

भाकृअनुप-राष्ट्रीय चावल अनुसंधान संस्थान, कटक-753006 (ओडिशा) ICAR-NATIONAL RICE RESEARCH INSTITUTE CUTTACK-753006 (ODISHA) Department of Agricultural Research and Education (DARE)

Phone (PABX) : 0671- 2367768-783, FAX:91-0671-2367663 / 2367777 E- mail: directorcrricuttack@gmail.com / director.nrri@icar.gov.in / crrictc@nic.in An ISO 9001-2015 Certified Institute



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

**NAME OF WORK:** Tender for Providing Job/Work/Service contract for "Day to day Civil Maintenance work of Non-residential and Residential buildings at NRRI Campus", ICAR-NRRI, Cuttack.

# Tender Enquiry No: 19/Civil. Main./Tech./NRRI/2021-22

Tender published at Website:

http://eprocure.gov.in http://icar-nrri.in

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



भाकृअनुप-राष्ट्रीय चावल अनुसंधान संस्थान, कटक-753006 (ओडिशा) ICAR-NATIONAL RICE RESEARCH INSTITUTE CUTTACK-753006 (ODISHA) Department of Agricultural Research and Education (DARE) Phone (PABX) : 0671- 2367768-783, FAX:91-0671-2367663 / 2367777 E- mail: directorcrricuttack@gmail.com / director.nrri@icar.gov.in / crrictc@nic.in



# **E-TENDER NOTICE**

An ISO 9001-2015 Certified Institute

# Sub: Tender for Providing Job/Work/Service contract for "Day to day Civil Maintenance work of Non-residential and Residential Buildings at NRRI Campus", ICAR-NRRI, Cuttack.

- The Director ICAR-National Rice Research Institute (NRRI) invites online OPEN TENDER IN TWO BID SYSTEM through e-tendering from reputed firms with adequate experience and financial capability for Providing Job/work/Service contract for "Day to day Civil Maintenance work of Nonresidential and Residential buildings at NRRI Campus", ICAR-NRRI, Cuttack. Eligible firms may submit tenders/bids online on CPP Portal (<u>http://eprocure.gov.in/eprocure/app</u>.) from <u>30/10/2021 to</u> <u>20/11/2021 up to 3.00 PM</u>. Tenderers are required to upload all documents in CPP Portal before closing date and time of the Tender. Details can also be obtained for <u>www.nrri.nic.in</u>.
- 2. The tender form / bid documents may be downloaded from the <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and this Institute website <a href="https://eprocure.gov.in/eprocure/app">www.nrri.nic.in</a>. Online submission of Bids through Central Public Procurement Portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> is mandatory. Manual / Offline bids shall not be accepted in any circumstances.
- 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 <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> & enroll their Digital Signature Certificate (Class II or above) and upload their quotations well in advance to avoid last minute rush / problems.
- 4. Any Corrigendum about extension of date in respect of the above tender shall be issued on our website www.nrri.nic.in and/or website <u>https://eprocure.gov.in</u> only and no separate notification shall be issued in the press. Bidders are therefore requested to have a regular visit this Institute website to keep themselves updated.
- 5. The Director, ICAR-NRRI, Cuttack may at his/her discretion to extend the date by a fortnight and such extension shall be binding on Bidders.
- 6. The Director, ICAR-NRRI, Cuttack- 753006 reserves the right to accept or reject any or all the quotations/bids either in full or in parts without assigning any reason thereof.

#### 7. Link: eprocure.gov.in

- 8. The rates quoted shall be valid for a period of one year from the last date fixed for submission of bid.
- 9. Estimated cost is **Rs. 40.00 lakh** per annum (Approximately)

