



भाकृअनुप-राष्ट्रीय चावल अनुसंधान संस्थान, कटक-753006 (ओडिशा)
**ICAR-NATIONAL RICE RESEARCH INSTITUTE
CUTTACK-753006 (ODISHA)**
Department of Agricultural Research and Education (DARE)
Phone (PABX) : 0671- 2367768-783, FAX:91-0671-2367663 / 2367777
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An ISO 9001:2015 Certified Organization



TENDER DOCUMENT (Two Bid system)

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

Tender Enquiry No: 13/Outsourcing/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. 53-06/2021-22/Outsourcing/Tech./

Sub: Tender for Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) for office maintenance at ICAR-NRRI, Cuttack-6

1. The Director ICAR-National Rice Research Institute (ICAR-NRRI) invites online **OPEN TENDER IN TWO BID SYSTEM** through e-tendering method from reputed Firm/Agency with adequate experience and financial capability for **Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) for office maintenance at ICAR-NRRI, Cuttack"**. Eligible Firm/Agency may submit tenders/bids online through CPP Portal (<http://eprocure.gov.in/eprocure/app>). Tenderers are required to submit all the documents online only on or before the closing date and time.
2. The tender form/bid documents may be downloaded from the <https://eprocure.gov.in/eprocure/app> and our website <https://icar-nrri.in>. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory.
3. ICAR-NRRI will not be responsible for any delay in enrollment or submission of the offer/up-loading the offer on above mentioned e-procurement portal for any reason whatsoever. Hence vendors are advised to register in the e-procurement website <https://eprocure.gov.in> & enroll their Digital Signature Certificate (Class – II or above) and upload their quotations well in advance to avoid last minute problems.
4. Any Corrigendum about extension of date in respect of above tender shall be uploaded on our website <https://icar-nrri.in> and website <https://eprocure.gov.in> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.
5. The Director, ICAR-NRRI, Cuttack may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderness.
6. The Director, ICAR-NRRI, Cuttack- 753006 reserves the right to accept or reject any or all the quotations either in full or in parts without assigning any reason.
7. Link: eprocure.gov.in
8. **The contract will be for one year from the date of issuance of work order, which may be renewed upon satisfactory services.**
9. Estimated cost is **Rs. 80.00 Lakh** approximate per annum

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

Tender Enquiry Number	13/Outsourcing /Tech./2021-22
Description of work	Open Tender for Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) for office maintenance at ICAR-NRRI, Cuttack-6
Type of Tender	Two Bid system (Open Tender)
Bid submission Start Date and Time	13/08/2021 3.00 PM onwards
Bid submission Closing Date and Time	02/09/2021 up to 3.00 PM
Date and time of opening of Technical Bids	03/09/2021 at 3.00 PM
Date and time of opening of Financial bids	As will be reflected in the Technical Evaluation Report.
Bid Validity	180 days from the date of Technical Bid opening.
EMD	Exempted till 31.12.2021, but Bid Security Declaration (Annexure-IX) 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 drawn in favour of the Director, ICAR-NRRI, Cuttack-6 payable at Cuttack
Submission of Bids	Online bids uploaded on CPP Portal (http://eprocure.gov.in/eprocure/app .) from 13/08/2021 to 02/09/2021 up to 3.00 PM.
Details of tender	Tender Document available on ICAR-NRRI website (https://icar-nrri.in) and CPP Portal (https://eprocure.gov.in/eprocure/app).

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

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

12. 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 Firm/Agency/Bidders for e-submission of the bids through this e-Procurement Portal can be downloaded from CPP Portal <http://eprocure.gov.in/eprocure/app>).
13. Only online bids received through CPP Portal will be considered for opening of Technical bids.

