

Bid Document

Bid Details	
Bid End Date/Time	21-10-2022 16:00:00
Bid Opening Date/Time	21-10-2022 16:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Agriculture And Farmers Welfare
Department Name	Department Of Agricultural Research And Education (dare)
Organisation Name	Indian Council Of Agricultural Research (icar)
Office Name	National Rice Research Institute
Total Quantity	5
Item Category	Providing Allied office, field, laboratory, Guest House Attendant Services, Kitchen Service, EPABX Operator Services at NRRI, Cuttack including Krishi Vigyan Kendra, Santhpur, NRRI, Cuttack-6
BOQ Title	Manpower Services
Minimum Average Annual Turnover of the bidder (For 3 Years)	40 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Primary product category	Providing Allied office, field, laboratory, Guest House Attendant Services, Kitchen Service, EPABX Operator Services at NRRI, Cuttack including Krishi Vigyan Kendra, Santhpur, NRRI, Cuttack-6
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	7000000
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	12

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

ICAR-NRRI, CUTTACK
National Rice Research Institute, Bidyadharpur, 753006
(Director)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case

Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Providing Allied Office, Field, Laboratory, Guest House Attendant Services, Kitchen Service, EPABX Operator Services At NRRI, Cuttack Including Krishi Vigyan Kendra, Santhpur, NRRI, Cuttack-6

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sanjay Kumar Jena	753006,National Rice Research Institute, Bidyadharpur, Cuttack	1	180

Providing Allied Office, Field, Laboratory, Guest House Attendant Services, Kitchen Service, EPABX Operator Services At NRRI, Cuttack Including Krishi Vigyan Kendra, Santhpur, NRRI, Cuttack-6

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

4. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

5. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the

bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---



भाकृअनुप-राष्ट्रीयचावलअनुसंधानसंस्थान, 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: directorrricutack@gmail.com / director.nrri@icar.gov.in / rrictc@nic.in
An ISO 9001:2015 Certified Institute



BID DOCUMENT (Two Bid System)

NAME OF WORK: Tender for Job/work contract for “**Providing Allied office/field/laboratory/Guest House Attendant Support Service/Kitchen Service/Telephone Maintenance Services**” at NRRI, Cuttack.

Tender Enquiry No: ____/Outsourcing/Tech./2022

Tender published at Website:

<https://gem.gov.in/>

<http://icar-nrri.in>

**GeM Portal Toll Free Numbers (Inbound): Call
1800419-3436 / 1800-102-3436**

HelpDesk Outbound No's : +911244875125 & +917556685120



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 2367777
 E- mail: directorrricuttack@gmail.com /
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E-TENDER NOTICE

Sub: Tender for Providing Job/Work/Service contract for Providing Allied office/field/ laboratory/Guest House Attendant Services/Kitchen Service/Telephone Maintenance Services" at NRRI, Cuttack including Krishi Vigyan Kendra, Santhpur, NRRI, Cuttack-6

1. The Director ICAR-National Rice Research Institute (NRRI) invites online **OPEN TENDER IN TWO BID SYSTEM** through e-tendering method from reputed firms with adequate experience and financial capability for **Providing Job/work/Service contract for "Providing Allied office/field/ laboratory/Guest House Attendant Services/Kitchen Service/Telephone Maintenance Services" at NRRI, Cuttack including Krishi Vigyan Kendra, Santhpur, NRRI, Cuttack-6**. Eligible firms may submit tenders/bids online on GeM Portal <https://gem.gov.in/>. Tenderers are required to submit all documents online before tender closing date. Details can be obtained for www.icar-nrri.in .
2. The tender form/bid documents may be downloaded from the <https://gem.gov.in/> and our website www.icar-nrri.in. Online submission of Bids through GeM <https://gem.gov.in/> 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 GeM portal for any reason whatsoever. Hence vendors are advised to register in the GeM website <https://gem.gov.in/>.
4. Any Corrigendum about extension of date in respect of the above tender shall be issued on our website www.icar-nrri.in and/or <https://gem.gov.in/> website 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- 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.
6. Estimated cost is **Rs. 70.00 lakh** approximate per annum

7. 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 Invitation of Tender are as per the following details:

a.	E-tenders in 2 bid system and preference to Make in India	ANNEXURE-I
b.	Location and Scope of work	ANNEXURE-II
c.	Terms & Conditions	ANNEXURE-III
d.	Special Terms and Conditions of the contract	ANNEXURE-IV
e.	Details of the Agency/firm/contractor	ANNEXURE-V
f.	Schedule to Tender	ANNEXURE-VI
g.	Certificate for Non-Blacklisting	ANNEXURE-VII
h.	Check List for Evaluation of Technical Bid	ANNEXURE-VIII
i.	Technical Bid Undertaking	ANNEXURE-IX
j.	Tender acceptance letter	ANNEXURE-X
k.	Format of Certificate for Tenders for Works under Rule 144(xii) in the General Financial Rules (GFRs), 2017	ANNEXURE-XI
l.	Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to make in India) dated 16.09.2020	ANNEXURE-XII
m.	Bid Securing Declaration	ANNEXURE - XIII
n.	Draft Specimen Agreement	ANNEXURE -XIV
o.	Financial Bid	ANNEXURE-XV

8. The entire Tender document including all Annexures, except the Financial Bid in **Annexure –XV**, will be part of the Technical Bid which also must contain all requisite documents called for in the tender. Both bids (Technical and Financial) are to be uploaded on GeM Portal <https://gem.gov.in/>. Special instructions to the Contractors / Agency / Bidders for the e-submission of the bids online through this GeM Portal can be downloaded from GeM Portal <https://gem.gov.in/>.