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

Tender Number	19/Civil Maint./ Tech./NRRI/2021-22
Description of work	Tender for Providing Job/Work/Service contract for "Day to day Civil Maintenance work of Non-Residential and Residential Buildings at NRRI Campus", ICAR-NRRI, Cuttack.
Type of Tender	Two Bid system
Bid submission (Start Date and Time)	<u>30/10/2021</u> at 3.00 p.m. onward
Bid submission End Date and Time	<u>20/11/2021</u> at 3.00 p.m.
Date and time of opening of Technical Bid	<u>22/11/2021</u> at 3.30 p.m.
Financial Bid to be opened	As will be reflected in the Technical Evaluation Report
Bid Validity	<b>90</b> days.
EMD	<b>Exempted till 31.12.2021, but Bid Security Declaration (Annexure-IX)</b> 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</u> <u>One Year from the date of opening if they withdraw or modify their bids</u> <u>during the period of validity etc.</u>
Performance Security / Security Deposit (To be deposited by the Agency on receipt of Work Order)	<b>3%</b> of the total annual contract value shall be deposited towards Security Deposit in shape of Demand Draft in favour of the Director, ICAR-NRRI, Cuttack payable only at the State Bank of India Nayabazar, Cuttack-4 (Code No.2094).
Submission of Bids	Bids can be uploaded on CPP Portal ( <u>http://eprocure.gov.in/eprocure/app</u> .) from 30/10/2021 to 20/11/2021 up to 3.00 PM
Details of tender	Tender Documents and Notice Inviting Tender (NIT) is also available on ICAR- NRRI's website ( <u>www.nrri.nic.in</u> )

11. Scope of proposed work and other requirements connected to the contract, including formats of the Bid, Terms and Conditions of the contract etc., are enclosed to this Invitation of Tender are 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 Specimen 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. Both bids (Technical and Financial) are to be uploaded on CPP Portal (<u>http://eprocure.gov.in/eprocure/app</u>.). Special instructions to the Contractors / Agency / Bidders for the e-submission of the bids online through the e-Procurement Portal can be downloaded from CPP Portal <u>http://eprocure.gov.in/eprocure/app</u>.).

Senior Administrative Officer For on behalf of the Director

#### ANNEXURE –I



#### Note: All communications must be addressed to 'The Director', ICAR-NRRI, Cuttack-53006.

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE **Tender for Providing Job/Work/Service contract for "Day to day Civil Maintenance work of Non-Residential and Residential Buildings at NRRI Campus", ICAR-NRRI, Cuttack.** 

From:

#### LETTER OF INVITATION

The Director ICAR-NRRI, Cuttack-753006.

Dear Tenderer/Sir (s),

Online Bids are hereby invited on behalf of the Director, ICAR-NRRI, Cuttack-6 for **Providing Job/Work/Service contract for "Day to day Civil Maintenance work of Non-Residential and Residential Buildings at NRRI Campus", 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 (BOQ) online and all other documents need to be uploaded in CPP Portal.

- 1.) The Firm/Agency after submitting tender, will not be permitted to withdraw their offer or modify the Terms and Conditions thereof
- 2) The Director, ICAR-NRRI reserves the right to reduce or terminate the period of contract or extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the Tenderer/Bidder. The decision of the Director, ICAR-NRRI, Cuttack shall be final on any aspect of the contract and binding on the Firm/Agency and if any disputes arises over the contract will be settled at his level and will not be referred to arbitration.
- 3) Acceptance of the offer will be communicated by email / fax / letter or any other form of communication. Formal letter of acceptance and work order 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.**

Senior Administrative Officer For on behalf of the Director

# **SCOPE OF WORK**

### Day-to-day Civil Maintenance work of Non-residential and Residential Buildings of ICAR-NRRI, Cuttack consists of the following:

Total Area	Description		
Residential Area Total Area:- 12583, Sq. meter	It covers the Type I-70 nos., Type II-49 Nos., Type III-60 Nos., Type IV-28 Nos., Type V-12 Nos., Type VI-1, Type VII-1, Scientist Home, latrine blocks, Servant Qtrs., Cow shed, recreation Club etc.		
Non-Residential: 22160 Sq. meters,	It covers Departments 1. Crop Improvement 2. Crop Production including Agril- Engineering and Farm Section 3. Crop Protection 4. Crop Physiology & bio- chemistry 5. Social Science All Laboratories including Central Genomics Lab., Instrumentation, Biotechnology Lab, Net houses All Net houses of Divisions & Sections Administrative unit:- Director Cell, Jt. Director Cell, Administrative block, Dispensary, Kissan Bhawan, Guest House, INS Hostel, Library, ARIS cell, HRD Cell EMS/CMU/EMU, EPABX System, Jubilee Hall and Canteen etc. All Latrine blocks and Toilets etc.		
Multi facility Auditorium- 1250 Sq. Meter	500 seated capacity Auditorium with inbuilt conference hall etc.		
Total Areas coverage	12583+22160+1250 = 35993 Sq. meter		
Civil repair and maintenance works of NRRI, Cuttack			

# Nature of work: - 1. Masonry works; 2. Carpentry work; 3. Plumbing work and 4. Other works.

Providing the Job contract service of skilled Mason/ Carpenter/ plumber and helper (un-skilled) with tools and machines etc. to attend day-to-day maintenance and repair/ replacement works, as detailed hereunder: The contractor will attend to the day-to-day complaints works etc. available at CMU office and received work instructions from OIC (CMU)/ Chairman (CMU) and the work executed shall be to the satisfaction of the Competent authority.