HEAD OF OFFICE
For on behalf of the Director



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

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE Tender for Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) for office maintenance at ICAR-NRRI, Cuttack-6

LETTER OF INVITATION

From:

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

Dear Tenderer/Sir (s),

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

- 1) The Firm/Agency, after submitting tender, will not be permitted to withdraw their offer or modify the terms and conditions thereof. If the Firm/Agency fails to observe / comply with the foregoing stipulation, EMD will be forfeited. In the event of the offer made by the Firm/Agency not being accepted, the EMD will be refunded, in the manner prescribed by the ICAR-NRRI.
- 3) Director, ICAR-NRRI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of ICAR-NRRI, for any justifiable reasons, not mandatory to be communicated to the Tenderer. His decision will be final for any aspect of the contract and binding on parties. Disputes arising, if any, on the contract will be settled at his level and will not be referred to arbitration.
- 4) Acceptance of the offer will be communicated by e-mail/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 e-mail/fax/letter should be acted upon immediately.
- 5) Essential documents required for technical evaluation of bids are detailed in **ANNEXURE IV.**

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

Scope of work:

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

Sl. No.	Nature of Job	Desirable Qualification/Experience	Classification
(1)	(2)	(3)	(4)
1.	Repair / Maintenance / operation of small equipment or any services coming under this category.	12 th Class Pass / Trade Certificate / License	Highly Skilled
2.	Office Assistant / Data Entry Operator/ Workshop Assistant / Technical Assistance / Computer operator etc. or any services coming under this category.	12 th Class Pass	Skilled
3.	Gardener / Lab Workshop helper / Office peon / Lab support etc. or any services coming under this category.	Class VIII pass	Un Skilled
4.	Plumber / Electrician / Pump Operator/ Generator Operator/ Agricultural field operator/ Agricultural field Assistant etc. or any services coming under this category.	Trade Certificate / License	Semiskilled

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

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

INSTRUCTIONS TO BIDDERS

1. The tender is in two parts i.e. (1) Technical Bid and (2) Financial Bid. These bids duly filled shall be submitted online. The Technical Bid uploaded on the portal must contain the scanned copy of 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-VIII (Financial Bid)**, which relates to the Financial Bid, with each page signed with the Rubber Stamp of the Bidder. All other required supporting documents towards eligibility and experience criteria as mentioned in **Annexure IV** shall be submitted online. No price shall be mentioned in this document anywhere. If price is mentioned in the Technical bid, the offer will liable to be rejected.
 - b) **Financial Bid:** This shall only contain the schedule of rates duly filled and signed in the prescribed formats i.e. **Annexure VIII**.
3. No conditional bid will be accepted. The tender must be in the prescribed formats only and shall be accompanied with all other necessary documents. The consolidated monthly amount to be charged has to be indicated in Indian Rupees both in words and figures (in the prescribed Proforma of Financial Bid / BOQ).
4. The contract shall be awarded to the Firm/Agency meeting all scopes of work and fulfilling all the terms and conditions of the tender, with specific reference to the essential condition relating to the availability of requisites infrastructure/facilities and experience of similar nature.
5. The financial bids of only those bidders, who are found technically qualified in their Technical Bid will be opened for comparison. **The Director, ICAR-NRRI reserves the right to reject all or any of the bid (s) and decision of the Director, ICAR-NRRI in this regard shall be final and binding.**
6. The successful bidder shall have to deposit **3%** of the total **Annual Contract Value** as performance security/security deposit within the time frame indicated by the ICAR-NRRI in the award of contract.
7. The bidding Firm/Agency has to carefully assess the scope of work with specific reference and understand the details of the infrastructure/facilities requisitioned. The tenderer may, in their own interest, inspect the site i.e. inside of ICAR-NRRI Campus at ICAR-NRRI, Cuttack where the services are to be provided. For any clarification (s) as to the tender/scope of work or inspection of the premises, the prospective bidders may contact **Head of Office, ICAR-NRRI, Cuttack-753006** with prior appointment on any working day between 10.00 AM to 5.00 PM.
8. No interest on Security Deposit shall be paid by ICAR-NRRI to the Bidder (s).
9. The Firm/Agency is being permitted to submit tenders in consideration of the stipulations on the part that after submitting tenders, he/she/they will not rescind from his/her/their offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulation and in the event of the offer made by the tenderer not being accepted, the amount of security deposit will be refunded without any interest, in the manner prescribed by the Director, ICAR-NRRI, Cuttack.
10. The performance security/security deposit shall be valid till all contractual obligations are fulfilled by the Firm/Agency. The same shall stand forfeited in case of cancellation of the contract for any breach of contract or for any deficiency in the performance noticed during the currency of the contract.

11. The tenderer is liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Person signing the tenders or other documents must ensure that he/she is an authorized person on behalf of the Firm/Agency to do so. The person signing the tender forms or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he/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 tenders and the schedules to the tenders and annexures, if any, should be signed by the tenderer.
12. Acceptance by the ICAR-NRRI will be communicated online as well as 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 action for execution of works should be started immediately on the basis of online order/communication.
13. Details of essential documents required for Technical evaluation of 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. The Contract will be strictly monitored as per Scope of work given in **Annexure II** in respect of minimum standard defined in the said Annexure. In case any shortcomings or deficiencies are noticed during the currency of contract period or any other contractual dispute, the contract can be terminated giving by giving one month notice. The decision of the Director, ICAR-NRRI in this regard shall be final and binding.
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 and mutually agreed upon by both the parties.##
16. If the contract is terminated on the grounds of glaring shortcomings or deficiencies during the currency of its tenure including extended tenure, if any, the ICAR-NRRI shall have all rights to make suitable alternative arrangements for a period of **45 days** from the date of such termination or till a new tender is finalized whichever is earlier and the difference in cost, if any, will be borne by the Firm / Agency.
17. **The Firm/Agency should quote their rates taking into consideration the current rate of Minimum wages for each category of service (s), current rate of EPF & ESIC contribution, GST and other Taxes as applicable from time to time "for a period one year". The rates quoted by the Agency and approved by ICAR-NRRI shall be fixed for a period of one year from the date of award of contract as Annual Rate Contract. However, the same may be revised during the "extended period of contract" only whereas the above components are revised by the concerned department and only on receipt of written request from the Firm/Agency for revision of rates. However, the Service Charges quoted by the Agency and approved by ICAR-NRRI shall be fixed for the entire period of the contract and no request for any change/ modification shall be entertained/considered before expiry of the period of the contract as well as extended period of contract. As and when minimum wages increased, the same may be borne by the firm/agency as per Ministry of Labour and Employment.**
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 services deployed by the Firm/Agency in the course of performing work of ICAR-NRRI. Neither the Firm/Agency nor its services shall have any claim on ICAR-NRRI for compensation or financial assistance on this account.
19. The Firm/Agency shall be solely responsible for payment of wages, EPF and ESI and liability under Employees Compensation Act etc. directly to all the services account maintained by EPFO & ESI as per prevailing Acts/orders of Govt. of India. **If any dispute arises between the Firm/Agency and its services in the matter of wages or any service conditions the same will be settled amongst the Firm/Agency and the services engaged by it, themselves. The ICAR-NRRI in no case shall be a party to such dispute.**