Yours faithfully,

Assistant Administrative Officer,
 Technical Section,
 For on behalf of the Director
 ICAR-National Rice Research Institute,
 Cuttack-753006



भाकृअनुप-राष्ट्रीयचावलअनुसंधानसंस्थान, कटक-753006 (ओडिशा)
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INVITATION TO ONLINE TENDER FOR ANNUAL RATE CONTRACT FOR ENGAGEMENT OF AGENCY FOR PROVIDING ALLIED OFFICE/ FIELD/ LABORATORY/ GUEST HOUSE ATTENDANT SERVICES/ KITCHEN SERVICE/ TELEPHONE MAINTENANCE SERVICES AT THE FOLLOWING PLACES:

I.C.A.R-National Rice Research Institute, located at NRRI, Cuttack and KrishiVigyan Kendra, located at Santhapur, Cuttack.

CRITICAL DATA SHEET (SECTION)

Tender Number	___/Outsourcing/Tech. /2022
Description of work	Tender for Providing Job/Work/Service contract for "Providing Allied office / field/ laboratory/ Guest House Attendant Services/ Kitchen Service/ Telephone Maintenance Services" at NRRI, Cuttack including Krishi Vigyan Kendra, Santhpur, NRRI, Cuttack-6
Type of Tender	Two Bid system
EMD	3% of the estimated value shall be deposited towards EMD in shape of Demand Draft in favour of the Director, ICAR-NRRI, Cuttack-6 payable only at the State Bank of India, Nayabazar, Cuttack-753004, A/c. No.- 10329386033 , IFS- SBIN0002094, MICR No. 753002016. The Original DD shall be submitted to Assistant Administrative Officer (Technical Section) at NRRI, Cuttack before Bid end date/time. But Bid Security Declaration must be submitted in the letterhead of the bidders for accepting the clause that the bidder will be suspended from participation in bidding process for One Year from the date of opening if they withdraw or modify their bids during the period of validity etc.
Performance Security / Security Deposit (To be deposited by the Agency on receipt of Work Order)	3% 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-6 payable only at the State Bank of India, Nayabazar, Cuttack-753004, A/c. No.- 10329386033 , IFS- SBIN0002094, MICR No. 753002016. The Original DD shall be submitted to Assistant Administrative Officer (Technical Section) at NRRI, Cuttack before Bid end date/time.

NOTE:

1. The ICAR -National Rice Research Institute, Cuttack - 753006, Odisha, India may at its discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.
2. If the date up to which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance till the next working day.
3. Any changes/corrigendum /extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.

Assistant Administrative Officer
 Technical Section,
 ICAR-NRRI, Cuttack

Annexure-I

SUBJECT: TENDER FOR “JOB/SERVICE CONTRACT FOR PROVIDING ALLIED OFFICE/ FIELD/ LABORATORY/ GUEST HOUSE ATTENDANT SERVICES/ KITCHEN SERVICE/ TELEPHONE MAINTENANCE SERVICES AT PLACES AS PER ANNEXURE-II.

FROM:

**The Assistant Administrative Officer,
Technical Section.
ICAR-NRRI, Cuttack
Pin- 753006**

Dear Sir (s),

E-tenders (in two bid system) are hereby invited on behalf of the Director, ICAR- National Rice Research Institute Cuttack, for “Job/ Service Contract on outsourcing basis for **“Providing Allied office / field/ laboratory/ Guest House Attendant Services/ Kitchen Service/ Telephone Maintenance Services”** at NRRI, Cuttack including **Krishi Vigyan Kendra, Santhpur, NRRI, Cuttack-6** at places as per **Annexure-II**. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tender forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

1. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tender, he will not resale from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulation. It reserves the right without assigning any reason the tender may be rejected.
2. The Schedules of the tenders form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the Tender form. If any modification of the schedule is considered necessary, it should be communicated by means of a separate letter along with the tenders. Overwriting/ erasing in rates to be quoted by the tenderer will not be allowed; otherwise the tenders may be rejected.
3. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of
 - a. A sole proprietor of the firm or constituted attorney of such sole propriety or
 - b. A partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or
 - c. Constituted attorney of the firm if it is a company.
4. **If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn/stands cancelled without any notice.**
5. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Institute shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
6. First, Technical bids will be opened and after evaluation of Technical bids in accordance with the qualifying criteria points as indicated in checklist, a list of firms qualified in Technical bids will be prepared and the date of opening of Financial bids will be intimated by mail/fax/phone or as generated in e-procurement portal. The Financial bids will be opened on the prescribed date and time in presence of the bidders who qualified in Technical bids; and only those firms will be considered for financial bid who will qualify in the Technical bid.
7. The service charges should be quoted by each firm for **Providing Allied office / field/ laboratory/ Guest House Attendant Services/ Kitchen Service/ Telephone Maintenance Services”** at NRRI, Cuttack including **Krishi Vigyan Kendra, Santhpur, NRRI, Cuttack-6.**
8. “Job/work contract for Providing Allied office/ field/ laboratory/ Guest House Attendant Services/ Kitchen Service/ Telephone Maintenance Services” at NRRI, Cuttack including **Krishi Vigyan Kendra, Santhpur, NRRI, Cuttack-6** at

places as per Annexure-II in financial BOQ only, failing which the same is liable to be rejected.

9. The Institute is not bound to accept the lowest or any other tenders and also reserves to itself the right of accepting the tenders in whole or in part.
10. **Security Deposit:** The following security deposit as against each for the contract is to be deposited by the selected agency/successful tenderer only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited and the award cancelled.

Sl. No.	Location for providing services	Performance Security to be deposited if selected in (Rs.) Demand Draft etc.
1	ICAR-NRRI	3% 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)

11. No interest on security deposit and earnest money deposit shall be paid by the ICAR-NRRI to the tenderer. The security deposit will be refunded on expiry of the contract the dues if any not settled by the agency will be recovered from the security deposit.
12. The Income taxes or any other tax which is as per the rules of the Government shall be deducted at source from monthly bills of the successful tenderer, as per the rules/ instructions made applicable from time to time by Government.
13. DIRECTOR, ICAR-NRRI, Cuttack reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR-NRRI, for any justifiable reasons, not mandatory to be communicated to the tenderer. The ICAR-NRRI does not pledge its self to accept the lowest or any other tenders and also reserve to its self the right of accepting the tenders in whole or in part of the tenders .
14. Tender Condition regarding Public Procurement (Preference to Make in India) Order and Restrictions under Rule 144(xi) of General Financial Rules 2017

(A) The following clauses are to be treated as part of Instructions to Tenderers.

- (i) The Provisions contained in Public Procurement (Preference to Make in India) Order, 2017 as amended by OM No. P-45021/2/2017-PP (BE-II) date 16.09.2020, further as amended from time to time if any, shall be applicable for this tender.
- (ii) The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
- (iii) The minimum local content for Class-I and Class-II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item.
- (iv) Verification of local content:
- (a) **For procurement value upto Rs. 10 crores:** The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide self-certification (as per format enclosed) that the item offered meets the local content requirement for Class-I local supplier/Class-II local supplier as the case may be. They shall also give details of the locations(s) at which the local value addition is made.
- (b) **For procurement value above Rs. 10 Crores:** The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Tenderers shall submit Declaration as per XVI in their technical bid.

(B) Restrictions under Rule 144(xi) of General Financial Rules 2017 [Order Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/18/2019-PPD, dt 23.7.2020] and amendments/clarifications issued subsequently by DOE.

- (i) The provisions contained in Order (Public Procurement No.1) of DOE Public Procurement Division, No. F.No.6/18/2019-PPD, dt. 23.7.2020 and as amended/clarified from time to time, shall be applicable to this tender.
- (ii) The following clauses are to be treated as part of Instructions to Tenderers.
- I. Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent authority specified in Annex-I of Order (Public Procurement No.I) Dated 23.07.2020.

II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in procurement process.

III. “Bidder from a country which shares a land border with India” for the purpose of this order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owners for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- (a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- (b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property of capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [To be inserted in tenders for works contracts, including turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this order)

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.”

Model Certificate for Tenders

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Model Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor

from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.[where applicable, evidence of valid registration by the Competent Authority shall be attached]

Model Certificate for GeM.

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM [where applicable, evidence of valid registration by the Competent Authority shall be attached].

Tenderers shall submit Declaration as per Annexure -XV in their technical bid.

15. Decision of DIRECTOR, ICAR-NRRI shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his/her level by mutual consultation and in case failure of the settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-NRRI. The decision of the sole arbitrator so appointed shall be final and binding on the parties. The arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996. The seat of Arbitration will be Cuttack and language will be English. Laws of India will be applicable.
16. Acceptance of Tender by the ICAR-NRRI will be communicated by e-mail/FAX/Speed post or any other form of communication. Formal letter of acceptance and work order of the tender will be forwarded as soon as possible, but the earlier instructions in the e-mail/ FAX/ Speed post etc., should be acted upon immediately. If the tenderer does not accept the offer after issue of letter of award of contract by ICAR-NRRI within the offer made shall be withdrawn and bid security will be forfeited.

17. QUALIFICATION CRITERIA:-

a. The firm should be registered under the <i>Shop and Establishment Act</i> possesses valid Registration certificate, as on the date submission of bids and valid for the entire duration of the bid validity period, relevant to the work mentioned in the tender document.
b. The firm should have valid EPF & ESI registration certificates issued by govt. and should have Minimum 50 nos.(Staff / Supervisors) with ESI & EPF enrolment.
c. The contractor/agency must have a registration with LIN number under the Contract Labour (Regulation and Abolition) Act, 1970.
d. The firm should have valid GST Registration certificate & PAN number.
e. Minimum turnover of the firm should be not less than Rs.40.00 lakhs (Rupees Forty lakhs) during any one financial years in the last three years i.e. (2018 -19 or 2019 - 20 or 2020-21).
f. The firm should have solvency capacity of Rs. 40.00 Lakhs from Bank
g. Minimum three years' of experience in the field of providing such services as per the tender in Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organizations', etc.
h. The firm should not have been blacklisted by any Government Department/ Government Educational Institutions/ Research Institutes during the last three years.

18. A. Technical Evaluation:

Evaluation by scoring on technical qualification:

1. The agency should acquire minimum prescribed qualifying score in technical evaluation parameters as indicated in each category individually, with an overall minimum score of 35, to be qualified for opening of financial bid. Only those bidders who submit all requisite documents as per this tender and secure minimum score of **35 in the technical qualification on parameters mentioned below will be declared as qualified for considered financial bids:**

Parameter	Minimum qualifying score
<p>1. Experience of serving in Govt. (Centre/State) Departments/Autonomous Bodies/PSUs/PSES/Bank & Insurance Companies or other equivalent & companies/ organizations of high repute:-</p> <ul style="list-style-type: none"> • Less than 3 years - 0 Marks • 3 years and above & up to 5 years - 15 marks • Exceeding 5 years & up to 10 years - 20 Marks • Exceeding 10 years - 30 Marks 	15 Marks
<p>2. Average turnover of the firm during last three years:-</p> <ul style="list-style-type: none"> • Less than Rs. 40.00 lakhs - 0 Marks • Rs. 40.00 and above & up to 2 crores - 10 marks • Exceeding 2 crore & up to 5 crores - 20 Marks • Exceeding 5 crores - 30 Marks 	10 Marks
<p>3. Total no. of people on their rolls with EPF & ESI</p> <ul style="list-style-type: none"> • Less than 50 - 0 Marks • 50 and above & Up to 150, - 10 Marks • Exceeding 150 & up to 250 - 15 Marks • Exceeding 250 - 30 Marks 	10 Marks

Only the technically found suitable firms would be called / considered for opening the financial bids.

19. The following documents / vouchers are to be MANDATORILY enclosed and uploaded after duly signed along with the tender form as part of the technical bid:

- a) Certificate of Registration of the firm & the license for operating Services as per applicable Rules/ Act.
- b) Minimum annual turnover certificate issued by concerned bank of the firm for not less than **Rs.40.00 lakhs (Rupees Forty lakhs)** during any one of the last three financial yeari.e. **2018-19, 2019-20 and 2020-21**
- c) Copy of at least three work orders along with the details in enclosed tabular form citing **Minimum three years' of experience** in the field of providing such services as per the tender in Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organizations', etc.
- d) Certified copies of Balance Sheet by the Registered Chartered Accountants and Income Tax (IT) returns of the firm for the **latest three financial or assessment yeari.e. 2018-19, 2019-20 and 2020-21** whichever is available with the firm, failing which tender is liable to be rejected. A copy of the PAN card **also** be attached.
- e) Copy of EPF registration certificate issued by concerned authorities.
- f) Copy of ESI registration certificate issued by concerned authorities.
- g) Copy of registration certificate with the Contract Labour(Regulation and Abolition) Act, 1970 along with LIN **otherwise** the contractor shall obtain the labourlicense under this Act within 30 days from the date of issue of the work order.
- h) List of labours registered under ESI & EPF should be enclosed separately. A Minimum of 50 labours of the Agency should be registered under ESI& EPF. A documentary proof of latest vouchers / challans is required to be attached.
- i) Good Service tax (GST)registration certificate issued by central or state Govt. etc.
- j) Solvency certificate for at least Rs.40 lakhs from their **banker**.

- k) Whether the firm has any legal suit/ criminal case pending against it for violation of PF/WCP/ESI, Minimum Wages Act or other law (give details). The firm/ agency must enclose a certificate indicating that there is no criminal/ legal suit pending or contemplated against it & affidavit of non-blacklisting on non-judicial stamp paper of **Rs. 10/- or more.**
- l) The firm has to upload the checklist (**Annexure-VIII**) indicating particulars and reference page number in last column.
- m) The firm has to upload the Certificate for Tenders under Rule 144(xi) in the General Financial Rules (GFRs) 2017 (**Annexure-XI**).
- n) The firm has to be upload the Local Content Declaration & Self-certification as per the Government of India Order towards Public Procurement (Preference to make in India) vide Letter No. P-45021/2/2017-PP (BE-II), (revised) Dated 16.09.2020 on non-judicial stamp paper of **Rs. 100/- (Annexure-XII)**.
- o) As per current Government orders, in lieu of bid security, bidders must furnish Bid Securing Declaration (BSD) as 'Form7: A self-attested scan of the Original Form7 should be uploaded along with bids. Bids not complying with these provisions shall be rejected (**Annexure-XIII**).

A. Financial Evaluation:

20. The Firm has to quote only the Service Charges per point per month in Rupees to be levied by them for providing the services in the financial bid part and upload it separately. Bidders quoting any amount less than the recommended minimum service charge i.e. Rs. 600/- (including charges of tools and machinery) per point per month will not be considered and will be rejected. For financial evaluation the criteria will be based on the L-1 among such eligible bidders. Service Charge shall be the primary criteria for selecting the firm. No change/revision whatsoever in service charges once quoted shall be admissible during the tenure of tender / ARC, as extended time to time, under any circumstances.

Accordingly, the following minimum service charges (*including agency commission, supervision charges, statutory bonus and any and all other charges which are not specifically mentioned in the tender*) per unit per month as recommended below, which will be taken as minimum threshold price, below which the rates will be treated as not feasible and such bids will not be accepted:

Service	Minimum service Charge	Remarks
1) Providing Allied office / field/ laboratory/ Guest House Attendant Services/ Kitchen Service/ Telephone Maintenance Services” at NRRI, Cuttack including Krishi Vigyan Kendra, Santhpur, NRRI, Cuttack-6.	Rs.600/ Unit/ month	including charges of tools and machinery

The amount to be paid on each unit will be calculated as follows and paid on pro-rata basis to the extent the service duration:

Actual charges to be paid = Minimum Service Charges as quoted and approved + (Minimum wages + EPF + ESI + GST as applicable from time to time, as on date of execution of work)

21. VARIOUS COMPONENTS TO BE CONSIDERED IN THE FINAL RATE WHILE EXECUTING THE CONTRACT

(All rates are in Rupees and as per the prevailing rates on the date of execution of work/ service for 26 days in a month)

Sl. No.	Description
1.	Monthly Minimum Wages (Central Government Rates / State Government rates as applicable to respective place and nature of work, whichever is higher), as per the scope of work
2.	EPF contribution of employer @ <u>13% of Minimum Wages / as on date of execution of work.</u>
3.	ESI contribution of Employer @ <u>3.25% of Minimum Wages / as on date of execution of work.</u>
4.	Service charges (to be filled in figures and words both) <u>-to be submitted in Financial BOQ Form Online only fixed for the total duration of the contract.</u> (to be claimed by the contractor for providing services at each point each month for carrying out the work under the ARC for meeting all his / her operational expenses/ other statutory liabilities/ transportation/ etc.). Any amount less than stipulated minimum charge (including charges of tools and machinery) per unit of work/ month, will not be considered as a valid feasible response). The payment will be made on pro-rata basis for number of days satisfactory services provided, if the same is less than 26 days in a month.
5.	Goods & Service Tax (GST) {as per the prevailing rate on (1+2+3+4). It is not to be filled up by the firm} It will be calculated @ prevailing rate as on date of opening of Financial Bid and/or date of deposit of Service Tax by the Firm, whichever is required for reference and necessary action.
6.	Grand total (1+2+3+4+5) (the amount to be paid to the firm for each point of work per month) Will be calculated by the office for reference and necessary action, as and when required
7.	Deduction allowed (to be made from the minimum wages of the manpower / employee deployed for the work by the agency (i) EPF Contribution Employee (@ <u>12% of Minimum Wages</u>)/ as on date of execution of work. (ii) ESI Contribution Employee (@ <u>0.75% of Minimum Wages</u>) / as on date of execution of work.
8.	Total deduction from the minimum wages for the month {7(i)+7(ii)}
9.	Net Amount to be paid to each manpower / employee for each month (1-8)

Note: 1. The rates mentioned for each type of job/services at Sl. No. 1 to 3 shall be as per the rates or over the rates of minimum wage as fixed by the central or state government, whichever is higher, and the same and all other Govt. liabilities will be paid on revised rate if revised by the Govt. during the period of annual rate contract, as extended time to time.

22. Service Charges to be claimed by the Firm/ Agency will remain constant/ unchanged for entire period of contract, as extended time to time. *So, the Service charge/commission (including other charges for the purpose of bonus, gratuity etc.) to be quoted as fixed monthly amount in the financial BOQ only.*

23. The defaulting contractors/ agencies whose services were terminated/ discontinued either by themselves/ this Institute or any other institute of government agency/ ICAR institutions on account of various lapses, need not to apply please and those who have been black listed by any Govt. department also need not to apply.
24. The successful Tenderer will have to enter into a detailed contract agreement with ICAR-NRRI Institute (ICAR) on non-judicial stamp paper of appropriate value.

23. A. Tie-Breaking at the Financial Evaluation stage

The work will be awarded to the firm whichever stand as L-1 on the basis of average of service charge for per unit for all seven types of services at places. In case of quoting of same bid price / service charge by more than one agency work contract will be awarded to the agency who secured highest mark in technical evaluation, subject to fulfilment of terms and conditions and other statutory norms, on the following tie-breaking method:

- a. Whereas in case of tie at this stage, the work will be awarded to the agency which has highest experience in Govt. sector;
- b. Whereas in case of tie at this stage, the work will be awarded to the agency which have highest average annual turnover;
- c. Whereas in case of tie at this stage also, the work will be awarded equally on sharing basis amongst those firms, giving preference to the firms which quotes for all the places/ maximum places, as per scope of work (*Either periodic sharing or Quantity sharing, as decided by the competent authority of this institute*).

Yours faithfully,

Sd/-

**Assistant Admn. Officer
Technical Section**

For and on behalf of the Director
ICAR – National Rice Research Institute,
Post-NRRI, Cuttack-753006,
(Odisha)

LOCATION AND SCOPE OF WORK FOR PROVIDING ALLIED OFFICE/ FIELD/ LABORATORY/ GUEST HOUSE ATTENDANT SERVICES/ KITCHEN SERVICE/ EPABX OPERATOR SERVICES

The details of service requirements and duties to be performed may be assessed by the service providing agencies in consultation with the Authorized personnel at the following location.

1. I.C.A.R-National Rice Research Institute, located at NRRI, Cuttack and KrishiVigyan Kendra, Santhpur, Cuttack.

Scope of Work

Providing Allied office, field, laboratory, Guest House Attendant Services, Kitchen Service, EPABX Operator Services at NRRI, Cuttack including Krishi Vigyan Kendra, Santhpur, NRRI, Cuttack-6:

Sl.No.	Service	Unit
1.	ALLIED, LABORATORY, FIELD, OFFICE SUPPORT SERVICES - Filing, docketing of Papers, noting and drafting, calculation of bills, secretarial processing of cases and any other office assistance as assigned from time to time. Data entry in computers and in various application packages in English, Hindi and local language in latest office automation packages like MS Office. The DTP services including graphic designing and photo editing also. Proper and efficient upkeep and maintenance of laboratory equipment and facilities as well as recording various observations in the laboratories, field experiment facilities The support will be of skilled nature.	Per Point/ Month
2.	LABORATORY, FIELD, SUPPORT SERVICES - Provide assistance to various Officers, Sections, field operations along with general maintenance as assigned from time to time. Proper and efficient upkeep and maintenance of laboratory equipment and facilities as well as recording various observations in the laboratories, field experiment facilities. The support will be of unskilled in nature.	Per Point/ Month
3.	EPABX OPERATOR SERVICES - The services should have good knowledge of repairing and maintenance of telephone. The Services should know English, Hindi and Local languages. Knowledge of centralized telephone systems. Skills in the operation of telephone equipment. Skills in dealing diplomatically with the public under stressful conditions. Answers incoming calls and directs call to guest room, staff, or departments through the switchboard or PBX system. Understand the telephone operator board or PBX switchboard operations. The Service will be of Highly Skilled in nature.	Per Point/ Month
4.	GUEST HOUSE ATTENDANT SUPPORT SERVICE – Performs routine duties in servicing of guest rooms and baths under supervision of caretaker in shift duties. The service provider needs to promote a positive image of the property to guests and must be pleasant, honest, friendly and should also able to address guest requests and problems. The work will be of Semi-Skilled in nature.	Per Point/ Month
5.	KITCHEN SERVICES- To provide assistance with the preparation of food and are responsible for maintaining the hygiene of dishes, work stations, and food storage facilities etc. in Kitchen and dining hall under supervision of the care taker. As per our requirement the work will be of Highly Skilled in nature.	Per Point/ Month

TERMS & CONDITIONS:

1. Strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
2. Changing of Staff/Supervisor should be intimated to ICAR-NRRI, Cuttack/ Authorized authority.
3. The Director, reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Director shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
4. The staff provided should also maintain secrecy and discipline in the premises of Institute.
5. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Middle Standard
 - a. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR-NRRI for the purpose. All complaints should be immediately attended to by the Agency.
 - b. Uniform with color specifications and pattern approved by ICAR-NRRI should be supplied by the contractor to the workers at his own cost and it should be ensured that the working staff etc., are in proper uniform while on duty.
6. **The agreement is terminable with one month notice on either Side.**
7. The contractor shall not sublet the work.
8. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded
9. The selected agency shall provide the necessary personnel for at ICAR-NRRI as per labour acts prevalent in Bhubaneswar. The agency shall employ good and reliable persons with robust health of **age group of 21 to 45 years**. In case any of the personnel so provided is not found suitable by the Institute/ NRRI, the Institute/ NRRI shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately
10. The persons so provided by the agency under this contract will not be the employee of the Institute/ NRRI and there will be no employer-employee relationship between the Institute/ NRRI and the person so engaged by the contractor in the aforesaid services.
11. Payment for service contract will be made monthly upon submission of pre-receipted bill.
12. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work 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. The contractor shall indemnify and keep indemnified the Institute/ NRRI from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, ICAR-NRRI shall be final and binding on the contractor.
13. Income Tax will be deducted from the payments due for the work done as per rule.
14. Changing of Supervisor/Staff should be intimated to the Caretaker.
15. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.
16. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
17. **Tenderers shall submit Declaration as per Annexure-XIV in their technical bid.**
18. **Local content Declaration & Self-certification as per the Government of India Order towards Public Procurement (Preference to Make in India) vide letter No. P-45021/2/2017-PP (BE-II) (revised) dated 16.09.2020.**
19. 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.
20. Risk Clause: ICAR-NRRI reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from S.D. or pending bills or by rising a separate claim.

