

भा.क.अनू.प.- राष्टीय कृषि उपयोगी सक्ष्मजीव ब्यूरो



ICAR-NATIONAL BUREAU OF AGRICULTURALLY IMPORTANT MICROORGANISMS पोस्ट व ग्राम – क्शमौर, मऊ (उ.प्र.) २७५१०३

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F. No. 10-2-4/NBAIM/ADMIN/TENDER/2018-19/680

Dated: 7, August, 2018

Sub: TENDER FOR JOB WORK/ SERVICE CONTRACT FOR PROVIDING MANPOWER. LABOUR REQUIRED AT ICAR- NATIONAL BUREAU OF AGRICULTURALLY IMPORTANT MICROORGANISMS. KUSHMAUR. MAU ((UTTAR PRADESH)

ICAR- NATIONAL BUREAU OF AGRICULTURALLY IMPORTANT MICROORGANISMS, KUSHMAUR, MAU ((UTTAR PRADESH) invites online tender in Two Bids System through e-tendering from reputed firms with adequate experience for "Job work / service contract for the PROVIDING MANPOWER, LABOUR REQUIRED AT ICAR- NATIONAL BUREAU OF AGRICULTURALLY IMPORTANT MICROORGANISMS, KUSHMAUR, MAU ((UTTAR PRADESH) . The details of the Scope of work, Schedule of requirements and terms & conditions of the contract are given in the enclosed Annexure.

2. Details of the tender are given below:

CRITICAL DATE SHEET (SECTION)

TENDER NUMBER 10-2-4/NBAIM/ADMN/TENDER/2018-19/

Rs.1,000/- (Rupees One Thousand Only) (Non-

refundable) in the form of DD in favour of **TENDER COST**

Director, ICAR-NBAIM, Mau

PROVIDING MANPOWER. LABOUR REQUIRED AT ICAR- NATIONAL BUREAU OF AGRICULTURALLY **IMPORTANT DESCRIPTION OF WORK**

Job work /

MICROORGANISMS, KUSHMAUR, MAU

contract for

FOR

service

(UTTAR PRADESH)

TYPE OF TENDER Two Bid System (Technical & Financial) **BID SUBMISSION START DATE** 07.08.2018, at 02.00 PM onward **AND TIME BID SUBMISSION END DATE** 28.08.2018 up to 11:00AM **AND TIME** DATE AND TIME OF OPENING 29.08.2018 at 11:00 AM OF TENDERS(TECHNICAL BID) **BID VALIDITY** 90 days from the date of Technical Bid opening Rs.50,000/- (Rupees Fifty Thousand Only) in **EMD** the form of Demand draft/BG in favour if Director, ICAR-NBAIM, Mau **EMD** 90 days from the date of Technical bid opening VALIDITY 10% of the total contract value (Annually) in SECURITY DEPOSIT form of Bank guarantee /FDR in favour of Director, ICAR-NBAIM, Mau (SD)/PERFORMANCE BOND (PB) Online bids (Technical & Financial) uploaded SUBMISSION OF BIDS on CPP Portal (www.eprocure.gov.in/eprocure/app)

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

Details of

tender

Tender Documents and Notice is also available

on ICAR -NBAIM website

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 Financial Bid (BOQ) ANNEXURE- VI

4. The entire tender document including all Annexure, except the Financial Bid in Annexure VI, will be part of the Technical Bid which also must contain the scanned copy of EMD and cost of the tender document and all other requisite documents called for in the tender. Both bids (technical and financial) are to be uploaded on CPP Portal (www.eprocure.gov.in/eprocure/app). Original EMD & Tender cost must be submitted to Director, ICAR-NBAIM, Mau, UTTAR PRADESH 275103 before the last date of submission of Tender on CPP Portal by Indian Postal Service only (Registered post/Speed post). By hand submission of EMD & Tender fees will not be accepted. Bidders may ensure timely dispatch of DD/BG so as it may reach the undersigned before end of bid submission date and time. Special instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal can be downloaded from CPP Portal (www.eprocure.gov.in/eprocure/app).

