

भाक्सिनुप-रा य चावल अनुसंधान सं थान, कटक-753006 (ओ डशा) 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: directorcrricuttack@gmail.com / director.nrri@icar.gov.in / crrictc@nic.in An ISO 9001:2015 Certified Institute



# **TENDER DOCUMENT (Two Bid system)**

**NAME OF WORK:** "Cleaning of Roads & lifting Garbage and Grass cutting work of Residential and Non-residential areas" at NRRI, Cuttack.

Tender Enquiry No: 09/Cleaning of Road & lifting Garbage /Tech./2021

Tender published at Website: <u>http://eprocure.gov.in</u> <u>http://icar-nrri.in</u>

<u>CPPP Helpline No :</u> 1800-3070-2232, 0120-4200462 0120- 4001002

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F. No. 53-15/2021/CCW/Tech.

- Sub: Tender for Job/Work contract for "Cleaning of Roads & lifting Garbage of Residential and Non-residential areas" at NRRI Campus, NRRI, Cuttack-6.
  - The Director ICAR-National Rice Research Institute (NRRI) invites online OPEN TENDER IN TWO BID SYSTEM through e-tendering method from reputed firms with adequate experience and financial capability for Job work/service contract for "Cleaning of Roads & lifting Garbage of Residential and Nonresidential areas" at ICAR-NRRI, Cuttack-6. Eligible firms may submit tenders/bids online of CPP Portal (<u>http://eprocure.gov.in/eprocure/app</u>.) from <u>06/08/2021 to 26/08/2021</u> up to 3.00 PM. Tenderers are required to submit all other documents online before tender closing date. Details can be obtained for <u>www.nrri.nic.in</u>.
  - 2. The tender form/bid documents may be downloaded from the https://eprocure.gov.in/eprocure/app and our website www.nrri.nic.in. Online submission Bids through Central Public Procurement of Portal (https://eprocure.gov.in/eprocure/app) is mandatory. Manual/Offline bids shall not be accepted in any circumstances.
  - 3. 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 <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> & 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 issued on our website <u>www.nrri.nic.in</u> and website <u>https://eprocure.gov.in</u> 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, NRRI, Cuttack may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderness.

- 6. The Director, 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
- 8. The rates quoted shall be valid for a period of one year from the last date fixed for submission of bid.
- 9. Estimated cost is Rs. 24.00 lakh approximate per annum

Tender Number	09/Cleaning Road & lifting garbage/ Tech./2021		
Description of work	Tender for Job/Work contract for "Cleaning of Roads & lifting Garbage of Residential and Non-residential areas" at NRRI Campus, NRRI, Cuttack-6.		
Type of Tender	Two Bid system		
Bid submission Start Date and Time	06/08/2021 3.00 p.m. to onward		
Bid submission End Date and Time	<u>26/08/2021</u> up to 3.00 p.m		
Date and time of opening Tenders	<u>27/08/2021</u> at 3.00 p.m.		
Financial Bid to be opened	As will be reflected in the Technical Evaluation Report		
Bid Validity	180 days from the date of Technical Bid opening.		
EMD	Exempted till 31.12.2021, but Bid Security Declaration (Annexure-) must be submitted in the letterhead of the bidders for accepting the clause that the bidder will be suspended from participation in bidding process for One Year from the date of opening if they withdraw or modify their bids during the period of validity etc.		
Security Deposit	3% of the total contract value (Annually) shall be deposited in the form of Demand Draft in favour of the Director, NRRI, Cuttack-6.		
Submission of Bids	OnlinebidsuploadedonCPPPortal(http://eprocure.gov.in/eprocure/app.)from06/08/2021 to 26/08/2021up to 3.00 p.m.		
Details of tender	Tender Documents and Notice in also available on NRRI website ( <u>www.nrri.nic.in</u> )		

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

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 Invitation, 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	ANNEXURE-V	
	Bid		
3.6	Financial Bid (BOQ)	ANNEXURE-VI	
3.7	Draft Agreement	ANNEXURE-VII	
3.8	Details of the Minimum 01 year	ANNEXURE-VIII	
	experience/work done.		
3.9	Bid Security Declaration	ANNEXURE- IX	

12. The entire tender document including all Annexure, except the Financial Bid in Annexure -VI, will be part of the Technical Bid which must contain all requisite documents called for in the tender. Both bids (technical and financial) uploaded CPP Portal are to be on (http://eprocure.gov.in/eprocure/app.). Special instructions the to Contractors/Bidders for the e-submission of the bids online through this edownloaded CPP Procurement Portal be from Portal can http://eprocure.gov.in/eprocure/app.).

Yours faithfully,

Head of Office For on behalf of the Director





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

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB WORK CONTRACT FOR PROVIDING "CLEANING OF ROADS & LIFTING GARBAGE OF RESIDENTIAL AND NON-RESIDENTIAL AREAS" AT NRRI, CUTTACK-6.

LETTER OF INVITATION

From:

*The Director NRRI, Cuttack-6.* 

То

\_\_\_\_\_

Dear Tenderer/Sir (s),

Online bids are hereby invited on behalf of the Director, NRRI, Cuttack-6 for annual contract of PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING ALLIED SERVICES "Cleaning of Roads & lifting Garbage of Residential and Non-residential areas" at NRRI Campus" NRRI, CUTTACK-6. 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 Annexure. Please <u>submit your financial bid online and all other</u> documents need to be submitted online before tender closing date.

- 1) The firm, after submitting tender, will not be permitted to withdraw their offer or modify the terms and conditions thereof.
- 2) Director, NRRI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Director 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.
- 3) Acceptance of the offer will be communicated by email/fax/letter or any other form of communication. Formal letter of acceptance and work order of the

<sup>5</sup> Cleaning Roads & lifting Garbage

Tenders will be forwarded as soon as possible, but the earlier instructions in the email/fax/letter should be acted upon immediately.

4) Essential documents required for technical evaluation of bids are detailed in ANNEXURE IV.

Yours faithfully,

Head of Office For and on behalf of theDirector NRRI, Cuttack-6

#### Scope of work:

#### "CLEANING OF ROADS & LIFTING GARBAGE OF RESIDENTIAL AND NON-RESIDENTIAL AREAS" AT CUTTACK-6.

#### DETAILS OF WORKS

#### Bidders are required to submit their bids in the following format:

Sanitary services are to be provided by the contractor in NRRI campus to keep common area clean, which includes all external & internal open areas, roads, road side berks, courtyards, car parks corridors & buildings etc by providing necessary men power, materials etc. complete in all respect as per instruction of the Estate Manager NRRI, Cuttack. The area is to be kept clean even on Holidays and Sundays. All roads, of residential & Non-residential areas, courtyards, car parking and other open areas have to be swept every day during day hours as well as on gazette holidays. The work shall be carried out as specified below.

SI.	Description of the Works
No.	
1.	Sweeping and cleaning of all roads and both road sides including grass weeds, sherbet at least by 2-3 feet or more in Residential – Non-residential area. (Roads = 09 K.ms. and both sides of roads =18 K.ms.)
2.	Grass of Bush Cutting of Boundary wall side of residential and non- residential area, pattanaiktank and kanohari tank area, backside of Guest- House, Kissan Bhawan, Scientist home and other places inside the campus.
3.	All lawns including shrubs and hedges have to be kept clean, Fruit peels, dried leaves and other litters etc have to be collected and disposed off in the designated dustbins. The refuse shall not be swept into the hedges/shrubs growing around the lawns.
4.	Cleaning of children park, Orchads etc at different location of the campus: The children's park developed in the campus at Ratana Sarovar tank area and Puja Sarovor and other different location in the institute is to be cleaned and swept every day during day hours. The parks are also to be kept clean by picking paper bits, polythene, gutka pouches etc. and other waste lifting/disposal for all days.
5.	Spraying of weed side in the area as and when required. Sprayer and weed side will be provided by the Office.
6.	Regular lifting of garbage from all dustbins from various points inside the campus and devises from roadside and other places and its disposal.
7.	<ul> <li>(i) <u>NRRI play ground</u>: Sweeping &amp; grass cutting of surrounding and inside area at play ground.</li> <li>(ii) <u>Quadrangle</u> area behind the Genomics laboratory and open space in front of the laboratory.</li> <li>(iii) Surroundings of Social Science building back side of main building, open space area of outside of net house area.</li> <li>(iv) Open Space/surroundings of 500 seat capacity Auditorium building.</li> </ul>
<u>Mode</u>	of Disposal of the work.