LIQUIDATED DAMAGES CLAUSE:

1. Subject to General Conditions of Contract, if the contractor fails to perform the Services within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the 0.125% percent (or any other percentage if prescribed) of the related monthly bill of the Services. Besides liquidated damages during such a delay, the denial clause as per GCC shall also apply.
2. Any failure or delay by any sub-contractor, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.
3. Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person (s) will have to be replaced immediately.

The Director, ICAR-NRRI, Cuttack reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director, ICAR-NRRI, Cuttack shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. All works to be carried out and services to be provided as per the details given in Schedule-II under Annual Rate Contract basis on the given terms and conditions.
2. PAYMENT OF MINIMUM WAGES:
 - (a) The contractor has to pay their workers minimum wages (As applicable for the respective job) with all statutory benefits like EPF, WCP / ESI, and Bonuses as per the notification issued by Labour Commissioner, Ministry of Labour, Govt. of India.
 - (b) Whenever there is increase in the minimum wages and other statutory benefits like EPF, ESIC, Bonus, etc. as per the notification issued by Labour Commissioner, Ministry of Labour, Govt. of India, the same has to be strictly implemented and the contractor has to pay his workers the enhanced wages and other statutory benefits accordingly.
3. EPF AND WCP/ESI ISSUES:
 - a. The successful Agency/ Contractor has to open EPF and WCP/ESI Accounts of his workmen employed for works to be executed in the ICAR-NRRI premises within a month of commencement of the work. Monthly bill must be accompanied with Challans/ vouchers in support of the payment of EPF&WCP/ESI contributions.
 - b. The details of EPF and WCP /ESI Accounts should be provided to every Workman engaged by the Agency/ Contractor. Details of monthly updates of EPF & WCP / ESI Accounts of work men along with supporting vouchers /challans should be provided to both the workmen and the institute.
 - c. Vouchers /Challans in support of payment of EPF &WCP/ ESI contributions must be enclosed along with monthly bill, failing which the bill shall not be passed. Non-deposition of EPF &WCP/ ESI contributions will lead to termination of contract.
 - d. Immediately after signing the Agreement, the Agency/Contractor has to provide the Institute the list of workers engaged along with all details of EPF and WCP/ESI Account number.
4. All works and services are to be carried on all days of the month excluding Sundays (Weekly Off)/ National Holidays and one labour should not be allowed to work more than 26 days in a month. However, contractor has to pay for the holidays to the staff as per rules.
5. The contractor has to maintain all relevant registers–Salary register, overtime register, attendance register, etc. as per the prevailing labour laws. All these registers must be available with the Supervisor deployed by the contractor, which can be verified by the indenting officers of the Institute periodically.
6. The personnel provided shall be under direct control and supervision of the Contractor/Agency. However, the Contractor shall comply with all instructions given to him by the authorized Officer of the Institute from time to time. The Staff of the Contractor must be bound by office timing, duty, placement, locations and maintaining discipline in the Institute’s premises.
7. The Contractor/ Agency shouldn’t give lenient or casual impressions in duties. They should be always alert and attentive. The Contractor/ Agency shall be solely and fully responsible for carelessness and negligent attitude of his staff/supervisors towards assigned work/job. In case of any loss, theft, damage to the life and property of the institute and its employees due to carelessness and inattentiveness attitude of his staff/ supervisor, the Contractor/Agency shall compensate the amount of loss or damages.
8. The Contractor shall issue duly signed and numbered Photo Identity Card(i.e.ID card)to his Staff/ supervisor deployed in the premises of the Institute. All his Staff/ Supervisors must wear the ID cards while they are on duty.
9. Payment to the workers should be made either by RTGS method only **before/on 7th of every month** in presence of the concerned officers of ICAR-NRRI, Cuttack. After making the payment, the Contractor shall raise the bill on the ICAR – NRRI for payment of the settled amount. They will submit to the ICAR – NRRI a copy of the payment vouchers duly signed by the workers for each month along with the copies of statutory dues.
10. The contractor should abide by all prevailing labour laws including providing medical facilities to his workers. ICAR-NRRI shall not be responsible in such matters.

**TECHNICAL BID
PART-I
Detail of the Agency/firm/contractor**

1. Name the Proprietor of Contractor/ Firm/ Agency:
2. Name & address of Firm/Agency/Contractor: M/S.....
.....
3. (a) Telephone No. : Off. Res. Mobile No.....
(b) E-mail ID :
4. Particulars of firm/agency/company:
(Partnership Deed/ Constitution in case of Society)
5. Registration certificate of the firm under the work contract of the
Central Govt./State govt. (Indicate no.):
6. Income Tax P.A.N. Number :
7. Service Tax Number/GST IN (Allotted by CED) :
8. Bank's name & address:
IFSC Code: Account No.
(For right information attaché a photo-copy of cancelled cheque)
9. ESI registration No. :
10. EPF registration no.:
11. Certificate for Tenders for Works under Rule 144(xi) in the General Financial Rules (GFRs)2017(**Annexure - XI**).....
12. Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated 16.09.2020 (**Annexure -XII**).....