Administrative Officer

ICAR-NBAIM, Mau

ANNEXURE- I LETTER OF INVITATION Dear Tenderer,

.....

Online bids are hereby invited on behalf of the Secretary, Indian Council of Agricultural Research, New Delhi for Job work / service contract for PROVIDING MANPOWER, LABOUR REQUIRED AT ICAR- NATIONAL BUREAU OF AGRICULTURALLY IMPORTANT MICROORGANISMS, KUSHMAUR, MAU ((UTTAR PRADESH)

The terms and conditions of the contract are detailed in the tender document. Please submit your offer if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached Annexure. Please submit your financial bid online and all other documents need to be submitted both online and in hardcopy form before tender closing date.

- 1. An earnest money of Rs.50,000/- (Rupees Fifty Thousand only) must be deposited in the form of demand draft/BG in favour of Director, ICAR-NBAIM, Mau payble at Mau. The agencies which are exempted from submission of EMD, should enclose a valid exemption certificate to this effect. The Tenders will not be considered if earnest money/exemption certificate is not deposited with the Tenders. The EMD shall be refunded to unsuccessful firm without paying any interest by the ICAR-NBAIM, Mau.
- 2. The firm, after submitting tender, will not be permitted to withdraw their offer or modify the terms and conditions thereof. If the firm fails to observe and comply with the foregoing stipulation, EMD will be forfeited. In the event of the offer made by the firm not being accepted, the amount of EMD will be refunded, in the manner prescribed by the Council.
- 3. Director, ICAR-NBAIM, Mau reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the bureau, for any justifiable reasons, not mandatory to be communicated to the Tenderer. His decision will be final for any aspect of the contract and binding on parties. Disputes arising, if any, on the contract will be settled at his level and will not be referred to arbitration.
- 4. Acceptance of the offer will be communicated by email/ fax/ letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the email/ fax / letter should be acted upon immediately.
- 5. Essential documents required for technical evaluation of bids are detailed in Annexure IV.

Yours faithfully,

Administrative Officer

ICAR-NBAIM, Mau

ANNEXURE-II

SCOPE OF WORK:

- 1. Typing/data entry/stenographic word/diarizing/dispatch of letters/receipts/filing/docketing of papers.
- 2. Other miscellaneous work of similar nature as and when allotted by concerned sections/Officers
- 3. Upkeep and arranging of files in the section.
- 4. Photocopying of paper sets and making sets, as required.
- 5. The service are to be provided for 6 days a week from 9:30 AM to 5:00 PM. Sometimes in emergency of work, service are to be rendered on Sunday and beyond office hours also including holidays etc and no extra payment will be made on this account.
- 6. Operation of DG sets (320 KVA 2 set, 125 KVA 3 set).
- 7. handling of glassware and equipment installed in lab as directed by scientist.
- 8. Plumbing work which includes service and maintenance of water pump at tube well, taps and other fixtures in residential and office building
- 9. Carpenting work which includes installing structures and fixtures such as windows, doors and moulding etc and regular maintenance of fixtures installed.
- 10. Electrical work which includes installing and maintaining wiring, control and lighting systems etc.

