



भारतीय कृषि अनुसंधान परिषद् का पूर्वी अनुसंधान परिसर  
**ICAR RESEARCH COMPLEX FOR EASTERN REGION**  
(भारतीय कृषि अनुसंधान परिषद् **INDIAN COUNCIL OF AGRICULTURAL RESEARCH**)

आई.सी.ए.आर. परिसर, पोस्ट-बिहार वेटनरी कॉलेज, पटना -800014 (बिहार), भारत  
ICAR Parisar, P.O.: Bihar Veterinary College, Patna - 800 014 (Bihar), INDIA  
फोन सं. **Phone No.(0612)** 2226024, 2228882\*104, फैक्स सं. **Fax No.** 2223956, Website:www.icarrcer.in

**STANDARD ONLINE (E-PROCUREMENT MODE) BIDDING  
DOCUMENTS FOR THE JOB WORK CONTRACT FOR PROVIDING  
FARM AND FIELD SERVICES AT ICAR RESEARCH COMPLEX  
FOR EASTERN REGION, PATNA.**

**Document to be submitted online  
for  
(Technical & Financial Bid as per Schedule of requirement)**

**NOTICE INVITING ONLINE TENDER**

**File No. IRCER/19-20/P&S-12/Job Work Office**

**Dated: 04.07.2019**

The ICAR-ICAR Research Complex for Eastern Region (ICAR RCER), Patna is a public funded Research Organization under the Indian Council of Agricultural Research, Department of Agricultural Research and Education, Ministry of Agriculture and Farmers Welfare, Government of India. The Director, ICAR-RCER, Patna, India, invites e-tenders through the website [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) under two bid systems from eligible and qualified bidders for **Biennial Job Work Rate Contract for providing Office, Laboratory and EMU services at ICAR Research Complex for Eastern Region, Patna.**

**CRITICAL DATE SHEET**

Tender Enquiry No.: <b>IRCER/19-20/P&amp;S-12/Job Work Office</b>	
Date of release of Tender through e-procurement	04.07.2019
Document Download Date	04.07.2019
Bid Submission start Date (on line)	04.07.2019
Bid Submission End Date and Time (on line)	26.07.2019 (3.00 PM)
Date and Time for Opening of Technical Bids	27.07.2019 (3.00 PM)
Last date for Receipt of Tender fees, EMD and other documents at ICAR-RCER, Patna	26.07.2019 (3.00 PM)
E.M.D to be paid in the shape of Demand Draft in favour of “ <b>ICAR Unit, ICAR-RCER, Patna</b> ” and payable at “ <b>Patna</b> ” obtained from Nationalized Bank only.	<b>Rs. 200000.00 (Rs. Two lakh only)</b>
Tender Document Fee to be paid in the shape of Demand Draft “ <b>ICAR Unit, ICAR-RCER, Patna</b> ” and payable at “ <b>Patna</b> ” obtained from Nationalized Bank only.	<b>Rs. 1000.00 (Rs. One thousand only)</b>
Address for Communication	The Director, ICAR Research Complex for Eastern Region, ICAR Parisar, P.O.: Bihar Veterinary College, Patna-800014
<b>Tender fees and EMD should be submitted to the Director, ICAR-RCER, ICAR Parisar, P.O. Bihar Veterinary Collage, Patna- 14 before bid submission end date and time by Post/Speed Post/Courier only.</b>	

## INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

### IMPORTANT NOTES:-

1. The Director, ICAR-RCER, Patna hereby invites online bids for JOB WORK/SERVICE CONTRACT FOR PROVIDING ALLIED SERVICES RELATED TO OFFICE, LABORATORY AND EMU SERVICES AT ICAR RESEARCH COMPLEX FOR EASTERN REGION, PATNA.
2. The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. Other conditional Tenders will not be accepted.
3. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
4. Goods and Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and Institute will not entertain any claim whatsoever in this respect. However the Goods and Service taxes or any other tax which is as per the rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
5. Director of the Institute reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
6. Decision of the Director of the Institute 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 of failure of settlement, the dispute shall be referred to the sole arbitrator to be appointed by the Director of the Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
7. Tender Documents can be downloaded from the ICAR-RCER website [www.icarrcer.in](http://www.icarrcer.in) or from the Central Public Procurement Portal URL:<http://eprocure.gov.in/eprocure/app> Bidders should enroll/register in the e-procurement module of Central Public Procurement Portal through the website: URL:<http://eprocure.gov.in/eprocure/app> for participating in the bidding process. Bidders should also possess a valid Digital Signature Certificate (DSC) for online submission of bids.
8. **Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.**
9. ICAR-RCER, Patna will not be responsible for any delay in enrollment / registration as bidder or submitting /uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website URL:<http://eprocure.gov.in/eprocure/app> and enroll their Digital Signature Certificate and upload their quotation well in advance.

10. Any change/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.
11. ICAR-RCER, Patna reserves the right to accept/reject any or all the tenders in part/full without assigning any reason thereof.

**Assistant Administrative Officer (P)**



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फोन सं. **Phone No.(0612)2226024, 2228882\*104, फैक्स सं. Fax No. 2223956, Web-site:www.icarrcer.in**

### INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure /app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More information useful for submitting the online bids on the CPP Portal is available/obtained at [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) . Manual/offline bids shall not be accepted under any circumstances.

#### For Registration

2. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.

**3. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tender stipulate any condition of his own, such conditional tender is liable to be rejected.**

4. Director, ICAR-RCER, Patna, reserves the right to reject any tender/bid wholly or partly without assigning any reason.

5. The Technical Committee constituted by the Director, ICAR-RCER, Patna shall have the right to verify the particulars furnished by the bidder independently.

6. The services should be delivered at ICAR Research Complex for Eastern Region, Patna and the supplier shall be responsible for any damage during the contract period.

**7. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.**

8. All the communications with respect to the tender shall be addressed to: **The Director, ICAR RCER, ICAR Parisar, P.O.: Bihar Veterinary College, Patna-800 014.**

9. The bidders are required to upload scan copy of documentary evidence in support of the following qualification criteria as essential qualification.

- a. **Annexure-I - Checklist**
- b. **Annexure-II – Mandate Form for Banking details**
- c. **Annexure-III – Certificate about non blacklisting**
- d. **Annexure-IV – Tender Acceptance Letter**
- e. **Annexure V- Certificate**
- f. **Annexure-VI - A certificate should be enclosed that no legal suit/criminal case pending or contemplated against the Proprietor of the agency or any of its directors on grounds of moral turpitude or for violations of any of the laws in-force. Also, that the firm has never been blacklisted by any Government authority during the last 05 years. The agency must enclose this declaration at the time of submission of bid.**

## **TECHNICAL BID**

- a) Registration certificate of the firm (as a Sole Proprietor/Partnership Firm/Company) for carrying out such work contracts under the Central Govt. /State Govt.
- b) Minimum turnover of the firm should not be less than **Rs. 1.00 Crore (Rupees One Crore only)** during the last three financial years.
- c) The Firm, should have an **Experience of continuous two years 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.** Bidder should also ***provide*** the details in the following ***tabular form***.

Details of continuous 2 years experience/work done.

Sl. No.	Name of the Deptt./ Organization & Name of contact Person with Ph. No.	Period		No. of staff deployed	Available at page no.	Remarks
		From	To			

- d) Certified Balance Sheet of the firm for last three years (**2015-16, 2016-17 and 2017-18**) of the service contract by the chartered accountant.
- e) Duly certified copies of the satisfactory services of the firm should be enclosed for continuous two years.
- f) Employee EPF registration certificate.
- g) Employee ESI registration certificate.
- h) The contractor/agency must have a registration (for its past/ongoing contracts) under the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this Act.
- i) Nos. of staff/supervisors registered under ESI & EPF separately has to be provided. A firm must have a minimum 50 Nos. of Staff/Supervisors with their ESI & EPF contributions. Documentary proof of ECR and Successful Transaction Receipt of EPF and ESI for last 12 months has to be attached.
- j) Goods and Service tax registration certificate issued by Govt. etc.