ICAR-NRRI Campus is big and scattered in nature. The agencies must visit the Campus before hand to assess the amount of work before quoting their rates. The

Contractor's scope of work shall consist of providing cleanliness services to the Institute buildings, corridors, open space around buildings, etc. in the Institute. Cleanliness services are also to be provided in the ICAR-NRRI colony area including cleaning of all roads, approach paths, footpaths on both sides of the roads, cleaning and lifting of garbage from round and inside the various garbage pits located in the Institute/Colony area. Number of persons are to be deployed by the contractor on job contract basis, after ascertaining the work area manpower requirement and other relevant factors.

- 1. All waste collected from the above mentioned areas have to be transported in wheel barrows/rickshaw hand trolley and automated trolleys etc. (properly covered) and disposed off in the designated drop sites. These designated sites shall be clean and removed the garbage to the Municipal approved dumping sites in Cuttack Municipality corporation, for which the agency/firms shall liaison with CMC official/contractor for routine and daily removal of garbage from designated drop sites. Emphasis shall be on fast and timely mechanized cleaning.
- 2. Leaves collected during sweeping from the roads, road berms, open spaces etc. shall not be burnt. All leaves collected would be disposed off at prescribed sites. This shall be followed even in spring and autumn where leaves collected would be more. Tree Leaves on the streets should be heaped in a place for lifting instead of booming into the hedges. The heaped of tree leaves shall be lifted on the same day.
- 3. The contractor shall provide sufficient number of brooms, wheel barrows, handcarts automated trolleys etc. to sweep and dispose of the garbage.
- 4. Open spaces like lawns, backyard of different types of houses, playground and all hostels surroundings etc. have to be kept clean by picking poly bags, paper etc. daily and booming if necessary.
- 5. The waste material that stored in the dustbins shall be sent to authorize CMC dumping ground outside the Campus regularly so as to avoid stinking smell in the area. All necessary permission in the regard from local bodies shall be obtained by the contractor. Nothing extra is payable on this account.
- 6. The contractor has to deploy all tools and plants including Truck / Tempo / Tractor with trolley along with driver, Rickshaws in suitable Nos. for carrying out job and nothing extra shall be admissible on this account and rates quoted should be all inclusive. Emphasis shall be on fast and timely mechanized cleaning of the campus.
- 7. The contractor must provide heavy leather gloves for handling items like broken glass, nails etc. and light cotton gloves for handling garbage where minor injury is not even anticipated.
- 8. Cleaning/Sweeping of main gate, main road, in front of main gate all the roads of the entire ICAR-NRRI Campus.

<sup>8</sup> Cleaning Roads & lifting Garbage

#### WASTE DISPOSAL MANAGEMENT

The bidder will ensure collection, mechanized screening i.e. segregation of dry and wet garbage in the earmarked area. The bidder will also ensure segregation of bio-degradable and non-biodegradable garbage. Finally, the bidder will arrange for disposal of garbage at such place as permissible by Cuttack Municipality Corporation.

<u>N.B.</u>: 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 (<u>http://eprocure.gov.in</u>).

## INSTRUCTIONS TO BIDDERS

- The tender is in two parts i.e. (1) Technical Bid and (2) Financial Bid. These bids duly filled shall be submitted online.. The Technical Bid uploaded on the portal must contain all 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). 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).
- 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. All required supportive 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 is liable to be rejected.
  - b) Financial Bid: This shall contain the schedule of rates duly filled and signed in the prescribed formats i.e. Annexure VI.
- 3. No conditional bid will be accepted.
- 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) and there shall be no correction or overtyping etc. The offers with any corrections/deviation in prices wither in words/figures shall be summarily ignored. The conditional offer (s) shall, in no case, be accepted.
- 5. The work shall be awarded to a single firm whose consolidated bid value is lowest 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 bid will be opened only for those bidders who will be technically qualified in the technical bid. The past performance of the bidders with user Departments will be important criterion in evaluating the technical bid. The Director, NRRI reserves the right to reject all or any of the quotations, and decision of the Director, NRRI in the matter shall be final and binding.
- 7. The successful bidder shall have to deposit 3% of the total bid amount (calculated annually) as performance security and within the time frame indicated by the NRRI.

- 8. The tendering farm has to carefully assess the scope of work in the specific reference to the inside and outside premises of the building and understood the details of the infrastructure/facilities requisitioned. The tenderer may, in their own interest, inspect the site i.e. inside of NRRI Campus at NRRI, Cuttack where the services are to be provided. It shall be deemed that the contractor has undertaken a visit to the Institute and is aware of the operational conditions prior to the submission of the tender documents and no plea/complain about the site will be entertained afterwards. For any clarification(s) as to the tender/Scope of work or inspection of the premises, the prospective bidders may contact Chairman CDC & EMS/Estate Management section (EMS, NRRI Cuttack-753006) with prior appointment on any working day between 9.30 a.m to 5.00 p.m.
- 9. No interest on Security Deposit shall be paid by the NRRI to the tenderer.
- 10. The firm is being permitted to give tenders in consideration of the stipulations on the his part that after submitting his tenders, he will not rescind from his offer or modify the terms and conditions thereof.
- 11. The performance security shall be valid till all contractual obligations are fulfilled by the firm. 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 are 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 to do so. The person signing the tenders form 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 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 annexure, if any should be signed by the tenderer.
- 13. Acceptance by the NRRI will be communicated by FAX, email, Speed Post or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX, email/Speed Post letter etc. should be acted upon immediately.
- 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 Director, 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.
- 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 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/contractor.
- 18. The rates quoted by the Agency 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.
- 19. It is the obligation of the agency to follow the minimum wages issued by the appropriate Government under Minimum Wages Act, 1948. The NRRI shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by the firm in the course of performing work of this NRRI. Neither the firm nor its workers shall have any claim on NRRI for compensation or financial assistance on this account.
- 20. The firm shall be responsible for payment of wages, EPF and ESI and liability under Employees Compensation Act etc. directly to all the workers account maintained by EPFO & ESI as per prevailing Acts/orders of Govt. of India. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it themselves. The NRRI in no case shall be a party to such dispute.
- 21. It shall be the responsibility of the firm to comply with all the provisions of Acts, statutory requirements and Government instructions. If any statutory provision of any statute is violated in general concerning the work force employed and in regard to welfare of the personnel engaged for the work in particulars, then the performance security will be confiscated and firm will be blacklisted.
- 22. The personnel deployed by the Agency should not have any police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. The service provider will provide the duly filled police verification form of the personnel's to the NRRI within fifteen days of award of contract and the NRRI will get them verified from the police authorities. The Contractor will provide Name Address, Telephone No & Photographs of its employees deployed at NRRI to the Head of Office.

- 23. That no right, much less a legal right shall vest in the contractor workers to claim/have employment or otherwise seek absorption in the NRRI nor the contractor workers shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the NRRI. The worker will remain the employees of the Agency/Contractors and will be the solely responsibility of the Agency to make it clear to their worker before deputing on work at NRRI. There is no Master and Servant relationship between the employees of the service provider and the NRRI and further that the said personnel of the service provider shall not claim for any employment or absorption in the NRRI by virtue of their engagement for this work.
- 24. The service provider's personnel shall not claim any benefit/compensation/regularization/absorption of services from the NRRI under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. Undertaking from the persons to this effect shall be required to be submitted by the service provider to NRRI.
- 25. The service provider's personnel 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 employees of the contractor shall be of reliable persons with good moral character, robust health and clean record preferably within the age group of 18 to 58 years. The Agency / contractor shall be responsible for the good conduct and behavior of its workmen. NRRI is a 'NO SMOKING ZONE'. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of pan, gutka, smoking, using speakers for listening of music and loitering without any work. The Agency/contractor shall issue necessary instructions to its workmen to act upon the instructions given by the farm manager of this Institute.
- 27. The service provider shall replace immediately any of its personnel, if not unacceptable to the 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 NRRI.
- 28. The damage caused, if any, to NRRI property through the acts of the firm and/or by its workers shall be made good by the agency and decision of the NRRI in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by contractor or its staff or otherwise any harm done to the NRRI, its properties, designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceeding as well as pay penalty which the Director, NRRI may deem fit.
- 29. The firm shall be responsible for making timely payment of due wages to the workers employed, depositing of EPF with EPF through ECR and ESI contribution. A copy of ESI Challan and ECR indicating name of the workers

with the EPF contribution will be submitted by the firm to the NRRI, as proof. If any complaint is received with regard to these matters, the action will be taken against the firm and concerned authorities will be asked to take legal action against the firm. NRRI will not at all be liable.

- 30. The contractor 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 engaged or employed staff 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 contractor, during the execution of work.
- 31. The contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.
- 32. In the event of any loss being occasioned to the NRRI on account of the negligence of the duty by the Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained to the NRRI either by replacement or on payment by adequate compensation.
- 33. The Agency/Contractor shall not appoint Sub-Contractor to carry out any obligation under the contract and under such case agreement will be declared as void and such act of contractor will be taken as breach of Contract and resultantly his Security Deposit shall be forfeited and contract shall be terminated.
- 34. The agency is supposed to work on job contract basis and as such there will not be any separate payment for working on Saturdays, Sundays or other gazetted / national holidays etc. and the same is to be included in the monthly charge claim in the tender by the Contractor.
- 35. Director, NRRI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the NRRI for any justifiable reasons, not mandatory to the communicate to the tenderer.
- 36. The Agency/Contractor shall abide by all laws of the land including Labour Laws, Company Act, tax deduction liabilities, Welfare measure of its employees and all other obligations in such cases and are not essentially enumerated and defined herein, whatsoever.
- 37. The NRRI reserves the right to ask and required the contractor to remove any person deployed by him without assigning any reason/notice.

- 38. The Agency/Contractor shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency/Contractor is found misbehaving with the NRRI staff or other staff of Agencies working in NRRI Campus, NRRI, Cuttack-6, the Agency/Contractor shall immediately withdraw such employees forthwith at their own risk and responsibility. The Agency shall issue necessary instructions to its employees to act upon the instruction given by the supervisory staff of the NRRI.
- 39. Any dispute arising out of and in relation to this agreement shall be referred the Director, NRRI. His decision will be binding on the contractor.
- 40. 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 agency is found satisfactory. The contract can be terminated even earlier by giving two months prior notice by either party in writing 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 his obligations under the contract
- 41. The contractor shall have no claim to compensation for any loss sustained by him by reasons of having employed personnel or purchased machines and material for the work.
- 42. All the fuel, consumables, repair and maintenance etc. required for carrying out the work shall be arranged by the agency itself and no extra payment on this account shall be made to the Agency/Contractor.
- 43. The bidder may opt for partly mechanized cleaning by using machines consequently reducing deployment of the manpower with the objective of reducing the price for the services to be rendered by them under this contract. However, the bidder will submit a detailed plan for deployment of manpower/machines with methodology.
- 44. The contractor shall maintain register for making the attendance by Supervisor deployed by him, which can be seen/verified by the farm manager of NRRI periodically. The contractor will take day to day instructions from the farm manger and shall maintain diary for the same. The contractor shall maintain an Inspection Book as prescribed which will be made available to I/c EMS / Staff members of the Institute. Fault / observation recorded there on shall be attended to immediately.
- 45. A normal working day shall consist of eight and half hours of work including interval for half an hour for rest.

- 46. Wherever applicable the Agency / Contractor shall give the services for 7 days a week, while one day in any period of 7 days, shall be the day of weekly rest, for each worker/Supervisor.
- 47. The contractor shall declare a person with Mobile number as supervisor who will be available to Estate Management Section (EMS) during office hours in working days and beyond office hours/ holiday etc in case of Emergency towards smooth disposal of scope of work in this tender.
- 48. Contractor shall submit Business to Business (B2B) GST return form along with monthly bills for hassle free GST return.

Yours faithfully,

Head of Office For and on behalf of the Director NRRI, Cuttack-6

#### TENDERS FOR THE CONTRACT FOR JOB WORKS/SERVICE CONTRACT FOR "CLEANING OF ROADS & LIFTING GARBAGE OF RESIDENTIAL AND NON-RESIDENTIAL AREAS" AT NRRI, CUTTACK-6.

Full Name & Address of the Tenderer in addition of Post/Box No., if any, should be quoted in all communications to this Office	:	
Telephone No.	:	
Telegraphic Address/FAX/Cellular No.	:	
E-Mail address	:	
From:		

То

The Director, NRRI, Cuttack-6.

I/we have read all the particulars regarding the General information and other terms and conditions of the contract for THE JOB WORK/SERVICE CONTRACT FOR "Cleaning of Roads & lifting Garbage of Residential and Non-residential areas" at NRRI Campus" NRRI, CUTTACK-6 and agree to provide the services as details 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 180 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance 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 form a part of this Tender for the contract for Job Works/Service contract for "Cleaning of Roads & lifting Garbage of Residential and Non-residential areas" at NRRI Campus" NRRI, CUTTACK-6. The Schedule I & II to accompany this Tender are at pages\_\_\_\_\_

4) Every page so attached with this Tender bears my Signature and the office seal.

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_\_ Signature of witness to contractor's signature Address: Name & Signature of witness: Address: Signature & Seal of the Tenderer Telephone No. (Office):

Telephone No. (Resi.):

Mobile No.:

#### ANNEXURE IV SCHEDULE – I

#### CHECK LIST FOR TECHNICAL BID EVALUATION SI. Document required Upload No. the scanned copy Registration certificate of the firm under the work contract of the Central Govt. pdf a. /State govt. Minimum turnover of the firm not less than **Rs. 30.00 Lakh (Rupees Thirty** Pdf b. Lakhs only) during 2020-21. c. Pdf Minimum three years continuous experience during 2018-19, 2019-20 and 2020-21 of the firm 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. (Please see Annexure -VIII). Pdf d. Certified Balance sheet of the firm during 2020-21 of the service contract by the chartered accountant. Pdf e. Duly certified copies of the satisfactory services where the Tenderer is providing the services for three years during 2018-19, 2019-20 and 2020-21. f. pdf Employee EPF registration certificate issued by local govt. etc. Employee ESI registration certificate issued by local govt.etc. pdf g. h. Pdf The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act. 1970. The Contractor shall obtain the labour license under this Act. Pdf i. Numbers of staff/supervisors registered under ESI & EPF separately. Minimum 20 nos. (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of vouchers towards payment of ESI & EPF to be required and may be attached along with the monthly bills. j. Pdf Documentary proof towards payment of EPF & ESI of the concerned workers engaged at NRRI by the contractor should be submitted on every six month for verification. Non-compliance will lead to break in further payments. k. pdf Goods & Service Tax registration certificate issued by Govt. etc. Note:

1. The NRRI will pay the bill excluding GST amount and GST amount will be released after submission of GST B2B return by the service provider.

2. Photocopies of all necessary documents duly self-attested must be attached for the purpose of Technical Evaluation.

3. The contractor will have to make payment for 2 consecutive months, even without receiving payment from 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 firms that qualify the technical bid will be considered for opening the financial bid.

SIGNATURE OF THE TENDERER WITH STAMP

## SCHEDULE-II

## SCHEDULE TO TENDERS:

a)	Name of the Firm/Agency	:
b)	Full address with Post Box No. e-mail and	:
	Telephone No. if any.	
c)	Constitution of the Firm/Agency(Attached	:
•,	copy) Indian Companies Act,1956,Indian	
	Partnership Act.1932(please give names of	
	partners) Any other Act, if not the owners	
-d )		
d)	For Partnership firms whether registered	:
	under the Indian partnership Act-1932, please	
	state further whether by the partnership	
	agreement to arbitration has been conferred	
	on the partner who has signed the Tender.	
	(i) If answer to the above is in negative	:
	whether there is any general power of	
	attorney executed by all the partners of	
	the firm authorizing the partner who has	
	signed the Tenders to refer dispute	
	condemning business of the partnership to	
	arbitration.	
	(ii) If the answer to above is in point one and	:
	two the affirmative please furnish a copy of	
	either the partnership agreement or the	
	general power of attorney as the case may	
	be. The copy should be attested by a	
	Notary Public or its execution would be	
	admitted by affidavit on a properly	
	stamped paper by all partners.	
e)	Name and full Address of your Bankers	
<i>C</i> ,	tame and fair had coo of your burners	•
f)	Your pormanant Income Tax No/Circle Mard	<u> </u>
f)	Your permanent Income Tax No/Circle/Ward	:
g)	Any other relevant information	:
		1

Date:

Place:

AUTHORISED SIGNATORY

#### (CERTIFICATE TO BE GIVEN ON LETER HEAD AS PART OF TECHNICAL BID)

То

The Director National Rice Research Institute Cuttack – 753006.