# 1. Masonry works: Nature of work/ Knowledge/ Skills and Abilities:

Masonry works: It includes works involving earth, concrete, brick, plastering, punning, painting, centring and shuttering, roof repair, dismantling of structure and disposal of debris etc.

- The Mason should have knowledge of related tools, masonry techniques, equipment and materials. Skill in the construction, alteration, repair, and maintenance of masonry structures and surfaces. As a mason, knowledge in uses bricks, concrete blocks, concrete, and other natural and manmade stones to build walkways, walls, fences, and several other masonry structures.
- A mason worker refers to a skilled and experienced tradesperson who possesses the capability to work without supervision and is also capable of providing supervision to the Helper/ lessskilled/ un-skilled workers.
- Fabricates, alters, repairs, and maintains walls, sidewalks, street curbs, floors, bathroom showers, sink counters, partitions, manholes, and other related structures or surfaces etc.

cutting, shaping and dressing materials. Lifting, carrying and placing of prepared blocks.

- Reading and following technical drawings.
- Mixing cement and mortar using hoes, cement-mixing equipment, and/or hand tools. Cuts or breaks bricks and concrete using hammers, powered abrasive saws, paving breakers, drills, and/or hand tools.
- Erection of solid brick masonry using individual bricks set in mortar. "Light masonry", consisting of two parallel face walls each one-suspended scaffolding, as well as building scaffolding.
- Mason works include texturing and polishing blocks of stone, installing dressed stone and restoring old and damaged works.
- Any other work not covered but related to masonry works.

# 2. Carpentry work: Nature of work/ Knowledge/ Skills and Abilities

Carpentry works it includes: - Repair/ making/ replacing/ painting of wooden/ Aluminum/ plastic items such as doors, windows, frames, glass panels/ fibber etc.

- The carpenter should have Knowledge of Measuring, marking up, cutting, shaping, fitting and finishing timber.
- Using a range of hand and power tools.
- Installing floor joists, floorboards, roof trusses and wall partitions.
- Fitting interiors such as staircases, doors, skirting boards, cupboards and kitchens.
- Putting up frames for bridges, roads, dams and buildings.
- Drawing and working with technical drawings.
- Gaining knowledge of different types of wood and their uses.
- Repair replacement installation of door and window knobs, handles, safety locks, hinges and providing screws, nails etc.
- Levelling of doors and window surfaces to ensure proper functioning of doors, windows ventilators etc.
- Wooden/ Aluminum repair works in the residential quarters/ Office building etc. including associated plaster masonry work, if any.
- Fixing and replacement of glass panes to windows ventilators of different sizes at all places including fixing of putty to existing glass panes of windows (wooden/ Aluminum structures).
- Any other work not covered above but related to carpentry.

# 3. Plumbing work: Nature of work/ Knowledge/ Skills and Abilities

- It consists of Repair-maintenance/ replacement of drinking/ sewerage pipe lines, water tanks and total maintenance including repairs with good workmanship for complete upkeep of all water supply lines and plumbing as well as periodical cleaning of water storage tanks and sumps also to attend day-to-day pluming maintenance works in residential/ Non-residential building/ other area as detailed hereunder:
- Providing the service of skilled plumber with helper as per requirement for repairing/ replacement of Taps and accessories fixed in latrines bathroom, kitchens/ common areas.
- Cistern and accessories. W. C. Toilet seat and accessories. Washbasin and accessories.
- Overhead tanks related accessories like Ball cock, Float valve etc.
- Connecting plumbing lines, piping work repairing/ replacing necessary standard materials and Miscellaneous items in bathroom like showers, mirrors, towel rods etc.
- Contractor will also attend to sanitary works, roof drainage which includes repair/ replacement

of pipes/ taps of toilets, floors, rain water pipes etc. to remove dampness etc. arising subsequently. No extra charge will be paid for breaking and remarking floors, walls and other masonry works related with sanitary maintenance repairs.