20. It shall be the sole responsibility of the Firm/Agency to comply with all the provisions of Acts, statutory requirements and Government instructions. If any statutory provision of any statute is violated in general concerning the services deployed and in regard to welfare of the services deployed for the work in particulars, then the performance security will be confiscated and Firm/Agency will be blacklisted.
21. The services deployed by the Firm/Agency should not have any police records/criminal cases against them. The Firm/Agency should make adequate enquiries about the character and antecedents of the services whom they are deploying. The service provider will provide the duly filled police verification form of the services to the ICAR-NRRI within **fifteen days of award of contract and the ICAR-NRRI will get them verified from the police authorities**. The Firm/Agency will provide Name, Address, Telephone No & Photographs with proof of identity of its services deployed at ICAR-NRRI.
22. That no right, much less a legal right shall vest in the Firm/Agency's services to claim/have employment or otherwise seek absorption in the ICAR-NRRI nor the services shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the ICAR-NRRI. The services will remain the liabilities of the Firm/Agency and will be the sole responsibility of the Firm/Agency to make it clear before deputing on work at ICAR-NRRI. There is no Master and Servant relationship between the services of the service provider and the ICAR-NRRI and further that the said services of the service provider shall not claim for any employment or absorption in the ICAR-NRRI by virtue of their engagement for this work.
23. The service provider's services 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 services to this effect shall be required to be submitted by the service provider to ICAR-NRRI.
24. The service provider's services shall not divulge any details of office, operation process, technical know-how, security arrangements, administrative and organizational matters to any person/outsider (s) as all of these are confidential in nature.
25. The services of the Firm/Agency shall be of good character and of sound health. The service provider shall ensure proper conduct of its services in office premises and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of pan/Gutkha, smoking using speakers for listening to music and loitering without any work. The services should not be below the age of 18 years.
26. The service provider shall replace immediately any of its services, if not acceptable to the ICAR-NRRI because of security risk, incompetence, conflict of interests and breach of confidentiality or improper conduct upon receiving a written notice from any staff of the ICAR-NRRI.
27. The damage caused, if any, to ICAR-NRRI property through the acts of the Firm/Agency and/or by its services shall be made good by the Firm/Agency and decision of the ICAR-NRRI in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by the Firm/Agency or its services or otherwise any harm done to the ICAR-NRRI, its properties, designated officials or other employees, the Firm/Agency shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceeding as well as pay penalty, which the Director, ICAR-NRRI may deem fit.
28. The Firm/Agency shall be responsible for making timely payment of due wages to the services deployed by depositing of EPF with EPF through ECR and ESI contribution. A copy of ESI Challan and ECR indicating name of the services with the EPF contribution should be submitted by the Firm/Agency to the ICAR-NRRI every month as proof. If any complaint is received with regard to these matters, the action will be taken against the Firm/Agency and concerned authorities will be asked to take legal action against the Firm/Agency. ICAR-NRRI will not at all be liable. Documentary proof of vouchers towards payment of ESI & EPF to be required and may be attached along with the monthly bills. The documentary proof in original towards payment of the above obligations in respect of the services of the Firm/Agency should be submitted to ICAR-NRRI on every six months for verification. Non-compliance will lead to break in further payments.

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

41. The Firm/Agency shall have no claim to compensation for any loss sustained by it by reasons of having deployed services or purchased machines and material for the work.
42. Income tax will be deducted from the bills as per rule.
43. TDS on GST will be deducted from the bills as per rule.
44. The Supervisor of the Firm/Agency will maintain all the registers, which are kept at concerned Section.
45. The Firm/Agency must deploy adult services only. Employment of child labour may lead to termination of the Contract.
46. The services so provided by the Firm/Agency under this contract will not be the employee of the Council/ICAR-NRRI and there will be no Employer-Employee relationship between the Council/ICAR-NRRI, and the so called services deployed by the Firm/Agency in the aforesaid services.
47. An Identity card bearing the name & details of the Firm/Agency should be provided to each services deployed by them, so that they can be clearly identified as the "services of the Firm/Agency".
48. At the time of engaging personnel for providing services, their testimonials as per the tender term and condition will be verified, if found correct, then only they will be allowed to provide the service.

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

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

From:

To

The Director,
ICAR-NRRI, Cuttack-6.

I/we have read all the particulars regarding the General information and other terms and conditions of the contract for **Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) for office maintenance at ICAR-NRRI, Cuttack** and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 180 days. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

- 2) I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
- 3) The following pages have been added to and forms a part of this Tender for the contract for **Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) for office maintenance at ICAR-NRRI, Cuttack**. The Schedule I & II to accompany this Tender are at pages_____
- 4) Every page so attached with this Tender bears Signature and the office seal.

Signature & Seal of the Bidder

Telephone No. (Office):

Telephone No. (Resi.):

Mobile No.:

E-mail ID:

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

Sl. No.	Document required	Upload the scanned copy	Page No.
i)	Registration certificate / MSME Certificate of the Firm/Agency issued by Central Govt. /State govt.	pdf	
ii)	The testimonials duly signed by a Chartered Accountant towards Minimum turnover of the Firm/Agency not less than Rs. 50.00 Lakh (Rupees Fifty Lakhs only) during the last three financial year.	pdf	
iii)	Minimum three years continuous experience (2018-19, 2019-20, 2020-21) of the Firm/Agency in the field of providing 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 –VI).	pdf	
iv)	Certified Balance sheet of the Firm/Agency for last three years(2018-19, 2019-20, 2020-21) by the chartered accountant.	pdf	
v)	Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three year (2018-19, 2019-20, 2020-21)	pdf	
vi)	Employee EPF registration certificate issued by local Govt. etc.	pdf	
vii)	Employee ESI registration certificate issued by local Govt. etc.	pdf	
viii)	Valid Registration with the Contract Labour (Regulation and Abolition) Act. 1970. The Firm/Agency shall obtain the labour license under this Act.	pdf	
ix)	Numbers of staff/supervisors registered under EPF & ESI separately. Minimum 50 nos. (Staff/Supervisors) required to be enrolled with their ESI & EPF contributions. Documentary proof towards payment of EPF & ESI in respect of 50 or more employees of the Firm/Agency for the last two years i.e. 2019-20 & 2020-21 to be furnished.	pdf	
x)	Documentary proof indicating GST clearance for the year 2019-20	pdf	
xi)	Goods & Service Tax registration certificate	pdf	
xii)	The bidders should submit the documents wherein they have declared their liabilities for the year 2019-20 under GSTR1 Return (B2B). Further, those who have declared their liabilities against the GST Registration No.- 21AAAGC0171P1ZP of NRRI in connection with invoices should also submit the documents in support of those liabilities under GSTR1 Return (B2B).	pdf	

Note:

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

SIGNATURE & SEAL OF THE BIDDER

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

1.	Name of the Firm/ Agency/Organization / PSU	:	
2.	Constitution of firm/agency (attached copy) Indian companies Act, 1956, Indian Partnership Act, 1932 (please give names of partner). Any other Act, if not the owners	:	
3.	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 to 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.	:	
3.	Office Address of the Firm/Agency	:	
3.	Telephone/Mobile No.	:	
4.	E-mail ID:	:	
5.(i)	Firm/Agency's Bank Account No and Type of Account	:	
(ii)	Name of Bank & Branch	:	
(iii)	IFSC Code No.	:	
6.	Your permanent Income Tax No./Circle/Ward	:	
7.	Name of authorized representative(s)	:	
8.	Any other relevant information	:	

IMPORTANT INFORMATION TO THE BIDDER:

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

Agreed and signed by

Signature & Seal of the Bidder

Telephone No. (Office):

Telephone No. (Resi.):

Mobile No.:

E-mail ID:

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

Ref. No.:

Date:/...../2021

To

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

Sub: ICAR-NRRI Tender Enquiry No. /Outsourcing/Tech./2021 Dated 07/2021 For **Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) for office maintenance at ICAR-NRRI, Cuttack.**

Sir,

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

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

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

Signature & Seal of the Bidder

Telephone No. (Office):

Telephone No. (Resi.):

Mobile No.:

E-mail ID:

Details of the Minimum 03 year experience/work done:

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

Signature & Seal of the Bidder

DRAFT SPECIMEN AGREEMENT
(As per Rule 149 of GFR)

Job/Work/Service contract for "Providing Outsourcing Services (Un-skilled, Semi-skilled, Skilled, Highly Skilled) for office maintenance at ICAR-NRRI, Cuttack.