ANNEXURE-III

INSTRUCTIONS TO BIDDERS

- 1. The tender is in two parts i.e. (1) Technical Bid and (2) Financial Bid. These bids duly filled shall be submitted online. The Technical Bid uploaded on the portal must contain the scanned copy of EMD/Tender cost and all other requisite documents called for in the tender. Both bids (technical and financial) are to be uploaded on CPP Portal (www.eprocure.gov.in/eprocure/app). Special instructions to the Bidders for the e-submission of the bids online through this e-Procurement Portal can be downloaded from CPP Portal (www.eprocure.gov.in/eprocure/app).
- 2. The two separate bids shall contain information as under:-
- a) Technical Bid: This shall contain the entire tender document, except Annexure-VI, which relates to the Financial Bid, with each page signed with the Rubber Stamp of the Bidder. This will also enclose the scanned copy of Earnest Money Deposit (EMD) amounting to Rs. 50,000/- (Rupees fifty thousand only) & tender cost amounting to Rs.1000/- (Rs. One thousand only). Demand Draft should be drawn in favour of Director, ICAR-NBAIM, Mau payable at Mau from any of the Scheduled Commercial Bank. All other required supportive documents towards eligibility and experience criteria as mentioned in ANNEXURE IV shall be submitted online. No price shall be mentioned in this document anywhere. If price is mentioned in the technical bid, the offer is liable to be rejected.
- b) Financial Bid: This shall contain the schedule of rates duly filled and signed in the prescribed formats i.e. Annexure VI.
- 3. No conditional bid will be accepted. The EMD will be refunded to the unsuccessful bidders as soon as practicable after a decision has been taken on the Tender and to the successful bidders after furnishing the required security deposit for the contract.
- 4. The tender must be in the prescribed formats only and shall be accompanied with all other necessary documents. The consolidated monthly amount to be charged has to be indicated in Indian Rupees both in words and figures (in the prescribed pro forma of Financial Bid) and there shall be no correction or overtyping etc. The offers with any corrections/deviation in prices either in words/figures shall be summarily ignored. The conditional offer (s) shall, in no case, be accepted.
- 5. The work shall be awarded to a single firm whose consolidated bid value is lowest meeting all scopes of work and fulfilling all the terms and conditions of the tender, with specific reference to the essential condition relating to the availability of requisites infrastructure/facilities and experience of similar nature.
- 6. The financial bid will be opened only for those bidders who will be technically qualified in technical bid. The past performance of the bidders with user Departments will be important criterion in evaluating the technical bid. The ICAR-NBAIM, Mau reserves the right to reject all or any of the quotations, and decision of the Director, ICAR-NBAIM, Mau in the matter shall be final and binding.

- 7. The successful bidder shall have to deposit 10% of the total bid amount (calculated annually) as performance security and within the time frame indicated by the ICAR-NBAIM, Mau.
- 8. The tendering firm 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.
- 9. For any help for submission of online bids, bidders may visit "help for contractor" tab on the website www.eprocure.gov.in.
- 10. No interest on Security Deposit and earnest money deposit shall be paid by the ICAR-NBAIM, Mau to the tenderer.
- 11. The firm is being permitted to give tenders in consideration of the stipulations on the his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the EMD will be forfeited by the ICAR. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him, in the manner prescribed by ICAR.
- 12. The performance security shall be valid till all contractual obligations are fulfilled by the firm. The same shall stand forfeited in case of cancellation of the contract for any breach of contract or for any deficiency in the performance noticed during the currency of the contract.
- 13. The tenderer are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Person signing the tenders or other documents must ensure that he is an authorized person on behalf of the firm to do so. The person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the person so signing had no authority to do so, the Council 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.
- 14. Acceptance by the ICAR-NBAIM, Mau will be communicated by FAX, email, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX, email/Express letter etc. should be acted upon immediately.
- 15. Details of essential documents required for Technical evaluation of bids are provided in
- 16. The contract shall normally be awarded for a period of one year from the date of award or any shorter period that may be decided by the ICAR-NBAIM, Mau. The Contract will be strictly monitored as per Scope of work given in Annexure II in respect of minimum standard defined in the said Annexure. In case any shortcomings or deficiencies are noticed during the currency of contract period or

any other contractual dispute, the contract can be terminated giving by giving one month notice. The decision of Director, ICAR-NBAIM, Mau in this regard shall be final and binding.