- Services provided shall include removal of chokes from drainage lines/ water supply lines, gulley traps, nahani traps, manhole, kitchen sinks, wash basins, urinals and wcs.
- Any other work not covered above but related to Plumbing & Sanitary maintenance.

### **Other works**

quantity

capacity (gallon/ liter)

- Periodical Cleaning of overhead water Reservoirs/ tanks as given here under
  - SI. No. Water reservoirs/ water tanks

01.	Tower type overhead water reservoirs	03	25000	
02.	Water tanks on roof of buildings	96	300	
		38	500	
		16	1000	
		15	2000	
		01	5000	
	Total	169		
<b>^</b>				

# Scope of the Work:-

- Drain out of water by frequent stirring.
- Tank inner surface sprayed with bleaching powder and chlorine.
- Scrubbing with brush.
- Washing with plain water followed by Potassium Permanganate solution.
- Excess water wiped out by sponge.

Since this work is very much essential for hygienic point of view above 169 water tanks shall be cleaned twice in a year in each six months' interval.

# NB: The Financial Bid (BOQ) should be submitted on-line in the "BOQ format of Excel file" only as available in the Tender Notice in CPP Portal (<u>http://eprocure.gov.in</u>).

#### **INSTRUCTIONS TO BIDDERS**

- 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 CPP portal must contain the scanned copy of all requisite documents called for in the tender. Both bids (Technical and Financial) are to be uploaded on CPP (www.eprocure.gov.in/eprocure/app). Special instructions to the Bidders for the e-submission of the online through this e-Procurement Portal can be downloaded from CPP bids (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, duly signed with Rubber Stamp by the Bidder/Authorized signatory on each page. All required supportive documents towards eligibility and experience criteria as mentioned in Annexure IV should be uploaded/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 and signed with Rubber Stamp by the Bidder in the prescribed formats i.e. **Annexure VIII.**
- 3) No conditional Bid will be accepted.
- 4) The tender must be in the prescribed formats only and shall be accompanied with all other necessary/ relevant documents. The consolidated monthly amount to be charged has to be indicated in Indian Rupees both in words and figures (in the prescribed Performa of Financial Bid) and there should not be any correction or overtyping/writing etc. The offers with any corrections/deviation in prices either in words/figures shall summarily be rejected. The conditional offer (s) shall, in no case, be accepted.
- 5) The contract shall be awarded to a single Firm/Agency 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 and experience of similar nature as well as reasonability of rates/contract value quoted by the Bidder.
- 6) The Financial bid will be opened only for those Bidders who will be technically qualified in the Technical Bid. The past performance of the Bidders with user Departments will be important criterion in evaluating the Technical Bid. The Director, ICAR-RRI reserves the right to reject all or any of the quotations/bids, and decision of the Director, ICAR-NRRI in the matter shall be final and binding.
- 7) The successful Bidder shall have to deposit **3%** of the total annual value of the contract amount (calculated annually) as Performance Security / Security Deposit within the time frame indicated by ICAR-NRRI.
- 8) The tendering Firm/Agency has to carefully assess the Scope of Work with specific reference to the inside and outside premises of the building and understand the details of the infrastructure / facilities requisitioned. The Bidders may, in their own interest, inspect the site i.e. inside the NRRI Campus at ICAR-NRRI, Cuttack where the services are to be provided. For any clarification (s) as to the tender/scope of works or inspection of the premises, the prospective Bidders may contact the **Chairman, CDC / Incharge, CMU, ICAR-NRRI, Cuttack-753006** with prior appointment on any working day between 10. 00 AM to 5.00 PM.
- 9) No interest on Performance Security / Security Deposit shall be paid by ICAR-NRRI to the Bidders.
- 10) The Firm/Agency (s) are being permitted to submit their tenders in consideration of the stipulations on their part and after submitting tenders, they will not rescind from their offer or modify the terms and conditions thereof. 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 termination of the contract for any breach of contract or for any deficiency in the performance noticed during the period of the contract.
- 11) The Bidders are liable to be ignored/rejected, if complete information as required are not given therein or if the particulars asked for in the schedule to the tender is not fully filled in. Person signing the tender or other documents must ensure that he is an authorized person on behalf of the Firm/Agency to do so. The person signing the tender form or any other documents forming part of the contract on behalf of Firm/Agency shall be deemed to warranty that he has the authority to bind such offer and if, on enquiry it appears that the person so signing had no authority to do so, 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 schedule to the tender and annexures, if any, should be signed by the Bidder / Authorized signatory.