**Signature of Proprietor/
representative of the firm with seal**

SCHEDULE-I
SCHEDULE TO TENDER

PART-I

1	Name of the Firm/Agency	
2	Full address with Post Box No. and Telephone No. if any	
3	Constitution of the Firm/Agency	
	a) Indian Companies Act 1956	
	b) Indian Partnership Act,1932: (please give names of partners)	
	c) Any other Act, if not, the owner	
4	For partnership firms whether registered under 'The Indian Partnership Act,1932', please state further whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.	
	ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute condemning business of the partnership to arbitration.	
	iii) If answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.	
5	Name and Full Address of tenderers Bankers	
6	Your Permanent Income Tax No. / Circle / Ward	
7	Any other relevant information	
8.	Places for which the tender quoted for	

All the above information of Part I of schedule I must be accompanied with the certified copies of the documents, failing which the quotation will be liable to be rejected

Part-II

1	Name and address of the firm's representatives and whether the firm would be represented at the time of opening of the tenders.	
2	Name of the permanent representative visiting ICAR-NRRI regarding the contract	
Dated:- _____ Place:- _____		
		Authorized Signatory

Please add supplementary pages to be numbered wherever needed.

Annexure -VII

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

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

Authorized signatory of Bidder with Seal

Name.....

Designation.....

Annexure -VIII

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

Sl. No.	Parameters/ Documents to be attached	Particulars with number/ code	Reference Page no. in the tender document uploaded
a.	Certificate of Registration of the firm & the license for operating Services as per applicable Rules/ Act.		
b.	Minimum annual turnover certificate issued by concerned bank of the firm for not less than Rs.40.00 lakhs (Rupees Forty lakhs) during any one of the last three financial year i.e. 2019-20, 2020-21 and 2021-22		
c.	Copy of at least three work orders along with the details in enclosed tabular form citing Minimum three years' of experience in the field of providing such services as per the tender in Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organizations', etc.		
d.	Certified copies of Balance Sheet by the Registered Chartered Accountants and Income Tax (IT) returns of the firm for the latest three financial or assessment year i.e. 2019-20, 2020-21 and 2021-22 whichever is available with the firm, failing which tender is liable to be rejected. A copy of the PAN card also be attached.		
e.	Copy of EPF & ESI registration certificate issued by concerned authorities		
f.	Copy of registration certificate with the Contract Labour (Regulation and Abolition) Act, 1970 along with LIN otherwise the contractor shall obtain the labour license under this Act within 30 days from the date of issue of the work order.		
g.	List of labours registered under ESI & EPF should be enclosed separately. A Minimum of 50 labours of the Agency should be registered under ESI & EPF. A documentary proof of latest vouchers / challans is required to be attached.		
h.	Good Service tax (GST)registration certificate issued by central or state Govt. etc.		
i.	Solvency certificate for at least Rs.40 lakhs from their banker .		
j.	Whether the firm has any legal suit/ criminal case pending against it for violation of PF/WCP/ESI, Minimum Wages Act or other law (give details). The firm/ agency must enclose a certificate indicating that there is no criminal/ legal suit pending or contemplated against it & affidavit of non-blacklisting on non- judicial stamp paper of Rs. 10/- or more .		
k.	The firm has to upload the checklist (Annexure-VIII) indicating particulars and reference page number in last column.		
l.	The firm has to upload the Certificate for Tenders under Rule 144(xi) in the General Financial Rules (GFRs) 2017 (Annexure-XI).		
m.	The firm has to be upload the Local Content Declaration & Self-certification as per the Government of India Order towards Public Procurement (Preference to make in India) vide Letter No. P-45021/2/2017-PP (BE-II), (revised) Dated 16.09.2020 on non-judicial stamp paper of Rs. 100/- (Annexure-XII) .		

n.	As per current Government orders, in lieu of bid security, bidders must furnish Bid Securing Declaration (BSD) as 'Form7: A self-attested scan of the Original Form7 should be uploaded along with bids. Bids not complying with these provisions shall be rejected (Annexure-XIII.		
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Indicating page no. (in the last column) in the check list is mandatory, failing which will be treated as non-submission of respective documents.

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

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

(Authorized Signatory)

Annexure -IX**TECHNICAL BID****Undertaking**

1. I, _____
son/daughter/wife of Shri _____
Proprietor/Director/authorized signatory of the Company/Firm mentioned above, is competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them.

3. The information/documents furnished along with the above tender form are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Place :

Date :

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

Annexure- X

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

Full Name of the tenderer	
Address:-	
Telephone No.	
Email:	

To

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

Sir,

I/we have read all the particulars regarding the general information and other terms and conditions for providing Annual Rate/ Work Contract for "Providing Allied office / field/ laboratory/ Guest House Attendant Services/ Kitchen Service/ Telephone Maintenance Services" at places as per Annexure-II and agree to provide the services as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in schedule attached "Annexure-X" to this tender and I/we agree to hold this offer **open till 90 days**. The rates quoted will be valid for **a period of one year** in the event of award of the Contract. I / we shall be bound by a communication acceptance dispatched within the prescribed time.

2. I/we have understood the 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_____ . The **schedules I and II** to accompany this tender are at page Nos._____.

4. Every page so attached with this tender bears my signature and the official seal.

5. Pay Order/Demand Draft No._____ of Rs._____ drawn in favour of ICAR NRRI, Cuttack and payable at SBI, Nayabazar, Cuttack is enclosed as earnest money as required.