This agreement is made at CUTTACK on (Date.....), 2021 between the Director, ICAR-NRRI, Cuttack which terms shall include its successors, assignees etc. on the first part (hereinafter referred to as ICAR-NRRI) and (name & address of the Firm/Agency), (hereinafter referred to as the Firm/Agency) which terms shall include its authorized representatives, successor, assignees etc. on the other part.

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

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

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

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

16. The bill submitted by the Agency/Firm will be paid excluding GST amount. The GST amount will be released after it reflects on GSTR1 Return (B2B).
17. That the Firm/Agency agrees to discharge all their legal obligations in respect of their services i.e. wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time viz obligations under Contract Labour (Regulation & Abolition) Act. 1970, Workmen's Compensation Act, E.P.F. & M.P. Act, and ESI Act etc. The Firm/Agency agrees to indemnify and keep indemnified the ICAR-NRRI on account of any failure to comply with the obligations under various laws or damage to ICAR-NRRI, Campus, ICAR-NRRI, Cuttack-6 due to acts/omissions of Firm/Agency. Minimum wages shall be paid to the services by the Firm/Agency at the rate fixed by the Chief Labour Commissioner (Central) from time to time and as per the minimum wages Act. The Firm/Agency shall also pay all such benefits to its services as envisaged under various Acts and laws like ESIC Act, EPF & MP Act. Payment of Bonus Act, Taxes etc. The Firm/Agency shall also ensure compliance of all laws applicable and / or to be made applicable and ICAR-NRRI shall not be liable for the same and the Firm/Agency indemnifies ICAR-NRRI in all respects thereof. The Firm/Agency shall provide an undertaking every month towards compliance of the provision of Contract Labour/Rule and other Law applicable along with the monthly bills.
18. That it is also agreed that under no circumstances, the volunteers and services of the Firm/Agency shall be treated/ regarded or considered or deemed to be treated as the employees of the ICAR-NRRI and the Firm/Agency alone shall be responsible for their remuneration, wages and other benefits etc. The Firm/Agency shall indemnify and keep indemnified the ICAR-NRRI, against any claim that it may have to meet towards the services of the Firm/Agency. The Firm/Agency's services shall have no claim for absorption/regularization and financial benefits etc. that are admissible to the regular employees of ICAR-NRRI.
19. That in case of any loss or damage to the property of ICAR-NRRI which is attributable to the Firm/Agency, the full damage cost will be recovered from the Firm/Agency.
20. That the Firm/Agency shall not transfer its right of work or sub-contract to anyone else.
21. That the Firm/Agency or its workers shall not misuse the premises for any purpose other than for which contract is awarded.
22. That the Firm/Agency shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligently and honestly. Any misconduct/misbehavior on the part of the services deployed by the Firm/Agency will not be tolerated and such person(s) will have to be replaced immediately.
23. That in case of any accident/loss of life of the services during discharging duties, if any compensation is awarded, the same shall be borne by the Firm/Agency.
24. That the Firm/Agency shall provide a coordinator for immediate interaction with the ICAR-NRRI.
25. That the terms and conditions as stipulated in the Tender document and Award of contract / Work order shall be the part of this agreement.
26. **PENALTY CLAUSE: liquidated damages clause:**
 - a. That an amount equivalent to two days of contract amount subject to a minimum of Rs. 500/- will be levied as liquidated damages per day whenever it is found that the work is not up to the mark in any Section, it will be brought to the notice of supervisory staff of the Firm/Agency by ICAR-ICAR-NRRI and if no action is taken within one hour, liquidated damages clause will be invoked.
 - b. That any misconduct/misbehavior on the part of the manpower deployed by the Firm/Agency will not be tolerated and such person will have to be replaced immediately.

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

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

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

Name & Signature of Witness 1 :

Address:

Name & Signature of Witness 2 :

Address:

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 **letterhead 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.