone else.
20. That the Firm/Agency or its workers shall not misuse the premises for any purpose other than for which contract is awarded.
21. That the Firm/Agency shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligently and honestly. Any misconduct/misbehavior on the part of the services deployed by the Firm/Agency will not be tolerated and such person(s) will have to be replaced immediately.
22. That in case of any accident/loss of life of the services during discharging duties, if any compensation is awarded, the same shall be borne by the Firm/Agency.
23. That the Firm/Agency shall provide a coordinator for immediate interaction with the ICAR-NRRI.
24. That the terms and conditions as stipulated in the tender document and Work order shall be the part of this agreement.
25. **PENALTY CLAUSE: liquidated damages clause:**
  - a. That an amount equivalent to two days of contract amount subject to a minimum of Rs. 500/- will be levied as liquidated damages per day whenever it is found that the work is not up to the mark in any Section, it will be brought to the notice of supervisory staff of the Firm/Agency by ICAR-ICAR-NRRI and if no action is taken within one hour, liquidated damages clause will be invoked.
  - b. That any misconduct/misbehavior on the part of the manpower deployed by the Firm/Agency will not be tolerated and such person will have to be replaced immediately.

The decision of Director, ICAR-NRRI shall be final and binding on the Firm/Agency in respect of any clause covered or incidental to the contract.

Authorized Signatory  
on behalf of the Firm/Agency  
(With Official Seal)

(Authorized Signatory)  
Head of Office  
For and on behalf of the Director,  
ICAR-NRRI, Cuttack – 753006  
(With Official Seal)

Name & Signature of Witness 1 :

Address:

Name & Signature of Witness 2 :

Address: