



भाकृअनुप-राकृअय चावल अनुसंधान संथान, कटक-753006 (ओडशा)
**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 / director.nrri@icar.gov.in / rrictc@nic.in
An ISO 9001:2015 Certified Institute



TENDER DOCUMENT (Two Bid system)

NAME OF WORK: Tender for Job/Work/Service Contract for "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis" at ICAR-NRRI, Cuttack.(Annual Contract)

Tender Enquiry No: 11/Gene Bank/Tech./2021

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. 53-02/2021-22/Gene Bank/Tech.

Sub: Tender for Job/Work/Service contract for "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis" at ICAR-NRRI, Cuttack. (Annual Contract)

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/Contractor for **Job/work/service contract for "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis" at ICAR-NRRI, Cuttack (Annual Contract)**. Eligible Firm/Agency/Contractor may submit tenders/bids online on CPP Portal (<http://eprocure.gov.in/eprocure/app>.) from **06/08/2021 to 26/08/2021 up to 3.00 PM**. Tenderers are required to upload all documents in CPP Portal on or before the closing date and time of Tender. Details can be obtained for <https://icar-nrri.in>

1. The tender form/bid document may be downloaded from the <https://eprocure.gov.in/eprocure/app> and our website www.nrri.nic.in. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual/Offline bids shall not be accepted in any circumstances.
2. ICAR-NRRI will not be responsible for any delay in enrollment or submission of the bid/uploading the bid 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.
3. Any Corrigendum about extension of date in respect of above tender shall be issued on our website www.nrri.nic.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 the above websites to keep themselves updated.
4. The Director, ICAR-NRRI, Cuttack may at his/her discretion to extend this date by a fortnight and such extension shall be binding on Tenderers.
5. The Director, ICAR-NRRI, Cuttack reserves the right to accept or reject any or all the quotations/bids either in full or in parts without assigning any reason.
6. **Link: eprocure.gov.in**
7. **The rates quoted shall be valid for a period of one year from the last date fixed for submission of bid.**
8. Estimated cost is **Rs. 12 lakhs** per annum (Approximately)

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

Tender Number	11/Gene Bank/ Tech./2021
Description of work	Tender for Job/Work/Service Contract for "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis" at ICAR-NRRI, Cuttack (Annual Contract).
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	26/08/2021 up to 3.00 p.m.
Date and time of opening Tenders	27/08/2021 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-XII) must be submitted in the letterhead of the bidders for accepting the clause that <u>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.</u>
Security Deposit	3% of the total Annual contract value should be deposited in shape of Demand Draft in favour of Director, ICAR-NRRI, Cuttack-6 payable only at the State Bank of India, Nayabazar, Cuttack-753004, A/c. No.- 10329386033 , IFS- SBIN0002094, MICR No. 753002016
Submission of Bids	Online bids uploaded on CPP Portal (http://eprocure.gov.in/eprocure/app .) from 06/08/2021 to 26/08/2021 up to 3.00 p.m.
Details of tender	Tender Documents and Notice is also available on ICAR-NRRI website (www.icar-nrri.nic.in)

10. Scope of proposed work and other requirements related 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 Bid	ANNEXURE-V
3.6	Details of Minimum 03 year experience/work done	ANNEXURE-VI
3.7	Draft Agreement	ANNEXURE-VII
3.8	Financial Bid (BOQ)	ANNEXURE-VIII
3.9	Certificate for Non-Blacklisting	ANNEXURE-IX
4.0	Technical Bid	ANNEXURE- X
4.1	Tender Acceptance Letter	ANNEXURE- XI
4.2	Bid Security Declaration	ANNEXURE- XII

11. The entire tender document including all Annexures, except the Financial Bid in Annexure – VIII, will be part of the Technical Bid 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>). Special instructions to the Bidders for e-submission of the bids online 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-753006. (Odisha)

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE TENDER FOR JOB/WORK/SERVICE CONTRACT FOR "MAINTENANCE AND OPERATION OF THE GENE BANK COLD STORAGE PLANT ROUND THE CLOCK ON THREE SHIFT BASIS" AT ICAR-NRRI, CUTTACK (ANNUAL CONTRACT).

LETTER OF INVITATION

From:

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

Dear Tenderer/Sir (s),

1. Online bids are hereby invited on behalf of the Director, NRRI, Cuttack-6 for annual contract of **Tender for Job/Work/Service contract for "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis" at ICAR-NRRI, Cuttack(Annual 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/upload your Technical and Financial Bid online in CPP Portal before tender closing date.**
- 1) The Firm/Agency/Contractor after submitting tender, will not be permitted to withdraw their offer or modify the terms and conditions thereof.
- 2) Director, ICAR-NRRI reserves the right to reduce or terminate the period of contract or extend its duration in the interest of ICAR-NRRI, for any justifiable reasons, not mandatory to be communicated to the Firm/Agency/Contractor. The decision of the Director, ICAR-NRRI 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 "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis" at ICAR-NRRI, Cuttack. (Annual Contract)

The contractor shall take charge of the plant and undertake the operation and maintenance for a period of one year from the date of takeover of the Plant.

1. The contractor shall operate and attend immediately to the cause of defect in the plant, if any, for making good the Gene Bank Cold Storage Plant (GBCS) at CRRI, Cuttack in order to maintain the inside temperature of Cold Storage at $4^{\circ}\text{C} + 2^{\circ}\text{C}$ and Relative Humidity of 40%. The operation of the plant shall be continuous without any interruption throughout the year on three shift basis per day i.e. each shift of eight hours.
2. In view of all inclusive service contract vide this agreement the contractor shall replace, repair, make machining or alignment etc., supplying and fixing genuine spares, accessories and components etc. as required, without any additional charge for the smooth operation of the plant.
3. In case of defect of compressor motors, blower motors, water circulating pumps or motors, the contractor shall make arrangement of their repair without delay at no additional charge.
4. Any thermal leakage observed through the doors, around the ducts or the By-Air Dehumidifier must be prevented by replacing insulating materials. The insulating materials for minor replacements on annual basis shall be borne by the contractor.
5. All materials, components, accessories replaced in rectifying the defects should be of the best quality. Repairing and overhauling of machineries should be of the highest standard. The all inclusive maintenance charges includes the cost of spares, overhauling, de-scaling, rewinding of motors, replacement of defecting bearing, valves, bushes, cooling tower components defective insulation etc. It also includes the cost of refrigerant, compressor oil etc. consumable as and when required by the plant during prescribed routine maintenance. The cost of labour, transportation visit of any expert engineer, whenever required local conveyance etc. is also inclusive under this contract. Any repair done should be covered by one year warranty from the date of its completion as "Defect Liability Period". The spare parts used must be purchased from the ACCEL DEALER.
6. The cold storage Log Book has to be maintained by the contractor neatly incorporating diary of the plant performance, malfunctioning or repair, inspection etc. The repairs made materials replaced etc has to be entered in the Log Book and got signed by the OIC, Gene Bank/Head, Crop Improvement Division. Mutilation, over writing, blank space left by mistake must be countersigned by the OIC, Gene Bank/Head, Crop Improvement Division forthwith. Loss or damage of the Log Book would amount to withhold contractor's payment, until it is made available in perfect condition. Hourly record of Storage room Temperature and humidity must be maintained.
7. In the event of sickness of any staff in duty, the contractor must make arrangement of substitute without interrupting the operation of the plant.

8. The hand tools and machineries including spare parts required for making good the defects in the Gene Bank Cold Storage Plant shall be supplied by the contractor to his staff and the owner shall not be responsible for any loss or damage to the same in any way. Such tools, machineries, spares etc. used by the contractor must be enlisted with the OIC, Gene Bank/Head, Crop Improvement Division in view of the Security clearance.

TERMS AND CONDITIONS

- 1) The rate quoted shall be valid for a period of one year from the date of award of the work. The rates will be approved for a period of one year which will be reckoned from the date of issue of the order. However, the approved rate may be extended for another year or more, if agreed by both the parties. However, the Director, NRRI reserves the right to increase/decrease the period of the contract/approved rates as and when desired without assigning any reason and without prior notice to the Contractor.
- 2) The contractors should furnish the work experience in operation & maintenance of Gene Bank with open type Compressor of 20 tons and above to be maintained $4^{\circ}\text{C} \pm 2$. The Industrial Dehumidifiers of 415V, 3 Phases, Capacity of 200 Amps and above to Maintain R.H. $40\% \pm 5$. Three years continuous experience in any Central/State Govt./Autonomous organization will be given preference.
- 3) In pursuance of an agreement and in consideration of the payment of quoted amount by the Owner (Director, NRRI) to the contractor in the manner here-in-after provided, the contractor shall operate and make Maintenance and Operation of the Gene Bank Cold Storage Plant at the National Rice Research Institute (NRRI) Campus according to the schedule of work attached herewith as a part of this document for a period of one year from the date of taking occupation of this assignment and may likely be extended further under the discretion of the Competent Authority, if the assignment is carried out satisfactorily.
- 4) The contractor shall provide all the workers, supervisory staff and/or spares, accessories etc. to perform all the works as shown in the schedule given and prepared by the OIC, Gene Bank/Head, Crop Improvement Division, NRRI, Cuttack.
- 5) The owner shall make payment on account of the constituted agreement on the quoted and agreed rate on receipt of bill within the first week after the completion of one month "**through e-payment**" subject to the recommendation of the OIC, Gene Bank/Head, Crop Improvement Division as to the satisfactory completion of the work thereby assigned and agreed upon.
- 6) The contractor shall carry out the work as per the schedule in all respect. In case the schedule is silent on any point, the standard procedure for such work as prescribed by CPWD shall be followed in consultation with the OIC, Gene Bank/Head, Crop Improvement Division, NRRI Cuttack. In the event of the contractor fails to operate the plant as per the schedule, the contractor shall be liable to forfeit a proportional sum of the quoted amount per day and pay by way of liquidated damages or the amount decided upon assessing the damage of stored material, which otherwise would be deducted from the final payment of one or more months as the case may be from the month of occurrence. In case of any dispute in this regard, the decision of the Director, NRRI, Cuttack will be final and binding on the contractor.
- 7) that in the event of the damage created to the Cold Storage Plant Machineries, Controls and Accessories by operating staff of the contractor owing to erratic operation or negligent supervision or by what-so-ever way, the contractor shall be liable to make good the damages forthwith out of own cost and by virtue of this agreement the contractor will be disqualified for

any further operation or activities within the campus of NRRI. The decision of the OIC, Gene Bank/Head, Crop Improvement Division with regard to the cost of damage and repair thereof shall be final and binding on the contractor.

- 8) That in the event of non-compliance of operation and maintenance as per the schedule owing to force majeure or by reason of any exceptionally aroused situation, the contractor shall report to the owner for appropriate orders in writing through the OIC, Gene Bank/Head, Crop Improvement Division to prevent being declared disqualified.
- 9) That the workers of the contractor must observe punctuality, sincerity, promptness and high degree of Technical competence to carry on the assignment since the seed materials stored in the Gene Bank Cold Storage are of International importance and any damage to the viability of the seed would be amounting to extinction of a variety. It is hereby therefore, expressly provided and declared that:

(a) If the contractor shall make default in commencing the work at the time and date scheduled:

OR

(b) If the contractor shall at any time, whether before or after the date or the extended date for compliance make default in execution due to lack of diligence:

OR

(c) If the contractor shall make default in the due performance of all or any of the conditions.

The owner shall have the liberty on the written advice of the OIC, Gene Bank/Head, Crop Improvement Division to notify the contractor of such default and if the contractor shall continue with such default there-after, the owner shall terminate the contract (without prejudice to any right which may have already accrued to the owner under this agreement. That in such a situation as aforesaid, if the owner has to complete the work or get completed the work through another contractor, all losses or damages arising thereof shall be borne by the contractor as estimated and decided by the OIC, Gene Bank/Head, Crop Improvement Division.

- 10) The contractor must ensure the utilization of qualified and technically competent staff who would follow meticulously the prescribed safety regulation of electrical controls, switch gears and refrigeration plant operations to prevent accidents and plant breakdowns. In the event of any accident, life hazard, the owner shall not be responsible in any way in providing medical claims, compensation or any sort of financial involvement etc. as relief measures.
- 11) All authorized extra works or addition or variations to the work schedule in connection with operation of 180 KVA DG (make-Tractor India Ltd., engine- caterpillar, alternator- cummins), tracking of fuel, engine oil and water level which provides power to the gene bank modules along with guest house & street lights. Maintenance and special repair shall be undertaken by the contractor subject to prior approval of the estimate and written consent of the owner.
- 12) That if the contractor becomes insolvent or makes any arrangement with creditors or assigns this contract to anyone without approval of the owner, the owner shall have the option of terminating the contract without giving any compensation to the contractor.

- 13) (i) The contractor is liable to pay 1.5% Income Tax as applicable from time to time at TDS, if the bill exceeds Rs. 10,000/- which will be deducted from the monthly bills.
- (ii) The contractor is liable to pay 10% Security deposit, which will be deducted from the monthly bills.
- (iii) The contractor will take notice of all complaints against the workers employed by the contractor and change or remove any or all of them when needed by the owner/Officer-in-charge.
- (iv) The workers of the contractor cannot become members of any trade union in NRRI or take part in agitation activity and if they are found to be so participate they will be changed/removed by the contractor from assignment in NRRI with due replacement forthwith.
- (v) An modification to this plant must have prior permission of the owner. A small room will be provided free of charge to store the tools and use as rest room for the persons in shift duties.
- 14) (a) In case of violation of any provision of labour laws rules and regulations thereof governing in the field. NRRI will not be responsible for the fault of the contractor.
- (b) The records, muster roll, wage register etc. as per the requirement of the Labour Enforcement Officer must be maintained by the contractor. Any deviation or irregularity in maintenance of records or observance of Labour Act brought to the notice of the Director, NRRI by the Labour Department would be treated as lapse of the contractor and the contract would be terminated forthwith.
- (c) All liabilities in respect of statutory obligations on account of various Laws/Acts of the Central/State like Contract Labour (R&A) Act, EPF/ESI Act, Minimum Wages Act and Elect. Act and Service Tax etc. that may applicable to carry out the maintenance work shall be borne by the contractor. The liabilities of NRRI will be limited to the payment to the contractor as per the quoted/approved rate.
- 15) Any liabilities that may arise due to damage/injury/death of any personnel of the contractor caused while carrying out the maintenance and operation work or due to the fault in the maintenance and operation work shall be borne by the contractor.
- 16) Punctuality, sincerity, promptness and efficient technical competence shall be considered as the essence of the contractors and therefore, it is hereby expressly provided and declared that:
- (a) ***" The Director, NRRI, Cuttack has no liability towards the employment of the manpower/workers provided/engaged by the contractor".***
- 17) If the work will be awarded, the contractor must complete the work up to the full satisfaction by maintaining the required temperature and humidity as per the schedule of work during the contract period, failing which the payment already paid for the previous months will have to be refunded in full by the contractor to the Director, NRRI, for which the decision of the Director is final and binding on the contractor.
- 18) The Xerox copy of the valid registration certificate, PAN, VAT should be enclosed with the tender paper. The tenderers have to produce all the original documents for verification before award of the work.

- 19) The tender documents should be submitted by Speed post/courier only. The Director, NRRI, Cuttack will not be held responsible for postal delay.
- 20) The tenderers should put their signature in each page of the tender paper with seal.
- 21) The tenderers should furnish their Banker's details with account number for ***e-payment.***
- 22) Over writing/cutting/tampering in the tender document is not permissible and liable to be rejected.
- 23) The Director, NRRI, Cuttack will act as the sole authority for any dispute that may arise on any matter. The matter will be referred to Director, NRRI, Cuttack-6 for decision and his decision will be final and binding on the contractor.
- 24) The tender papers not complying the above Terms & Conditions are summarily be rejected.
- 25) Tender paper(s) received after due date/time shall not be considered.
- 26) The Director, NRRI, Cuttack reserves the right to accept/reject/cancel any or all the tenders either in part or in full without assigning any reason thereof.
- 27) The decision of the Director, NRRI, Cuttack in this regard shall be final and binding.
- 28) Any dispute that may arise in respect of this tender shall be subject to the Jurisdiction of Cuttack only.

Signature of the Contractor

Assistant Administrative
Officer

Date:

Technical Section

Address:

TERMS AND CONDITIONS

ANNEXURE-III

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. The Technical Bid uploaded on the portal must contain all requisite documents called for in the tender. Both bids (Technical and Financial) must 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-VIII**, which relates to the Financial Bid, with each page signed and with the Rubber Stamp of the Bidder. All other 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 in the prescribed formats i.e. **Annexure VIII**.
3. No conditional bid (s) will be accepted.
4. The tender must be in the prescribed format 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 whether in words/figures shall summarily be ignored. The conditional offer (s) shall, in no case, be accepted.
5. The work shall be awarded to a single Firm/Agency/Contractor meeting all scope of works 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.
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 the user Department will be an important criterion in evaluating the Technical Bid. The Director, ICAR-NRRI reserves the right to reject all or any of the quotations/bids and decision of the Director, ICAR-NRRI in this regard shall be final and binding.
7. The Firm/Agency/Contractor has to carefully assess the scope of works in the specific reference to the inside and outside premises of the building and understood the details of the infrastructure/facilities requisitioned. The Bidder (s) may in their own interest, inspect the site i.e. inside the ICAR-NRRI Campus at ICAR-NRRI, Cuttack where the services are to be provided. It shall be deemed that the Firm/Agency/Contractor has undertaken a visit to the Institute and is aware of the operational conditions prior to the submission of Bid and no plea/complaint about the site will be entertained afterwards. For any clarification(s) as to the tender/Scope of works or inspection of the premises, the prospective bidders may contract **Chairman, CDC / In-charge Farm Manager, Estate Management Section, ICAR-NRRI, Cuttack – 753006** with prior appointment on any working day between 10.00 a.m. to 5.00 p.m.

8. No interest on Security Deposit shall be paid by the ICAR-NRRI to the Bidder (s).
9. The Firm/Agency/Contractor is being permitted to submit tenders in consideration of the stipulations on their part that after submitting tenders, they will not rescind from their offer or modify the terms and conditions thereof.
10. The Performance Security/Security Deposit shall be valid till all contractual obligations are fulfilled by the Firm/Agency/Contractor. 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 period of contract.
11. The tenderer are liable to be ignored, if complete information as required is not given therein or if the particulars asked for in the schedules to the tender is not fully filled. Person signing the tender or other documents must ensure that he/she is an authorized person on behalf of the Firm/Agency/Contractor to do so. The person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he/she has the 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 tender and the schedules to the tender and annexures, if any, should be duly signed and stamped by the tenderer.
12. Acceptance by ICAR-NRRI will be communicated by FAX, e-mail, Speed Post or any other form of communication. Formal letter of acceptance and work order will be forwarded as soon as possible, but the earlier instructions by FAX, e-mail/Speed Post etc. should be acted upon immediately.
13. Details of essential documents required for evaluation of Technical bids are provided in **Annexure IV**.
14. 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, ICAR-NRRI. 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 period of contract or any other contractual dispute arises, the contract can be terminated by giving one month notice. The decision of Director, ICAR-NRRI in this regard shall be final and binding.
15. 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/Contractor.
16. If the contract is terminated on the grounds of glaring shortcomings or deficiencies during the period 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 Firm/Agency/ Contractor.
17. The rates quoted shall be fixed for the period of the contract of one year and no request for any change/modification shall be entertained before expiry of the period of the contract. However, if the contract period extended further after completion of one year, the rates approved by ICAR-NRRI may be considered for revision/enhance as and when the Minimum wages enhanced by the Chief Labour Commissioner (Central), Govt. of India and other statutory dues/payments such as EPF, ESI, GST etc by the concerned department (s) and only on receipt of written request from the Firm/Agency for revision of rates. But the Service Charges quoted by the Firm/Agency/Contractor and approved by ICAR-NRRI shall be fixed for the period / extended 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.

18. 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 manpower/machinery deployed by the Firm/Agency/Contractor in course of performing works of ICAR-NRRI. Neither the Firm/Agency/Contractor nor its workers/services shall have any claim on ICAR-NRRI for compensation or financial assistance on this account.
19. The Firm/Agency/Contractor shall be responsible for payment of Wages, EPF and ESI and liability under Employees Compensation Act etc. directly to all the members account maintained by EPFO & ESI as per prevailing Acts/orders of Govt. of India. If any dispute arises between the Firm/Agency/Contractor and its manpower/services in the matter of wages or any service conditions, the same will be settled amongst the Firm/Agency/Contractor and the workers/services engaged by it, themselves. The ICAR-NRRI in no case shall be a party to such dispute.
20. It shall be the responsibility of the Firm/Agency/Contractor 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 works in particulars, then the Performance Security/Security Deposit will be confiscated and Firm/Agency/ Contractor will be blacklisted by ICAR-NRRI.
21. The workers deployed by the Firm/Agency/Contractor should not have any police records/criminal cases against them. The Firm/Agency/Contractor should make adequate enquiries about the character and antecedents of the workers, whom they are deploying. The service provider will provide the duly filled police verification form of the personnel/services to ICAR-NRRI within **fifteen days of award of contract and ICAR-NRRI will get them verified from the police authorities**. The Firm/Agency/ Contractor will provide Name Address, Telephone No & Photographs of its employees/services deployed at ICAR-NRRI to the **Head of Office, ICAR-NRRI, Cuttack-6**.
22. That no right, more or less a legal right shall vest on the Firm/Agency/Contractor workers/services to claim/have employment or otherwise seek absorption in ICAR-NRRI nor the shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of ICAR-NRRI. The worker/services will remain the employees of the Firm/Agency/Contractor and will be the sole responsibility of the Firm/Agency/Contractor to make it clear to them before deputing on work at NRRI. There is no Master and Servant relationship between the employees of the service provider and ICAR-NRRI and further that they shall not claim for any employment or absorption at ICAR-NRRI by virtue of their engagement for this work.
23. The service provider's personnel shall not claim any benefit/compensation/regularization/absorption of services from ICAR-NRRI under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. Undertaking from the persons/services to this effect shall be required to be submitted by the service provider to ICAR-NRRI.
24. The service provider's personnel/services shall not divulge to any person or any details of office, operation process, technical know-how, security arrangements, administrative and organizational matters as all of these are confidential in nature.
25. The services of the Firm/Agency/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 Firm/Agency/Contractor shall be responsible for the good conduct and behavior of its workmen/services. ICAR-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, Gutkha, smoking, using speakers for listening of music

and loitering without any work. The Firm/Agency/Contractor shall issue necessary instructions to its workmen/services to act upon the instructions given by the Chairman (CDC)/ In-charge Farm Manager (EMS) of this Institute.

26. The bidders 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.
27. The Firm/Agency/Contractor shall maintain register for making the attendance by Supervisor deployed by them, which can be seen / verified by the In-charge, Farm Manager of ICAR-NRRI periodically. The Firm/Agency/Contractor will take day to day instructions from the In-charge, Farm Manager and shall maintain diary for the same. The Firm/Agency/Contractor shall maintain an Inspection Book as prescribed, which will be made available with the In-charge, Farm Manager (EMS) of the Institute. Fault / observation (s) recorded thereon should be attended immediately.
28. The normal working day shall consist of eight and half hours including interval of half an hour for rest.
29. Wherever applicable, the Firm/Agency/Contractor shall give the services for 07 days a week, while one day in any period of 07 days, shall be the day of weekly rest, for each worker / supervisor.
30. The service provider shall replace immediately any of its personnel/services, if unacceptable to ICAR-NRRI because of security risk, incompetence, conflict of interests and or breach of confidentiality or improper conduct, upon receiving a written notice from any staff of ICAR-NRRI.
31. The damage caused, if any, to ICAR-NRRI property through the acts of the Firm/Agency/Contractor and/or by its workers/services shall be made good by the Firm/Agency/Contractor and decision of ICAR-NRRI in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by Firm/Agency/Contractor or its staff or otherwise any harm done to ICAR-NRRI, its properties, designated officials or other employees, the Firm/Agency/Contractor shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceeding as well as pay penalty, which the Director, ICAR-NRRI may deem fit.
32. The Firm/Agency/Contractor shall be responsible for making timely payment of due wages to the workers/services employed by them and deposit the EPF with EPFO and ESI contribution through ECR. A copy of ESI Challan and ECR indicating name of the workers/services with the EPF contribution should be submitted by the Firm/Agency/Contractor to ICAR-NRRI, as proof. If any complaint is received with regard to these matters, the action will be taken against the Firm/Agency/Contractor and concerned authorities will be asked to take legal action against the Firm/Agency/Contractor. ICAR-NRRI will not at all be liable for the fault/breach of law by the Firm/Agency/Contractor.
33. The Firm/Agency/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/services 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/Contractor during the execution of work at ICAR-NRRI.
34. The Firm/Agency/Contractor shall be responsible for all injury and accident to persons/services employed by them, while on duty. It is desirable that all services are covered under an insurance and as per various acts and laws governing the same.

35. In the event of any loss being occasioned to ICAR-NRRI on account of the negligence of the duty by the Firm/Agency/Contractor's employees/services, the Firm/Agency/Contractor shall make good the loss sustained to ICAR-NRRI either by replacement or on payment by adequate compensation.
36. The Firm/Agency/Contractor shall not appoint Sub-Contractor to carry out any obligation under this contract and under such case agreement will be declared as void and such act of the Firm/ Agency/ Contractor will be taken as breach of Contract and resultantly the Security Deposit shall be forfeited and the contract shall be terminated as well as the Firm/Agency/Contractor shall be blacklisted by ICAR-NRRI.
37. The Firm/Agency/Contractor 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/Contractor.
38. The Director, ICAR-NRRI reserves the right to reduce or terminate the period of contract or to extend its tenure/duration in the interest of ICAR-NRRI for any justifiable reasons, not mandatory to communicate to the Firm/Agency/Contractor.
39. The Firm/Agency/Contractor shall abide by all laws of the land including Labour Laws, Company Act, Tax deduction liabilities, Welfare measure of its employees/services and all other obligations in such cases and are not essentially enumerated and defined herein, whatsoever.
40. The ICAR-NRRI reserves the right to ask the Firm/Agency/Contractor to remove any person/service (s) deployed by them without assigning any reason/notice.
41. The Firm/Agency/Contractor shall be responsible for the good conduct and behavior of its employees/ services. If any employee/service (s) of the Firm/Agency/Contractor is found misbehaving with ICAR-NRRI staff or other staff of Agencies working in ICAR-NRRI Campus, ICAR-NRRI, Cuttack-6, the Firm/Agency/Contractor shall immediately withdraw such employees/services forthwith at their own risk and responsibility. The Firm/Agency/Contractor shall issue necessary instructions to its employees to act upon the instruction given by the supervisory staff of ICAR-NRRI.
42. Any dispute arising out in relation to this contract/agreement shall be referred to the Director, ICAR-NRRI and his decision will be binding on the Firm/Agency/Contractor.
43. The duration of the contract shall be initially for one year and extendable up to maximum two years on the same Terms & Conditions on mutually agreed upon and if the performance of the Firm/Agency/Contractor is found satisfactory. The contract can also 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 the obligations under the contract
44. The Firm/Agency/Contractor shall have no claim for compensation for any loss sustained by them by reasons of having engaged personnel/services or purchased machines and material for the work.
45. All the machinery fuel, consumables, repair and maintenance etc. required for carrying out the work shall be arranged by the Firm/Agency/Contractor itself and no extra payment on this account shall be made to the Firm/Agency/Contractor by ICAR-NRRI.

46. Documentary proof towards payment of EPF & ESI in respect of the concerned workers/services engaged at ICAR-NRRI by the Firm/Agency/Contractor should be submitted on every three months, for verification. Non-compliance will lead to break in further payments.

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

Tender for Job/Work/Service Contract for "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis" at ICAR-NRRI, Cuttack(Annual Contract).

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

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 **Tender for Job/Work/Service Contract for "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis" at ICAR-NRRI, Cuttack(Annual Contract)**. and agreed 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 **Job/Work/Service Contract for "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis" at ICAR-NRRI, Cuttack(Annual Contract)**. 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.

Signature of the Tenderer/Bidder
With Official Seal

Signature of Witness:

Telephone No. (Office):

Name:

Telephone No. (Resi.):

Address:

Mobile No.:

E-mail:

Occupation:

**ANNEXURE IV
SCHEDULE – I**

CHECK LIST FOR EVALUATION OF TECHNICAL BID
(to be filled, signed, scanned and uploaded with corresponding records, online)

Sl. No.	Documents required	Particulars with number/ code	Reference Page No. in the tender document uploaded
a)	Registration certificate of the Firm/Agency under Central Govt. /State govt./DGR/MSME/NSIC etc.		
b)	Minimum turnover of the Firm/Agency not less than Rs. 40.00 Lakh (Rupees Forty Lakh only) during 2020-21.		
c)	Last three years experience of the Firm/Agency during 2018-19, 2019-20, 2020-21 in the field of providing such services in Central/State Govt./Autonomous bodies of Govt. of India/Corporations of Govt. of India/Reputed Public or Private Organizations. Provide the details in enclosed tabular form and Name and address of client departments may be indicated with copies of work orders/ experience certificate.		
d)	Certified Balance sheet of the Firm/Agency during 2018-19, 2019-20, 2020-21 of the service contract by the Chartered Accountant and IT returns during 2018-19, 2019-20, 2020-21.		
e)	Turnover during 2018-19, 2019-20, 2020-21. (Certified copy of Balance Sheet/ Bank certificate/ Chartered Accountant certificate be attached)		
f)	Employee's EPF registration certificate issued by local govt. etc.		
g)	Employee's ESI registration certificate issued by local govt. etc.		
h)	The contractor/ agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour licence under this Act.		
i)	Nos. of staff/supervisors registered under ESI and EPF separately. Minimum 20 nos. (Staff/Supervisors) required to be registered with their ESI and EPF contributions. Documentary proof of vouchers to be required and may be attached.		
j)	Goods and Service Tax registration certificate issued by Govt.		
k)	Name and Full Address of their Bankers.		
l)	Non Black listed undertaking		

Indicating page no. (in the last column) in the check list is mandatory, failing which will be treated as non- submission of respective documents.

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 Firm/Agency/Contractor will have to make payment for at least 02 consecutive months to its services, even without receiving payment from ICAR-NRRI.
4. Successful Bidder will have to enter into a detailed contract agreement with ICAR-NRRI on non-judicial stamp paper worth **Rs.100/-** (Rupees One hundred only).
5. Only those Firm/Agency/Contractor that qualifies the Technical Bid will be considered for opening of the Financial Bid.

**SIGNATURE OF
THE BIDDER
WITH OFFICIAL
SEAL**

SCHEDULE-II**SCHEDULE TO TENDERS:**

a)	Name of the Firm/Agency/Contractor	:
b)	Full address with Post Box No. e-mail ID and Telephone No.	:
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)	For Partnership Firm/Agency, 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 Bankers	:
f)	Permanent Income Tax No/Circle/Ward (PAN)	:
g)	Any other relevant information	:

Date:

Place:

AUTHORISED SIGNATORY
WITH SEAL

ANNEXURE-V

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

To

The Director
ICAR-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 **Tender for Job/Work/Service contract for "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis" at ICAR-NRRI, Cuttack(Annual Contract)**. I/We have understood the total quantum of work by going through the tender document and/by visiting the campuses at ICAR-NRRI. I/We gathered all information needed to understand the requirement of this service contract as per the given details in the prescribed Annexures of the Tender document.

1. I/We have hereby agree to the Terms and Conditions of the Contract as detailed in the tender document and if given an opportunity to provide the service, then I/We agree to execute an agreement as per prescribed Proforma given in **Annexure VII**.
2. I/We undertake that the documents enclosed herewith are genuine and no material / facts have been concealed or suppressed.
3. I/We undertake that there are not any legal suit/criminal case pending against our Firm/Agency for violation of Minimum wages Act or other Laws governing in the field and there is no criminal/legal suit pending or contemplated against us.
4. I/We are not blacklisted by any Central/State Government Autonomous bodies of Govt. of India/ Corporations of Govt. of India/Reputed Public or Private Organizations.
5. I/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 ICAR-NRRI within **180 days** from the date of opening of the Technical Bid.

**(Signature of
Bidder/
Authorized
Signatory)
With Stamp/Seal**

ANNEXURE-VI

Details of the Minimum 3 (Three) year experience / work done

Sl. No.	Name of the Deptt./ Organization & Name of contact Person with Ph. No.	Period		No. of staff deployed	Remarks/ Nature of Work (only similar to the work mentioned in this tender document)
		From	To		

(Authorized Signatory)

DRAFT SPECIMEN AGREEMENT*[As per Rule 145 of GFR]*

Tender for Job/Work/Service contract for "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis" at ICAR-NRRI, Cuttack (Annual Contract).

Work Order/LOI No. _____/Tech. Date: _____/____/2021

This agreement is made at CUTTACK on (Date.....), 2021 between the Director, ICAR-NRRI, Cuttack which terms shall include its successors, assignees etc. (hereinafter called ICAR-NRRI) on the first part and (name & address), (hereinafter called the Firm/Agency/Contractor) 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/Contractor with experience & financial capability **for Job/Work/Service contract for "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis" at ICAR-NRRI, Cuttack(Annual Contract).**

AND whereas the Director, NRRI has decided to assign the **for Job/Work/Service contract for "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis" at ICAR-NRRI, Cuttack(Annual Contract).** to the Firm/Agency/ Contractor M/s. on the terms and condition 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 the Director, ICAR-NRRI by giving one calendar months' notice in writing of its intention to terminate the Agreement/Contract. The Agreement can be renewed, on mutually agreed terms and conditions.
2. That the contract will be initially for a period of one year, which is extendable for a further period of two more years (total three year) on year to year basis on mutually agreed upon and subject to satisfactory performance of the Firm/Agency/ Contractor and its willingness to continue on mutually agreed terms and conditions. The Firm/Agency/ Contractor shall be responsible **for Job/Work/Service contract for "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis" at ICAR-NRRI, Cuttack(Annual Contract)**
3. That the Firm/Agency/ Contractor will provide full particulars of every services deployed by them for providing the said service at ICAR-NRRI.
4. That all personnel/services deployed at ICAR-NRRI premises shall all times and for all purposes be deemed to be the employee of the Firm/Agency/ Contractor and ICAR-NRRI shall have no liability on this account in any manner.
5. That the Firm/Agency/ Contractor shall ensure that all persons/services deployed at ICAR-NRRI, Cuttack are of good character, well behaved and otherwise competent and qualified to perform the job/work/service for which they are deployed.
6. That the Director, ICAR-NRRI, Cuttack or duly authorized officer on his/her behalf shall have the right to ask for the removal any personnel/services from ICAR-NRRI, if considered by ICAR-NRRI to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of ICAR-NRRI.
7. That the services deployed by the Firm/Agency/ Contractor 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 for Rs..... (Rupees..... only) **for Job/Work/Service contract for "Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift**

basis” at ICAR-NRRI, Cuttack(Annual Contract). This payment includes all statutory payment/charges such as Service charge, ESI, EPF, GST and other statutory dues governing in the field as per notification of Central / State Govt. from time to time.

9. That the services deployed by the Firm/Agency/ Contractor 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 National Holidays i.e. Republic Days, Independence Day and Gandhi Jayanti etc. and the same is to be included in the monthly charge claim in the tender by the Bidder.
10. That the Firm/Agency/ Contractor shall be responsible for making timely payment of due wages according to the Minimum Labour Wages (Central) Act and also deposit the EPF and ESI contribution in respect of the services engaged by them. If any complaint received with regard to these matters, the action will be taken against the Firm/Agency/ Contractor and the concerned authorities will be asked to take legal action against the Firm/Agency/ Contractor as per Rule.
11. That the Firm/Agency/ Contractor will raise the monthly bill for the preceding month on the 1st working day and the payment will be released by ICAR-NRRI through PFMS subject to satisfactory performance of contracted job/work/service.
12. That the deduction of Income Tax (TDS) from the monthly bills will be made at source as applicable from time to time.
13. That in case of 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 aspect of any dispute between the parties.
14. That in case the Firm/Agency/ Contractor fails to perform any of the terms and conditions of this agreement/contract or commits any breach of the contract, the Director, ICAR-NRRI shall have power to terminate the contract without notice thereof.
15. That the Firm/Agency/ Contractor agrees to discharge all their legal obligations in respect of their workers/personnel/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/ Contractor agrees to indemnify and keep indemnified 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/ Contractor. Minimum wages shall be paid to the workers/services by the Firm/Agency/ Contractor at the rate fixed by Chief Labour Commissioner (Central) from time to time and as per the minimum wages Act. The Firm/Agency/ Contractor 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/ Contractor 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/ Contractor indemnifies ICAR-NRRI in all respects thereof. The Firm/Agency/ Contractor shall provide an undertaking every month for compliance of the provision of Contract Labour/Rule and other Law applicable along with the monthly bill.
16. That it is also agreed that under no circumstances, the volunteers and employees/workmen/services of the Firm/Agency/Contractor shall be treated, regarded or considered or deemed to be treated as the employees of ICAR-NRRI and the Firm/Agency/ Contractor alone shall be responsible for their remuneration, wages and other benefits etc. The Firm/Agency/ Contractor shall indemnify and keep indemnified ICAR-NRRI, against any claim that it may have to meet towards the employees/ workmen/ services of the Firm/Agency/Contractor. The Firm/Agency/Contractor’s employees/workmen/services shall have no claim to absorption/regularization and financial benefits etc. that are admissible to regular employees of ICAR-NRRI.
17. That in case of any loss or damage to the property of ICAR-NRRI, which is attributable to the Firm/Agency/Contractor, the full damages will be recovered from the Firm/Agency/ Contractor.

18. That the Firm/Agency/ Contractor shall not transfer its right of work or sub-contract to anyone else.
19. That the Firm/Agency/ Contractor or its workers/services shall not misuse the premises for any purpose other than for which contract is awarded.
20. That the Firm/Agency/ Contractor 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/services deployed by the Firm/Agency/ Contractor will not be tolerated and such person/service (s) will have to be replaced immediately.
21. That in case of any accident/loss of life of the workers/services during discharging duties, if any compensation is awarded, the same shall be solely borne by the Firm/Agency/ Contractor and ICAR-NRRI shall have no liability in this connection.
22. That the Firm/Agency/ Contractor shall provide a coordinator for immediate interaction with ICAR-NRRI.
23. That the terms and conditions as stipulated in the tender document shall be the part of this Agreement.
24. **PENALTY CLAUSE: Liquidated Damage Clause:**
 - a. That an amount equivalent to one day of contract amount will be levied as Liquidated Damage 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/Agency/ Contractor by ICAR-NRRI and if no action is taken within a reasonable amount of time fixed by ICAR-NRRI, Liquidated Damage Clause will be invoked automatically.
 - b. That any misconduct/misbehavior on the part of the manpower/services deployed by the Firm/Agency/ Contractor will not be tolerated and such person will have to be replaced immediately.
 - c. That if the required number of workers/supervisor/services are less than the minimum required as a penalty of Rs. 500/- per service per day will be deducted from the monthly bill.

The decision of the Director, National Rice Research Institute, Cuttack- 753006 shall be final and binding on the Firm/Agency/ Contractor in respect of any clauses covered or not covered under this contract/agreement and/or any matter incidental to the contract/agreement.

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

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

Authorized Signatory
on behalf of the
Firm/Agency/ Contractor
with Official seal

Signature of Witness 1 :

Name:

Address:

Signature of Witness 1 :

Name:

Address:

Signature of Witness 2 :

Name:

Address:

Signature of Witness 2 :

Name:

Address:

CERTIFICATE FOR NON- BLACKLISTING
(On non- judicial stamp paper worth Rs. 50 or more)

We(name of the firm) certify that our company/ firm has not been black listed by any Government Department/ Government Educational Institutions/ Research Institutes during the last three years.

Authorized signatory of Bidder with Seal
Name.....
Designation.....

TECHNICAL BID

Undertaking

1. I, _____ son/ daughter/ wife of Shri _____ Proprietor/ Director/ authorized signatory of the Company/ Firm mentioned above, is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them.
3. The information/ documents furnished along with the above tender form are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Place:

Date:

**Signature & Name of the authorized
Signatory with Seal of the Firm**

**TENDER ACCEPTENCE LETTER
(To be given on Company Letter Head)**

Date:

Full Name of the tender	
Address	
Telephone No.	
Email:	

To

The Director,
ICAR- National Rice Research Institute,
Bidyadharpur, Cuttack-753006 (Odisha)

Sir,

I/ we have read all the particulars regarding the general information and other terms and conditions for Job/Work/Service Contract for "**Maintenance and operation of the Gene Bank Cold Storage Plant round the clock on three shift basis**" at ICAR-NRRI, Cuttack.(Annual Contract) and agree to provide the services as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the tender at the rates given in schedule attached "Annexure-V" 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.

- I/ we have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
- The following pages have been added to and form a part of this Tender_____. The **schedules I and II** to accompany this tender arc at page Nos._____.
- Every page so attached with this tender bears my signature and the official seal.

Signature & Seal of Tenderer with date_____

Address_____

Name & Signature of witness_____

Address_____

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.