- k) Whether the firm has any legal suit criminal case pending against it for violation to PF/ESI, Minimum wages Act or other laws (give details). The firm/agency must enclose a certificate indicating that there is no criminal/legal suit pending or contemplated against them.
- l) Registration with Income Tax Department (Copy of PAN & IT returns for last three financial years {i.e. 2015-16, 2016-17 and 2017-18}).
- m) The Agency should enclose copies of the payment made to its existing labour/personnel (minimum 20 nos.) for the last two months in terms of salary through Bank and EPF/ESI payment to them, in support of the condition (individual statement to be enclosed.)

**All the above documents are mandatorily required based on which the evaluation of Technical Bid will be made. In case if any mandatory information (as required from 9 (a) to 9(m) as mentioned above) is not furnished alongwith the valid supporting documents, the Technical Bid is liable to be rejected. Only those Financial bids, whose Technical Bids are found responsive, will be opened on specified date/time, fixed by the office.**

### **FINANCIAL BID**

- (a) Price Bid as BoQ.xls
- (b) **Undertaking of Price Bid.**

**Sd-  
Assistant Administrative Officer (P)**

## **GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT**

### **Job Work Contract for various Jobs (related to Office, Laboratory and EMU Services)**

- 1. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents as mentioned in the bid document should and must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.**
- 2. Bidders are requested to study the terms and conditions of the tender carefully and then submit tenders accordingly. They may, if necessary, visit the Institute to study the layouts.**
- 3. The bidders may submit duly filled and completed bidding document ONLINE as per instruction contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.**
- 4. The rates should be quoted as per the BOQ uploaded on the CPP Portal. Taxes, if any, should be indicated separately. The bidders are advised to download this BOQ.xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial Bid. The Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ICAR-RCER, Patna.**
- 5. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The ICAR- RCER, Patna reserves the right to accept or reject any or all the tenders.**
- 6. Bid Validity: 180 days.**
- 7. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link [http://eprocure.gov.in/eprocure/app?page=HelpForContractors & service=page](http://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page).**
- 8. Bid Security (EMD) : The units registered with National Small Industries Corporation (NSIC) or the concerned Ministry or Department shall be exempted from the payment of Bid Security (Earnest Money Deposit) as defined under **General Financial Rules , 2017**. In such case, copy of the certificate showing registration with the above mentioned institutions to be uploaded in Cover-I of the e-tender in PDF format.**
- 9. In case the unit is not covered as above, should submit the offer along with the **Bid Security (EMD) for the amount {in the form of Demand Draft only , in favour of “ICAR UNIT-ICAR RCER,Patna”** payable at Patna.**
- 10. The scanned copy of Earnest Money Deposit/Tender Fee by way of Demand Draft in PDF form should be included in Cover-I of the E-tender. The offers without bid security will be rejected.**
- 11. The EMD will be returned to the unsuccessful bidders.**
- 12. The EMD will be forfeited if the bidder fails to accept the order based on his/her offer/bid or fails to supply the items.**
- 13. The successful tenderer, irrespective of its registration status, in the event of receiving award for supply for a contract value above Rs.1,00,000.00 shall have to deposit**

**performance security at the rate of 5% (five percent) of the contract value within 3 days of receipt of confirmed Purchase/Supply Order.**

14. The Institute is under no obligation to accept the lowest or any tender received in response to this tender notice and is entitled to reject any tender without assigning any reason whatsoever.

15. **Evaluation of the quotation:-** The Institute will evaluate and compare the quotations/BOQ determined to be substantively responsive i.e. whichever quotations/BOQ are properly signed and fulfill all the eligibility conditions, conform to the terms and conditions and meet the minimum wages criteria and other statutory requirement. The Institute will award the contract to the responsive bidder whose total cost for all the items put together is the lowest.

16. **TERMS OF THE CONTRACT:-** Initially, the terms of the contract will be for **two years**. On the expiry of the contract or on its termination, the Complex reserves the right to renew the contract on yearly basis on the terms and conditions that may then be mutually agreed upon.

17. **MODE OF PAYMENT:-** The agency shall submit monthly bills along with the proof of depositing Tax and EPF & ESI contribution for the personnel engaged at the site for the job performed during the preceding month on the first working day and the Institute shall make payment by means of online payment through RTGS/NEFT, in favour of the agency. However, taxes which are as per the rules of the Govt. of India as well as Govt. of Bihar shall be deducted at source from monthly bills of the successful tenderer. The agency shall make payment to their employees through cheques or transfer into the employee's bank account only.

18. **TERMINATION:-** This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties, if delivered to them personally or dispatched at the address given hereinunder through registered post.

19. **LOSS AND / OR DAMAGES:-** In case of any loss or damage done to the property of the Institute by the personnel provided by the agency for sanitary duties at ICAR-RCER - Main Complex & WALMI Complex, full damages will be recovered from the Agency and decision of the Director, ICAR-RCER shall be binding on it.

20. The supporting/allied services staff should follow 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.

21. Changing of Staff/Supervisor should be pre-intimated to the Chairman, Job Works Committee or authorised person of this Institute.

22. The Director, ICAR-RCER, Patna reserves the right to reject any or all quotations in whole or in part without assigning any reason therefor. The decision of Director, ICAR-RCER, Patna shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.



23. The staff provided should also maintain secrecy and discipline in the premises of Institute.
24. The staff provided should be capable of reading and writing Hindi.
25. The contractor shall keep a complaint register with his Supervisor, and it shall be open to verification by the authorized officer of Institute for the purpose. All complaints should be immediately attended to by the Agency.
26. Uniform with colour specifications and pattern (e.g. white/colour saree for lady farm workers, white/colour shirt and pant for others) approved by Institute 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.
27. The agreement is terminable with one month notice on either side.
28. The contractor shall not sublet the work without prior written permission of the Institute. In case the contractor intends to sublet the work to some sub-contractor, the contractor must furnish prior information to this effect, in its bid itself; in that case, the sub-contractor, too, must fulfill all the requirements to be fulfilled by the Contractor as per the terms and conditions of this contract.
29. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
30. The selected agency shall provide the necessary personnel as per work-schedule determined by the Institute. 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, the Institute shall have the right to ask for his/her replacement without giving any reason thereof and on receipt of a written communication from the Institute, the agency shall have to replace such persons immediately.
31. **The persons so provided by the agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the contractor in the aforesaid services.**
32. Payment for service contract will be made monthly upon submission of pre-receipted bill.

**33.** The **rates will be quoted** only for service charges to be charged by the service provider as per following details.

Sl. No.	Item Description	Component of Rate			
		Service Charge to be quoted by bidder	As per minimum wage at the rate fixed by Govt. Of India from time to time	As per Rules framed by EPFO from time to time	As per Rules framed by ESIC from time to time
		<b>Company's/Firm's/ Agency's service charges to be quoted by firm per point per day in whole ₹(Not be quoted in % and not less than ₹ 21/- per point per day) Rs. P</b>	Daily wage rate including existing Dearness Allowance <b>(Not to be quoted by the Bidder)</b>	Employees Provident Fund @ % of (6) (If applicable, maximum limit being 15,000/-) <b>{Not to be quoted by the Bidder}</b>	Employees State Insurance @ % of (6) <b>{Not to be quoted by the Bidder}</b>
1	Skilled/ Clerical		407.00	53.00	19.00
2	Semi Skilled		373.00	48.00	18.00
3	Un Skilled		339.00	44.00	16.00

The applicable GST will be paid extra by the Institute.

Note: **The bidder has to quote only service charge.** Bidders will not be allowed to quote any other charges (like Wages, EPF and ESI). These have been fixed by the Institute as per the rules of Govt. of India and other statutory bodies. As and when the Union Ministry of Labour enhances the statutory Minimum Wages, the wages would also increase, in accordance with the Minimum Wages Act, 1948.

The applicable minimum wages/ EPF / ESI are required to be paid by the agency / contractor to the contractual workers actually deployed at the institute / concerned department regularly **by 7<sup>th</sup> of each calendar month and not later than 10<sup>th</sup> of that month at any cost.**

The contractor / agency should maintain all the relevant registers viz., daily attendance registers of laborers actually engaged, wage slips /wage distribution registers with signatures, monthly contribution of EPF & ESI . **He / she has to produce all such registers as and when required by the Chairman, FMC / Office /Labour department for inspection.**

. The Institute shall **not bear any extra charge** (over & above the amount payable on the basis of the quoted rates) on **any account** whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.

34. 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** 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-RCER**, Patna shall be final and binding on the contractor.

35. Income Tax will be deducted from the payments due for the work done as per rule.

36. They should not leave their points unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned Section.

37. Changing of Staff/Supervisor should be intimated to the Director of this Institute.

38. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.

39. 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.

40. The contractor shall make payment of wages by Cheque or Account transfer (to those employees having bank account) to his personnel engaged by him by **7th** of the following month in the premises of ICAR-RCER in the presence of an officer designated for the purpose by competent authority of ICAR-RCER, so that there is no disruption in the performance of duties of deployed personals.

Wages should be according to Minimum Wages Act and other relevant statutory Acts applicable for State/Central Govt. ICAR-RCER reserves the right to check periodically payment of wages made by Contractor to security personnel's deployed.

**BILLS MUST BE SUBMITTED IN TRIPLICATE ALONG WITH PERSON-WISE DETAILS OF EPF AND ESI CONTRIBUTIONS DEPOSITED IN THEIR INDIVIDUAL ACCOUNT.**

**FURTHER, THE AGENCY MUST, ALONG WITH THE BILLS AND EPF AND ESI DETAILS, PROVIDE THE PHOTOCOPY OF BANK CHALLAN USED TO MAKE THE DEPOSIT/PAYMENT FOR EPF AND ESI CONTRIBUTIONS BY THE CONTRACTOR ON MONTHLY BASIS.**

41. The contractor shall maintain register for making the attendance by Supervisor deployed by him, which can be seen/verified by an authorized officer of ICAR periodically.

42. The contractor shall issue photo I-Card to the personnel's deployed in the complex/colony for performing duty, which will be duly signed by him and displayed by them on their persons while they are in duty.

43. The pre-receipted bill shall be submitted by the Agency in triplicate duly supported by proof of attendance, payment of statutory charges/subscription etc., Payment will be made by cheque/e-payment. Payment will be made against monthly bills supported by requisite documents. Income Tax will be deducted as per rates.
44. The Agency shall have to provide Telephone numbers for 24 hours contact.
45. The Agency should abide by rules laid down by any statutory authority relevant to the deployment of labours.
46. It is mandatory for the agency to maintain all statutory registers in connection with their work at the Institute campus and produce them as and when demanded by the authorities of the Institute and Labour Commissioner or its authority.
47. The contractor will discharge all his legal obligations in respect of the workers 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 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-RECER, Patna shall be final and binding on the contractor.
48. The Agency is advised to do a complete survey on his own of all the area before offering rates.
49. The Contractor shall maintain attendance register for the persons deployed by him for the Job work, which can be seen/verified at any time by the person authorized by the Institute.
50. The decision of the Head of the Institute will be final and binding in connection of Job Work to be executed at the Makhana Centre.
51. Risk Clause: Institute reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a Show-cause Notice 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 Security Deposit or pending bills or by raising a separate claim.

### **RECOVERY OF LOSS/DUES**

52. For any loss or damage or theft etc., if any is noticed due to negligence on the part of the agency/individual, the agency shall meet the cost and also be require to compensate such loss for which the agency has to execute an Indemnity bond of appropriate value on on-judicial paper against any loss of ICAR-RCER property, assets and immovable/movable properties.

### **LEGAL OBLIGATIONS:-**

53. All personnel employed by contractor shall be engaged by him as his own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the country, shall be that of the contractor, He shall specifically ensure compliance with the following Laws/Acts and their Enactments/Amendments:-

- a. The contract Labour (Regulation & Abolition) Act., 1970
- b. The contract Labour (Abolition & Regulation) Central Rules, 1971
- c. The Minimum wages Act., 1948
- d. The Employer's Liability Act., 1947
- e. The Payments of wages Act., 1936
- f. The Factories Act., 1948
- g. The Workmen's Compensation Act., 1923
- h. The Employees Provident Funds and Misc. Provisions Act.,1952
- i. The Payment of Bonus Act., 1976
- j. The Equal Remuneration Act., 1976
- k. The Industrial Disputes Act., 1947

**54. PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE**

An amount of Rs.2000/- will be levied as liquidated damages per day whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm and if no action is taken within one hour liquidated damages clauses will be invoked.

Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

If the required number of workers/supervisor are less than the minimum required as specified penalty of Rs.1000/- per worker per day will be deducted from the bill.

**55. In the event of the lowest bid prices quoted equally by two or more bidders, the contract will be awarded to the bidder, who fetches maximum marks in the technical evaluation, as per the following merits:-**

Sl. No.	Technical Evaluation Criteria	Weightage (100 Marks)		
1.	Years of providing such type of satisfactory services alongwith proper certificate upto satisfactory level.	Max 40 Marks		
		a)	Minimum 2 years	10 marks
		b)	2 years to 4 Years	20 marks
		c)	4 years to 6 Years	30 marks
		d)	6 years and above	40 marks
2.	Average Annual Turnover (in Indian Rupees) in last three years (2015-16 to 2017-18)	Max 30 Marks		
		a)	Lessthan 2 Crore	5 marks
		b)	2 Crore to 4 Crore	10 marks
		c)	4 Crore to 6 Crore	15 marks
		d)	6 Crore to 8 Crore	20 marks
		e)	8 Crore to 10 Crore	25 marks
f)	10 Crore and above	30 marks		
3.	Number of personal registered, Labour contract act (As per Labour License)	Max 15 Marks		
		a)	upto 200	5 marks
		b)	201-400	10 marks
		c)	401 and above	15 marks
4	Number of personal registered, with EPF facility (along with their EPF No.)	Max 15 Marks		
		a)	upto 200	5 marks
		b)	201-400	10 marks
		c)	401 and above	15 marks

**Important Note:**

1. In case of more than one successful lowest bidders (L-I), the work/contract will be awarded to the firm which got highest marks in the technical evaluation.
2. In case of tie in the technical score, the firm with more no. of years in experience will be preferred.
3. In case of tie in the experience also, the firm with more turn over in the financial year 2017-18 will be preferred.

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

**Assistant Administrative Officer (P)**

**Pre Qualification criteria Sheet**Name of the Firm with full address:-  
.....

<b>Name of the Firm</b>	:			
<b>Tender Reference No.</b>	:			
<b>Name of the Tender/work</b>	:			
<b>Check List</b>				
<b>Sl. No.</b>	<b>Details</b>	<b>Submitted (Yes/No)</b>	<b>If submitted , mention page no. of pdf file</b>	<b>Remarks</b>
<b>1</b>	Registration certificate of the firm (as a Sole Proprietor/Partnership Firm/Company) for carrying out such work contracts under the Central Govt. /State Govt.			
<b>2</b>	Minimum turnover of the firm should not be less than <b>Rs. 1.00 Crore (Rupees One Crore only)</b> annually during the last three financial years.			
<b>3</b>	The Firm, should have an <b><u>Experience of continuous two years</u></b> in the <b><u>field of providing such services</u></b> in <b>Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organizations. Bidder should also provide the details in the tabular form.</b>			
<b>4</b>	Certified Balance Sheet of the firm for last three years ( <b>2015-16, 2016-17 and 2017-18</b> ) of the service contract by the chartered accountant.			
<b>5</b>	Duly certified copies of the satisfactory services of the firm should be enclosed for continuous two years.			
<b>6</b>	Employee EPF registration certificate.			
<b>7</b>	Employee ESI registration certificate.			
<b>8</b>	The contractor/agency must have a registration (for its past/ongoing contracts) under the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this Act			
<b>9</b>	Nos. of staff/supervisors registered under ESI & EPF separately has to be provided. A firm must have a minimum 50 Nos. of Staff/Supervisors with their ESI & EPF contributions. Documentary proof of ECR and Successful Transaction Receipt of EPF and ESI for last 12 months has to be attached.			