- 12) Acceptance by the 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 letter etc. should be acted upon immediately.
- 13) Details of essential documents required for Technical evaluation of Bids are provided in **Annexure IV.**
- 14) The contract shall normally be 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 period of contract or any other contractual dispute, **the contract can be terminated 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, to whom the contract is awarded.
- 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, 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 rates quoted by the Firm/Agency 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 and approved by ICAR-NRRI shall be fixed for the period / extended period of the contract as well as extended period of the contract as well as extended period of contract.
- 18) It is the obligation of the Firm/Agency to follow the Minimum Wages issued by the appropriate Government under Minimum Wages Act, 1948. ICAR-NRRI shall have no liability, financial or otherwise, for any harm/damage/injury caused to the Services/machinery deployed by the Firm/Agency in the course of performing works 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 responsible for payment of Wages, EPF and ESI and liability under Employees Compensation Act etc. directly to all the workers/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 manpower in the matter of wages or any service conditions, the same will be settled amongst the Firm/Agency and the workers/services engaged by it themselves. ICAR-NRRI in no case shall be a party to such dispute (s).
- 20) It shall be the responsibility of the Firm/Agency to comply with all the provisions of Acts, statutory obligations and Government instructions. If any statutory provision of any statute is violated in general concerning the work force/services deployed and in regard to welfare of the services engaged for the work in particulars, then the Performance Security/Security Deposit will be confiscated and the 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 personnel's to ICAR-NRRI within fifteen days of award of contract and ICAR-NRRI will get them verified from the police authorities. The Firm/Agency will provide Name Address, Telephone No & Photographs of its services deployed at ICAR-NRRI to the Assistant Administrative Officer, Technical Section, ICAR-NRRI, Cuttack.
- 22) That no right, much or less a legal right shall vest in the Firm/Agency or its services to claim/have employment or otherwise seek absorption in ICAR-NRRI nor the Firm/Agency services 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 services will remain the employees of the Firm/Agency and will be the sole responsibility

of the Firm/Agency to make it clear to their services before deputing to work at ICAR-NRRI. There is no Master and Servant relationship between the employees/services of the service provider and ICAR-NRRI and further that the said personnel/services of the service provider shall not claim for any employment or absorption in ICAR-NRRI by virtue of their engagement for this work.

- 23) The service provider's personnel/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 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 or disclose to any person any details of office, operation process, technical know-how, security arrangements, administrative and organizational matters as all of these are confidential in nature.
- 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 be good sound health and within the age group of 18 to 58 years.
- 26) The service provider shall replace immediately any of its personnel/services, if not acceptable to 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 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 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 or its staff or otherwise any harm done to ICAR-NRRI, its properties, designated officials or other employees, the Firm/Agency shall be liable to make good the losses or pay compensation, refund expenditure on legal/judicial proceeding as well as pay penalty which the Director, ICAR-NRRI, Cuttack may deem fit.
- 28) The Firm/Agency shall be responsible for making timely payment of due wages to the services deployed by them by depositing EPF with EPFO through ECR and ESI contribution. A copy of ESI Challan and ECR indicating name of the personnel/services deployed at ICAR-NRRI with the EPF contribution should be submitted by the Firm/Agency to ICAR-NRRI, as proof. If any complaint received with regard to these matters, the action will be taken against the Firm/Agency and the concerned authorities will be asked to take legal action against the Firm/Agency. ICAR-NRRI will not at all be liable for such disputes.
- 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 engaged or deployed personnel/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, during execution of work.

#### 30) SAFETY OF THE WORKERS

The Firm/Agency shall be responsible for all injury and accident to persons/services deployed 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.

The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of workers employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with following regulations in connection therewith The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

(a) When work is carried on in proximity to any place where there is risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for prompt rescue of any person in danger

(b) Adequate provisions shall be made for first aid treatment of all injuries likely to be sustained during the course of work.