Sir,

It is confirmed that I/we have fully understood in the scope of work and all other requirements for job work/service contract for "Cleaning of Roads & lifting Garbage of Residential and Non-residential areas" at NRRI Campus, NRRI CUTTACK-6.& its premises.

- 1. I/ We have understood the total quantum of work by going through the tender document and/by visiting the campuses (both at NRRI). I/We gathered all information needed to understand the requirement of this service contract as per the given details in the prescribed Annexure of the Tender documents.
- 2. I/We have hereby agree to the Terms and Conditions of the Contract as detailed in the tender documents and if given an opportunity to provide services, then agree to execute an agreement as per prescribed proforma given in Annexure VII.
- 3. I/We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
- 4. I/We undertake that there are not any legal suit/criminal case pending against our firm for violation of Minimum wages Act or other laws. And there is no criminal/legal suit pending or contemplated against us.
- 5. I/We are not blacklisted by any Government organization in the field of job work/service contract for "Cleaning of Roads & lifting Garbage of Residential and Non-residential areas" at NRRI Campus NRRI, CUTTACK-6.
- 6. We also understand that the contract is liable to be cancelled if found to be obtained through fraudulent means or by concealment of information/facts.

This offer is made to be valid for acceptance by NRRI within 180 days from the date of opening of the technical bid.

(Signature of authorized representative of the firm) Stamp/Seal of the firm

## ANNEXURE -VIII

## Details of the Minimum 03 year experience/work done:

SI.	Name of the Deptt. /	Period		No. of staff	Remarks
No.	Organization & Name of contract person with phone No.		То	deployed	

JOB WORK/ SERVICE CONTRACT FOR "Cleaning of Roads & lifting Garbage of Residential and Non-residential areas" at NRRI Campus NRRI, CUTTACK-6.

#### DRAFT SPECIMEN AGREEMENT

This agreement in made at CUTTACK on (Date......), 2021 between ......) and Director, NRRI, Cuttack which terms shall include its successors, assignees etc. on the first part and (name &address of the firm), hereinafter called the Firm) which terms shall include its authorized representatives, successor, assignees etc. on the other part.

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

- 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, 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. The contract will be initially for a period of one year extendable for a further period of two years (total three year) on year to year basis, subject to satisfactory performance of the firm and its willingness to continue on mutually agreed terms. The firm shall be responsible for job/service contract for "Cleaning of Roads & lifting Garbage of Residential and Non-residential areas" at NRRI Campus NRRI, CUTTACK-6.
- 3. The firm will provide full particulars of every worker deployed by it for providing the services.
- 4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the NRRI shall have no liability on this account in any manner.

- 5. That the firm shall ensure that all persons deployed at NRRI, Cuttack-6 are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
- 6. The Director, NRRI, Cuttack or duly authorized officer in this behalf shall have the right to ask for the removal from the NRRI, Cuttack-6 any personnel considered by the Council to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the NRRI.
- 7. The manpower deployed by the firm should work as per the scope defined at Annexure II of the tender document. No extra wages will be paid for weekends and holidays.
- 9. The manpower deployed by the firm 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 Contractor.
- 10. The firm shall be responsible for making timely payment of due wages to the workers employed depositing of EPF with EPF through ECR and ESI contribution. Any complaint is received with regard to these matters, the action will be taken against the firm and concerned authorities will be asked to take legal action against the firm.
- 11. The firm will raise a bill of this amount of 1<sup>st</sup> working day of every month and the payment released by the NRRI through ECS system subject to satisfactory performance of contracted job/work/services
- 12. The deduction of income tax (TDS) from the bills of the firm will be made at source as per rates applicable from time to time.
- 13.In case of dispute between the parties, the matter shall be referred to Director, NRRI, Cuttack. The decision of the Director, NRRI shall be final and binding in any respect of any dispute between the parties.