10	Goods and Service tax registration certificate issued by Govt. etc			
11	Whether the firm has any legal suit criminal case pending against it for violation to PF/ESI, Minimum wages Act or other laws (give details). The firm/agency must enclose a certificate indicating that there is no criminal/legal suit pending or contemplated against them.			
12	Registration with Income Tax Department (Copy of PAN & IT returns for last three financial years {i.e. 2015-16, 2016-17 and 2017-18}).			
13	The Agency should enclose copies of the payment made to its existing labour/personnel (minimum 10 nos.) for the last two months in terms of salary through Bank and EPF/ESI payment to them, in support of the condition (individual statement to be enclosed.)			

**Signature of Bidder with Official Seal**



(Printed on letter head of firm)

**Annexure-II**

**Name of the Firm** : -----

**Registered/Postal Address** : -----  
-----  
-----

1.	<b>Phone number/Mobile number</b>	
2.	<b>E-mail Address</b>	
3.	<b>PAN No.</b>	
4.	<b>VAT/TIN no., if applicable</b>	
5.	<b>Bank Details :</b>  <b>Bank Name</b>  <b>Branch Address</b>  <b>Account no.</b>  <b>Type of account (Current/Savings)</b>	

**DECLARATION BY THE BIDDER**

1. I have read and understood the tender terms and conditions relevant to Tender Document
2. I have submitted the Technical Bid in accordance with the Terms and Conditions of the above Tender Document.
3. The information furnished in the Technical Bid are true and factual and I clearly understand that our tenders are liable for rejection, if any information furnished is found to be not true and not factual at any point of time.
4. I would abide by the terms and conditions governing this tender. In case if I fail to supply as per requirement, I would be fully responsible for all the consequences that may arise and RCER can exercise appropriate action like black listing in addition to forfeiting of EMD. I shall pay the difference of higher cost involved and other related expenses paid if any for supply of the product.
5. The Commercial Bid is separately submitted against this tender.

**SEAL & SIGNATURE OF BIDDER**

**CERTIFICATE**

This is to certify that our firm..... is dealing with various organization of Central/State Govt./ICAR institutes form..... years. We have fulfil all the work/supply order of respective department/ICAR institutes within time limit with satisfactory.

(Name and address of the tendering firm)

Seal & Sign of the tendering firm

**प्रमाण पत्र**

प्रमाणित किया जाता है कि हमारे फर्म मेसर्स ..... के द्वारा पिछले ..... वर्षों में केन्द्र/राज्य सरकार के विभिन्न कार्यालय/भारतीय कृषि अनुसंधान परिषद के विभिन्न संस्थानों को अपनी सेवायें दिया जा रहा है। वर्णित वर्षों के दौरान केन्द्र/राज्य सरकार के विभिन्न कार्यालय/भारतीय कृषि अनुसंधान परिषद के विभिन्न संस्थानों से प्राप्त समस्त कार्य आदेश/क्य आदेश को नियत समय में संतोषजनक रूप से पूरा/पूर्ति किया गया है।

निविदाकर्ता फर्म का नाम एवं पता

हस्ताक्षर सील सहित

**(To be given on Company Letter Head)**

**TO WHOM IT MAY CONCERN**

We hereby certify that our firm..... has no legal suit/criminal case pending or contemplated against the Proprietor of the agency or any of its directors on grounds of moral turpitude or for violations of any of the laws in-force. Also, that the firm/agency has never been black listed by any Government or semi Government authority during the last 05 years.