Signature & Seal of Tenderer with date_____

Address_____

Name & Signature of witness_____

Address _____

ANNEXURE-XI**Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017**

To

(Name and address of Tender Inviting Authority)

DECLARATION BY AUTHORISED SIGNATOR OF THE FIRM

Dear Sir,

Ref: Your Tender No. _____ dated _____

I/We, the undersigned, _____ (full name), do hereby declare, in my capacity as _____ of M/s. _____ (name of bidder entity), that

1. I have read the Orders (Public Procurement No. 1,2 &3) dated 23rd July 2020 & 24th July 2020 on the subject of Restrictions under Rule 144(xi) of the General Financial Rule (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/we certify that M/s. _____ (name of bidder entity)

a) **is not from such a country.** I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered OR,

b) **is from such a country** (strike out whichever is not applicable), and has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

3. I/We the Bidder agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource any work and/or any part thereof to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained. I/we hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered and I/We submit the proof of registration herewith [Wherever applicable, evidence of valid registration by the Competent Authority shall be attached]

4. I understand that the submission of incorrect data and /or if certificate/declaration given by M/s. _____ (name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of Public Order on Restrictions under Rule 144(xi) of the General Financial Rules (GFR's) 2017.

5. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No. 1,2 & 3) dated 23rd and 24th July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order which shall have the same meaning for the purpose of this Declaration cum Undertaking.

Executed at _____ on this the _____ day of _____

By Authorized Signatory

(Signature and Name)

Seal of the Bidder

*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

ANNEXURE-XII**Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP (BE-II), (revised) Dated 16.09.2020.****(TO BE PROVIDED ON Rs.100/- NON-JUDICIAL STAMP PAPER)**

I _____ (Name of the Person(s), S/o _____ at (Address) working as _____ (Designation and name of the firm/Company/partnership/Joint venture), and I have been authorized to sign the Declaration/ Self-Certification on behalf of firm/Company/partnership/Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated. 16.09.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content.

That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017-PP(BE-II), (revised) Dated 16.09.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced.
- iv. Percentage of local content.

Signed by me at _____ on _____ 09/2022

Authorized signatory

(Name of the Firm entity)

Bid Securing Declaration
(On Company Letter-head)

Bidder's Name : _____
[Address and Contact Details]
Bidder's Reference No. _____ Date : _____

To

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

Ref.: Tender Document No. _____ Tender No. / _____, Tender Title:- Tender for
**JOB / WORK CONTRACT FOR "Providing Allied office / field/ laboratory/ Guest House
Attendant Services/ Kitchen Service/ Telephone Maintenance Services" at NRRI, Cuttack including
Krishi Vigyan Kendra, Santhpur, NRRI, Cuttack-6**

Sir/Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/amend/impair/derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Documents.
 - (b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) Receipt by us of your notification
 - a) of cancellation of the entire tender process or rejection of all bids or
 - b) of the name of the successful bidder or
- 2) Forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of _____
[name & address of Bidder and seal of company]

Dated on _____ day of _____ [insert date of signing]

Place _____ [insert place of signing]

ANNEXURE - XIV**DRAFT SPECIMEN AGREEMENT**

This agreement is made at (place) on (month/year)..... day of between..... (Institute)..... (hereinafter called Institute) through (designation of the competent authority in the Instt.) which term shall include its successors, assignees etc. on the first part and (name & address of the firm) , (hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the other part. Whereas the (Institute) has decided to assign the annual job work contract for providing (nature of job) :..... at (Name of the to the firm on the terms and conditions hereinafter contained.

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

1. 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..... (name of the Instt.) by giving one calendar months' notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for annual job work contract for providing..... (nature of job)..... at..... (location) .
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the (name of the Instt.) shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at (name of the Instt.)..... premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The (name of the Instt.) shall have the right to ask for the removal from the (name of the Instt.) premises any personnel considered by the (name of the Instt.) to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the (name of the Instt.) .
7. The manpower deployed by the Agency should work as per the working days and timings of the (name of the Instt.)..... . No extra wages will be paid for attending office on weekends, holidays and late -sitting.
8. Monthly consolidated charges for job/ work contract for providing..... services at (name of the Instt.)..... is as per terms and conditions specified and scope of work as per Schedule-I in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Institute. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Institute in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/services. Copies of documents such as deposit challan along with list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.
9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the (name of the Instt.) The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
11. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (optional).
12. That the firm shall issue identity card to each of the workers engaged for entry into (name of the Instt.) premises.
13. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the (name of the Instt.) may cancel the contract.
15. That the Firm agrees to discharges all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law inforce that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act, 1970, workmen's Compensation Act, 1943, E.P.F., E .S.I. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified (name of the Instt.) on account of any failure to comply with the obligations under various laws or damage to (name of the Instt.)..... due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the volunteers and/ or the employees/ workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the (name of the Instt.) .and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the..... (name of the Instt.) against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/workmen shall have no claim to absorption/ regularization and financial benefits etc .that are admissible to regular employees in the office of..... (name of the Instt.)
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. / State Govt. as applicable relating to this contract.
18. In case of any loss or damage to the property of the Institute at which is attributable to the firm, the full damages will be recovered from the firm.
19. The Firm shall not transfer its right or sub- contract to anyone else.
20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust diligently and honestly.
22. In case of any accident! loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the Firm.
23. There will be surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
24. The firm shall provide a Coordinator for immediate interaction with the organization.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

4. Subject to General Conditions of Contract, if the contractor fails to perform the Services within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the 0.125% percent (or any other percentage if prescribed) of the related monthly bill of the Services. Besides liquidated damages during such a delay, the denial clause as per GCC shall also apply.
5. Any failure or delay by any sub-contractor, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.
6. Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person (s) will have to be replaced immediately.

The decision of (competent authority in the Instt.) shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

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

(Name & Address of the firm)

(For the Institute)

Witness:-

- 1.
- 2.

Financial Bid(AS PER THE BOQ ON THE GeMPortal)

RATES NOT TO BE QUOTED ALONG WITH TECHNICAL BID. IT SHOULD ONLY BE FILLED ONLINE OF THE GeM.

THE ELIGIBLE AGENCIES MAY QUOTE FOR ALL THE PLACES OR THE PLACES FOR WHICH THEY ARE INTERESTED AT THEIR OPTION. HOWEVER, PREFEREENCE WILL BE GIVEN TO THE FIRMS WHICH QUOTE FOR ALL THE PLACES