- 14.In case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Director, NRRI shall have power to terminate the contract.
- 15. The firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. Viz obligations under Contract Labour (Regulation & Abolition) Act. 1970, Workmen's Compensation Act, E.P.F. & M.P. Act, and ESI Act etc. Firm agrees to indemnify and keep indemnified the NRRI on account of any failure to comply with the obligations under various laws or damage to NRRI, Campus, NRRI, Cuttack-6 due to acts/omissions of firm. Minimum wages shall be paid to the workers by the firm at the rate fixed by Chief Labour Commissioner (Central) from time to time and as per the minimum wages Act. The firm shall also pay all such benefits to its employees as envisaged under various Acts and laws like ESIC Act, EPF & MP Act. Payment of Bonus Act, Taxes etc. The firm shall also ensure compliance of all laws applicable and / or to be made applicable and NRRI shall not be liable for the same and the firm indemnifies NRRI in all respects thereof. The firm shall provide an undertaking as every month for compliance of the provision of Contract Labour/Rule and other Law applicable along with the monthly bill.
- 16. The enhanced wages shall be paid to the agency during the period of extension of job contract as per government notification.
- 17.It is also agreed that under no circumstances, the volunteers and employees/workmen of the firm shall be treated, regarded or considered or deemed to be treated as the employees of the NRRI and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the NRRI, against any claim that it may have to meet towards the employees/workmen of the Firm. Firm's employees/workmen shall have no claim to absorption/regularization and financial benefits etc. that are admissible to regular employees in the office of NRRI.
- 18.In case of any loss or damage to the property of the NRRI which is attributable to the firm, the full damages will be recovered from the firm.
- 19. The firm shall not transfer its right of work or sub-contract to anyone else.
- 20. The firm or its workers shall not misuse the premises for any purpose other than for which contract is awarded.
- 21. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust,

diligently and honestly. Any misconduct/misbehavior on the part of the manpower deployed by the firm will not be tolerated and such person(s) will have to be replaced immediately.

- 22.In case of any accident/loss of life of the workers during discharging duties, if any compensation is awarded, the same shall be borne by the firm.
- 23.The firm shall provide a coordinator for immediate interaction with the NRRI.
- 24. The terms and conditions as stipulated in the tender documents shall be part of this agreement.
- 25.The contractor shall declare a Person with Mobile number as supervisor who will be available to Estate Management Section (EMS) during office hours/ holiday etc in case of Emergency towards smooth disposal of scope of work in this tender.
- 26.The contractor shall submit Business to Business (B2B) GST return form along with monthly bills for hassle free GST return.
- 27.PENALTY CLAUSE: liquidated damages clause:
  - a. That an amount equivalent to one day of contract amount will be levied as liquidated damages per day whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the Firm by National Rice Research Institute, Cuttack-753006 (Institute) and if no action is taken within a reasonable amount of time, liquidated damages clauses will be invoked.
  - b. Any misconduct/misbehavior on the part of the manpower deployed by the Firm will not be tolerated and such person will have to be replaced immediately.
  - c. If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 500/- per worker per day will be deducted from the bill. The decision of the Director, National Rice Research Institute, Cuttack- 753006 shall be final and binding on the agency/firm in respect of any clauses covered under the contract and any matter incidental to the contract.

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

Name & Signature of Witness 1 : Address:

Name & Signature of Witness 2 : Address:

Authorized Signatory on behalf of the firm

(Authorized Signatory) Head of Office For and on behalf of the Director, NRRI, Cuttack - 753006

Annexure-IX

### BID SECURITY DECLARATION (To be given on letter head)

I/ We M/s. \_\_\_\_\_\_ do hereby declare that if I/we withdraw or

modify our bid during period of validity, I/we shall be suspended for the time

specified in the tender documents.

Signature with seal of the Bidder

Date:

Place:

Note: This letter of authority should be on the letter head of the quoting firm and should be signed by a person competent and having the power of attorney to bind the same, otherwise the firm will be disqualified.