- 17. The contract can be extended for further period upto a maximum two years subject to satisfactory performance of the firm.
- 18. If the contract is terminated on the grounds of glaring shortcomings or deficiencies during the currency of its tenure including extended tenure, if any, the ICAR-NBAIM shall have all rights to make suitable alternative arrangements for a period of 45 days from the date of such termination or till a new tender is finalized whichever is earlier and the difference in cost, if any, will be borne by the agency/contractor.
- 19. It is the obligation of the agency to follow the minimum wages issued by the appropriate Government under Minimum Wages Act, 1948. The ICAR-NBAIM, Mau shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by the firm in the course of performing work of this Bureau. Neither the firm nor its workers shall have any claim on ICAR-NBAIM for compensation or financial assistance on this account.
- 20. The firm shall be responsible for payment of minimum wages, EPF and ESI and liability under Employees Compensation Act etc. directly to all the workers account maintained by EPFO & ESI as per prevailing Acts/orders of Gol/Govt Of UP. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it themselves. This Bureau in no case shall be a party to such a dispute.
- 21.It shall be the responsibility of the firm to comply with all the provisions of Acts, statutory requirements and Government instructions. If any statutory provision of any statute is violated in general concerning the work force employed and in regard to welfare of the personnel engaged for the work in particulars, then the performance security will be confiscated and firm will be blacklisted.
- 22. The personnel deployed by the Agency should not have any police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying.
- 23. That no right, much less a legal right shall vest in the contractor workers to claim/have employment or otherwise seek absorption in the ICAR-NBAIM nor the contractor workers shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the ICAR. The worker will remain the employees of the Agency/Contractors and will be the solely responsibility of the Agency to make it clear to their worker before deputing on work at ICAR-NBAIM, Mau. There is no Master and Servant relationship between the employees of the service provider and the ICAR-NBAIM, Mau and further that the said personnel of the service provider shall not claim for any employment or absorption in the ICAR-NBAIM, Mau by virtue of their engagement for this work.

- 24. The service provider's personnel shall not claim any benefit/ compensation/ regularization/ absorption of services from the Council under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. Undertaking from the persons to this effect shall be required to be submitted by the service provider to ICAR-NBAIM, Mau.
- 25. The service provider's personnel 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.
- 26. The employees for the contractor shall be of good character and of sound health. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of pan/Gutka, smoking, using speakers for listening to music and loitering without any work. The workers should not be below the age of 18 years.
- 27. The service provider shall replace immediately any of its personnel, if not unacceptable to the ICAR because of security risk, incompetence, conflict of interests and breach of confidentiality or improper conduct upon receiving a written notice from any staff of the ICAR.
- 28. The damage caused, if any, to ICAR-NBAIM, Mau property through the acts of the firm and/or by its workers shall be made good by the agency and decision of the ICAR in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by contractor or its staff or otherwise any harm done to the ICAR, its properties, designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceeding as well as pay penalty which the Secretary, ICAR may deem fit.
- 29. The firm shall be responsible for making timely payment of due wages to the workers employed, depositing of EPF with EPF through ECR and ESI contribution. A copy of ESI Challan and ECR indicating name of the workers with their EPF contribution will be submitted by the firm to the ICAR-NBAIM, as proof. If any complaint is received with regard to these matters, the action will be taken against the firm and concerned authorities will be asked to take legal action against the firm. ICAR-NBAIM, Mau will not at all be liable.
- 30. The contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having jurisdiction or authority, which in any manner may affect their engaged or employed staff and anything related to carry out the work. All the rules & regulations & byelaws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
- 31. The contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.

- 32. In the event of any loss being occasioned to the ICAR-NBAIM on account of the negligence of the duty by the Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained to the ICAR-NBAIM either by replacement or on payment by adequate compensation.
- 33. The Agency/Contractor shall not appoint Sub-Contractor to carry out any obligation under the contract and under such case agreement will be declared as void and such act of contractor will be taken as breach of Contract and resultantly his Security Deposit shall be forfeited and contract shall be terminated.
- 34. The agency is supposed to work on job contract basis and as such there will not be any separate payment for working on Saturdays, Sundays or other gazetted / national holidays etc. and the same is to be included in the monthly charge claim in the tender by the Contractor.
- 35.Director, ICAR-NBAIM, Mau reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR for any justifiable reasons, not mandatory to be communicate to the tenderer.
- 36. The Agency/Contractor shall abide by all laws of the land including Labour Laws, Company Act, tax deduction liabilities, Welfare measure of its employees and all other obligations in such cases and are not essentially enumerated and defined herein, whatsoever.
- 37. The ICAR-NBAIM, Mau reserves the right to ask and requires the contractor to remove any person deployed by him without assigning any reasons/notice.
- 38. The Agency/Contractor shall be responsible for the good conduct and behaviour of its employees. If any employee of the Agency/Contractor is found misbehaving with the ICAR-NBAIM staff or other staff of Agencies working in ICAR Campus, Mau, the Agency/Contractor shall immediately withdraw such employees forthwith at their own risk and responsibility. The Agency shall issue necessary instructions to its employees to act upon the instruction given by the supervisory staff of the ICAR.
- 39. Any dispute arising out of and in relation to this agreement shall be referred the Director, ICAR-NBAIM, Mau. His decision will be binding on the contractor.
- 40. The duration of the contract shall be initially for one year and extendable up to maximum two years on same rate, terms & conditions if the performance of agency is found satisfactory. The contract can be terminated even earlier by giving two months prior notice by either party in writing on account of any of the following reasons:
- i) On account of unsatisfactory performance
- ii) Breach of contract clauses(s)
- iii) Persistently neglecting to carry out his obligations under the contract