- 31) In the event of any loss being occasioned to ICAR-NRRI on account of the negligence of the duty by the Firm/Agency's personnel/services, the Firm/Agency shall make good the loss sustained to ICAR-NRRI either by replacement or on payment of adequate compensation.
- 32) The Firm/Agency 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 Firm/Agency will be taken as breach of Contract and resultantly the 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 charge claim in the tender by the Firm/Agency.
- 34) Whenever applicable/required, the Firm/Agency/Contractor shall provide the service (s) 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.
- 35) 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 Firm/Agency.
- 36) The Bidder/Firm/Agency may opt for partly mechanized work 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.
- 37) The services/manpower i.e. High-skilled / Skilled / Semi-skilled / Unskilled deployed by the Firm / Agency should meet the minimum eligibility standards in lieu of minimum wages paid to them as prescribed by the Govt. of India, Ministry of Labour & Employment / Chief Labour Commissioner (Central) from time to time.
- 38) 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.
- 39) ICAR-NRRI reserves the right to ask and required the Firm/Agency to remove any services deployed by them without assigning any reason/notice thereof.
- 40) The Firm/Agency shall be responsible for the good conduct and behavior of its services. If any services of the Firm/Agency is found misbehaving with ICAR-NRRI staff or other staff of Agencies working at ICAR-NRRI Campus, 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 ICAR-NRRI.
- 41) Any dispute arising out of and in relation to this contract/agreement shall be referred to the Director, ICAR-NRRI and his decision will be binding on the Firm/Agency.
- 42) The duration of the contract shall be initially for one year and extendable up to maximum two more years on same terms & conditions, if the performance of the Firm/Agency is found satisfactory. The contract can be terminated even earlier by giving two months prior notice by ICAR-NRRI in writing on account of any of the following reasons:
  - (i) On account of unsatisfactory performance
  - (ii) Breach of contract clauses(s)
  - (iii) Persistently neglecting to carry out his obligations under the contract
- 43) The Firm/Agency shall have no claim of compensation for any loss sustained by them by reasons of having deployed personnel/services or purchased machines and material for the work.
- 44) All the fuel, consumables, repair and maintenance etc. required for carrying out the work shall be arranged by the Firm/Agency itself and no extra payment on this account shall be made to the Firm/Agency.
- 45) Documentary proof towards payment of EPF & ESI of the concerned services deployed by the Firm/Agency at ICAR-NRRI should be submitted on every six months for verification. Non-compliance will lead to break in further payments.

#### Senior Administrative Officer For on behalf of the Director

# Tender for Providing Job/Work/Service contract for "Day to day Civil Maintenance work of Non-Residential and Residential Buildings at NRRI Campus", ICAR-NRRI, Cuttack

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

То

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 **Providing Job/Work/Service contract for "Day to day Civil Maintenance work of Non-Residential and Residential Buildings at NRRI Campus", ICAR-NRRI, Cuttack** and agree to provide the services as details in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till <u>90 days</u>. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

- 2) I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
- 3) The following pages have been added to and form a part of this Tender for the contract for Providing Job/Work/Service contract for "Day to day Civil Maintenance work of Non-Residential and Residential Buildings at NRRI Campus", ICAR-NRRI, Cuttack. 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 & Seal of the Bidder

Telephone No. (Office):

Telephone No. (Resi.):

Mobile No.:

Signature of Witness:

Name:

Address:

Occupation:

### CHECK LIST FOR TECHNICAL BID EVALUATION

SI.	Description of Documents (to be uploaded)	Upload the	Page No. of
No.		scanned copy	enclosures
a.	Registration certificate of the Firm/Agency under the work contract of the Central Govt. /State govt.	Pdf	
b.	Minimum turnover of the Firm/Agency not less than <b>Rs.20.00 Lakh</b> ( <b>Rupees Twenty Lakhs only</b> ) during the last financial year.	Pdf	
с.	Minimum Last three years continuous experience of the Firm/Agency in the field of providing such Job/Work/Services preferably in Central Govt. establishments / Autonomous bodies of Govt. of India / Corporations of Govt. of India / Reputed Public or Private Organizations provide the details in enclosed tabular form. ( <b>Please see Annexure-VI</b> ).	Pdf	
d.	Certified Balance sheet of the Firm/Agency for last year of the service contract by the chartered accountant.	Pdf	
e.	Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years.	Pdf	
f.	Employee EPF registration certificate issued by Central / State Govt.	Pdf	
g.	Employee ESI registration certificate issued by Central / State Govt.	Pdf	
h.	The Firm/Agency must have a valid registration certificate under Contract Labour (Regulation and Abolition) Act. 1970 issued by Central/ State Govt. The Contractor shall obtain the Labour License under this Act.	Pdf	
i.	Numbers of staff/supervisors registered under ESI & EPF separately. Minimum 50 nos. (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of vouchers towards payment of ESI and EPF should be submitted / uploaded	Pdf	
j.	Good & Service Tax registration certificate issued by Govt. etc.	Pdf	