**(Name and Signature of the Bidder, with Official Seal)**

**DECLARATION TO BE SUBMITTED BY BIDDER/BIDDER**

1. I/We agree to keep the offer of this tender valid up to 180 days from the date of receipt of the tender and not to modify the whole or any part of it for any reason within the above period. If I/we withdraw the tender, EMD may be forfeited.
2. I/We hereby distinctly and expressly declare and acknowledge that before the submission of tender, we have made such examination of the tender documents and such investigation of the work required to be done, as to enable us to thoroughly understand convenient, agreements, stipulations and restriction contained in the contracts and agree that we will not hereafter make any claims or demand to RCER, Patna based upon on arising out of any alleged misunderstanding or misconception or mistake on our part of the said requirement.
3. I/We shall not assign the contract or any portion of the contract to anyone.
4. If my/our tender is not accepted, the EMD shall be returned on my/our application. If my/our tender is accepted, the earnest money shall be retained by RCER, Patna up to the submission of acceptance letter of contract award to the office and till deposition of 10% of total cost as required under the contract.
5. If upon written intimation to me/us by the ICAR-RCER, Patna, I/we fail to attend the said office on the date fixed therein or I/ we fail to deposit security deposit and entered into the required agreement deed as defined in the terms & conditions in tender documents, then I/we agree to the forfeiture of the earnest money. Any notice required to be served on me/us hereunder shall be sufficiently if delivered to me/us personally or forwarded by post or left at my/our address given herein, such notice shall be deemed to have been served.
6. I/We agree to identify and keep indemnified the first party from any claims, loss or damages that may be caused to the first party on account of my/ our failure to comply with their obligations.
7. I/We have fully understood that the written agreement to be entered between us and ICAR RCER shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by us and then by the officer authorized to enter into contract on behalf of ICAR-Research Complex for Eastern Region, Patna.

Signature of Contractor & Seal

Address:-

Contact No.

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

Date:

To,  
The Director  
ICAR Research Complex for Eastern Region,  
ICAR Parisar, P.O.: Bihar Veterinary College,  
Patna – 800 014 (BIHAR) INDIA

**Sub: Acceptance of Terms & Conditions of Biennial Job Work Rate Contract for providing Office, Laboratory, EMU Services at ICAR Research Complex for Eastern Region, Patna.**

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: - \_\_\_\_\_

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Autonomous Body/Organization/Public sector undertaking.

I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**

**Financial Bid Declaration**

To,

The Director  
 ICAR -Research Complex for Eastern Region  
 Patna –800 014 (BIHAR)

Sir,

I/We wish to submit our tender for **Biennial Job Work Rate Contract for providing Office, Laboratory, EMU Services at ICAR Research Complex for Eastern Region, Patna** on the following rates:

Sr. No.	Particulars	Rates Quoted (INR)
1.	Rates offered for Item at ICAR-RCER is accordance with the terms and conditions specified in the tenders including installation, transportation specially covered all acts and taxes etc. as applicable from time to time	As per BOQ

## NOTES:

- The overall comparison shall be done on the basis of the summation of the quoted rates.
- I/We agree to forfeit of the earnest money if I/We fail to comply with any of the terms and conditions in whole or in part lay down in the Tender form.
- I/We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.
- I offer the rate(s) as indicated in the Financial Bid inclusive of all applicable charges, duties and taxes except Goods and Service Tax. The rates are in Indian Rupee.
- I understand and agree that in case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
- I also agree that the quoted rates shall remain firm throughout the tenure of the contract and no revision will be considered for any reason.

Signature \_\_\_\_\_

Name &amp; Address of the firm \_\_\_\_\_

Contact No. &amp; Email ID \_\_\_\_\_

Mobile No \_\_\_\_\_

## **Instructions for Online Bid Submission**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

### **REGISTRATION:**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app> ) by clicking on the link “Click here to Enroll” on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

1. Bidder should login to the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. The Bidder has to select the payment option as “Offline” to pay the tender fee/ EMD as applicable and enter details of the instrument.
4. The Bidder should prepare the EMD as per instructions specified in the tender document. The Original should be posted / couriered/ given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bid in the format provided and no other format is acceptable. The bidders are required to download the BOQ file, open it and complete the white coloured (unprotected cells with their respective financial quotes and other details (such as the name of the bidder) No other details should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bid is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
8. The uploaded tender documents must become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids) i.e. after Clicking “Freeze Bid Submission: in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.



## **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1204200462

### **General Instructions to the Bidders**

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the website <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
3. Tenderer are advised to follow the instructions provided in the "Instructions to the Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>

**KIND ATTENTION: FOR TAKING ASSISTANCE, IF ANY**

**CPP Portal website: [www.eprocure.gov.in](http://www.eprocure.gov.in)**

**Assistant Administrative Officer**