- 42. The contractor shall have no claim to compensation for any loss sustained by him by reasons of having employed personnel or purchased machines and material for the work.
- 43. All the fuel, consumables, repair and maintenance etc. required for carrying out the work shall be arranged by the Bureau.
- 44. Minimum wages of agriculture sector as per labour File No. 1/10(1/2018-LS-II) dated 03.04.2018 will be applicable and as amended from time to time.
- 45. Financial Bids will be cancelled if the bidder has not quoted at least the minimum applicable rates in the BOQ for monthly wages, EPF, ESIC, GST or any other applicable taxes etc. as specified by the government of India.
- 46. The tender fee and the EMD will be accepted by Indian Postal Service only (Registered post/Speed post). By hand submission of EMD & Tender fees will not be accepted. Bidders may ensure timely dispatch of DD/BG so as it may reach the undersigned before end of bid submission date and time.

ANNEXURE- IV

Checklist for Technical Bid Evaluation

- 1.Registration certificate of the firm under the work contract of the Central Government / State Government. The contractor/firm must have a valid registration with the contract labour (Regulation & abolition) Act, for providing such services.
- 2. Certified Balance Sheet of the firm for last 3 years.
- 3.Last Three years continuous experience of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India Corporations of Govt. of India/reputed public or private organizations. Provide the details in a tabular form.
- 4.Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last 3 years.
- 5.Employee EPF registration certificate issued by Govt. of India/State Government Uttar Pradesh.
- 6.Employee ESI registration certificate issued by Govt. of India/State Government Uttar Pradesh etc.
- 7.Self-attested copy of ESI/EPF payment certificate for last 3 years (2013-2016)
- 8. Documentary proof of minimum 30 nos. of mali/ workers registered under ESI & EPF
- 9.Bid security (EMD) of Rs. 50,000/-(Rupees Fifty thousand) in the form of Demand Draft/BG issued by any nationalized/ scheduled commercial bank in favour of Director, ICAR-NBAIM, Mau, payable at Mau.
- 10. Tender cost of Rs. 1000/-(Rs. One thousand only) in the form of Demand Draft/BG issued by any nationalized/ scheduled commercial in favour of Director, ICAR-NBAIM, Mau, payable at Mau.

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

Annexure V

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

To,

Director,

ICAR-NBAIM, Mau

Uttar Pradesh

Sir,

It is confirmed that I/we have fully understood the scope of work and all other requirements for Job work / service contract for the supply of labour at ICAR-NBAIM, Mau & its premises.

- 1. I/We have understood the total quantum of work by going through the tender document and/by visiting the campus. 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 documents.
- 2. I/We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
- 3. I/ We undertake that there are not any legal suit/criminal case pending against our firm for violation of EPF/ESI, Minimum wages Act or other laws. And there is no criminal/ legal suit pending or contemplated against us.
- 4. I/ We are not blacklisted by any Government organization in the field of providing service contract.
- 5. 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-NBAIM, Mau within 90 days from the date of opening of the technical bid.

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

FINANCIAL BID

(BOQ) TO BE UPLOADED IN CPPP

To,

Dear Sir/Madam, I submit the Price Bid for and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, Annexure IV inclusive of all applicable taxes.
Signature
Name & Address of the Firm
Telephone No
Mobile No
Email:
(Firm's Seal)