#### Note:

- 1. ICAR-NRRI will pay the bill inclusive GST and the Firm/Agency will deposit the same in the concerned department and furnish proof of deposit to ICAR-NRRI every month.
- 2. Photocopies of all necessary documents duly self-attested must be attached/uploaded for the purpose of Technical Evaluation.
- 3. The Firm/Agency will have to make payment for 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 that qualify the Technical Bid shall be considered for opening of Financial Bid.

#### SIGNATURE OF THE BIDDER WITH SEAL

# **SCHEDULE-II**

# **SCHEDULE TO TENDERS:**

a)	Name of the Firm/Agency	:
b)	Full address with Post Box No. e-mail and Telephone No. if any.	:
c)	Constitution of the Firm/Agency(Attached copy) Indian Companies Act,1956, Indian Partnership Act.1932 (please give names of partners) Any other Act, if not the owners	:
d)	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/Agency authorizing the partner who has signed the Tender to refer dispute condemning business of the partnership to arbitration?	:
	(ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partners.	:
e)	Name and full Address of your Bankers	:
f)	Your permanent Income Tax No/Circle/Ward	:
g)	Any other relevant information	:

Date:

Place:

AUTHORISED SIGNATORY

#### (CERTIFICATE TO BE GIVEN ON LETER HEAD OF THE FIRM/AGNCY AS PART OF TECHNICAL BID)

То

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 of the contract for **Providing Job/Work/Service contract for "Day to day Civil Maintenance work of Non-Residential and Residential Buildings at NRRI Campus"**, **ICAR-NRRI**, **Cuttack & its premises.** 

- 1. I/ We have understood the total quantum of work by going through the tender document and/by visiting the campuses (both at 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.
- 2. I/We have hereby agreed to the Terms and Conditions of the Contract as detailed in the tender document and if given an opportunity to provide services, then agrees to execute an agreement as per prescribed Proforma given in **Annexure VII.**
- 3. I/We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
- 4. I/We undertake that there are not any legal suit/criminal case pending against our Firm/Agency for violation of Minimum wages Act or other laws. And there is no criminal/legal suit pending or contemplated against us.
- 5. I/We are not blacklisted by any Government organization in the field of providing job/work/service contract for **"Day to day Civil Maintenance work of Non-Residential and Residential Buildings" etc.**
- 6. We also understand that the contract is liable to be cancelled, if found to be obtained through fraudulent means or by concealment of information/facts.

This offer is made to be valid for acceptance by ICAR-NRRI within **90 days** from the date of opening of the Technical Bid.

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

### **ANNEXURE-VI**

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

# **Details of the Minimum 03 years experience/work done:**

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

#### DRAFT SPECIMEN AGREEMENT

[As per Rule 145 of GFR]

# Providing Job/Work/Service contract for "Day to day Civil Maintenance work of Non-Residential and Residential Buildings at NRRI Campus", ICAR-NRRI, Cuttack.

This agreement in made at CUTTACK on (Date.....), 2020 between the Director, ICAR-NRRI, Cuttack-753006 (Odisha) which terms shall include its successors, assignees etc. on the first part (hereinafter called ICAR-NRRI) and (name &address of the Firm/Agency), (hereinafter called 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 for **Providing Job/ Work/** Service contract for "Day to day Civil Maintenance work of Non-Residential and Residential Buildings at NRRI Campus", ICAR-NRRI, Cuttack.

#### NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. That his 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 months' notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed upon.
- 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, subject to satisfactory performance of the Firm/Agency and its willingness to continue on mutually agreed terms. The Firm/Agency shall be responsible for **Providing Job/ Work/ Service contract for "Day to day Civil Maintenance work of Non-Residential and Residential Buildings at NRRI Campus", ICAR-NRRI, Cuttack** That the firm will provide full particulars of every service deployed by it for providing the services.
- 3. That all services deployed at ICAR-NRRI premises shall all times and for all purpose be deemed to be the employee of the Firm/Agency and ICAR-NRRI shall have no liability on this account in any manner.
- 4. That the Firm/Agency shall ensure that all service 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.
- 5. That the Director, ICAR-NRRI, Cuttack or duly authorized officer on his behalf shall have the right to ask for the removal from ICAR-NRRI, Cuttack-6 any services deployed considered by the Council/ICAR-NRRI to be incompetent, disorderly or any other reason and such service deployed shall not again be deployed without the consent of ICAR-NRRI.
- 6. That the service 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. The rates quoted by the Firm/Agency and approved by ICAR-NRRI 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) only on receipt of written request from the Firm/Agency for revision of rates. But the Service Charges quoted by the Firm/Agency 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.

- 9. 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 charges claim in the tender by the Firm/Agency.
- 10. That the Firm/Agency shall be responsible for making timely payment of due wages to the services deployed i.e. depositing of EPF with EPF through ECR and ESI contribution. Any complaint is received with regard to these matters, the action will be taken against the Firm/Agency and concerned authorities will be asked to take legal action against the Firm/Agency.
- 11. That the Firm/Agency will raise the bill on 1<sup>st</sup> working day of every month and the payment released by the ICAR-NRRI through ECS system subject to satisfactory performance of contracted job/work/services.
- 12. 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.
- 13. That in case of dispute between the parties, the matter shall be referred to 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.
- 14. That in case the Firm/Agency fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Director, ICAR-NRRI shall have power to terminate the contract.
- 15. That the Firm/Agency agrees to discharge all their legal obligations in respect of their services deployed i.e. in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. Viz obligations under Contract Labour (Regulation & Abolition) Act. 1970, Workmen's Compensation Act, E.P.F. & M.P. Act, and ESI Act etc. The Firm/Agency agrees to indemnify and keep indemnified ICAR-NRRI on account of any failure to comply with the obligations under various laws or damage to ICAR-NRRI Campus due to acts/omissions of Firm/Agency. Minimum wages should be paid to the services deployed by the Firm/Agency at the rate fixed by 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 in 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 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 ICAR-NRRI against any claim that it may have to meet towards the services of the Firm/Agency. The Firm/Agency services deployed at ICAR-NRRI shall have no claim to absorption/regularization and financial benefits etc. that are admissible to regular employees in the office 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, the full damages will be recovered from the Firm/Agency.
- 18. That the Firm/Agency shall not transfer its right of work or sub-contract to anyone else.
- 19. That the Firm/Agency or its services deployed at ICAR-NRRI shall not misuse the premises for any purpose other than for which contract is awarded.

- 20. 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 services deployed at ICAR-NRRI will have to be replaced immediately.
- 21. That in case of any accident/loss of life of the services deployed by the Firm/Agency occurred during discharging duties, if any compensation is awarded, the same shall be borne by the Firm/Agency.
- 22. That the Firm/Agency shall provide a coordinator for immediate interaction with ICAR-NRRI.
- 23. That the terms and conditions as stipulated in the tender document shall be part of this agreement.
- 24. **Liquidated Damage Clauses:** That the Firm/Agency shall be responsible for the faithful compliance of the work awarded in the Work order. Any breach or failure to perform the same may result in termination of the work order and forfeiture of the Security Deposit. Whenever and wherever it is found that the work is not up to the mark in any point, it will be brought to the notice of the Firm/Agency by ICAR-NRRI and if no action is taken or no progress noticed within stipulated time, liquidated damage clause will be invoked. An amount of **Rs. 5,000/** will be deducted from its monthly bill as liquidated damage.

That the decision of the Director, ICAR-NRRI, Cuttack-6 shall be final and binding on the Firm/Agency in respect of any clause covered or not covered under this contract and/or any matter incidental to the contract.

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 with Official seal

Signature of Witness 1 :	Signature of Witness 1 :
Name:	Name:
Address:	Address:
Signature of Witness 2 :	Signature of Witness 2 :
Name:	Name:
Address:	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.