





## भाकृअनुप-राष्ट्रीय पटसन एवं समवर्गी रेशा प्रौद्योगिकी अनुसंधान संरुथान

ICAR-National Institute of Research on Jute and Allied Fibre Technology

भारतीय कृषि अनुसंधान परिषद INDIAN COUNCIL OF AGRICULTURAL RESEARCH 12. रीजेन्ट पार्क, कोत्तकाता -700040 12. REGENT PARK, KOLKATA -700040

(आईएसओ 9001:2015 प्रमाणित संस्थान ISO 9001:2015 CERTIFIED INSTITUTE)

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F.No.6(7)/Adm.III/Contractual/Tender & Correspondence/18-19

Date:14.12.2018

## **TENDER NOTICE**

INVITATION OF E-TENDER FOR THE JOB/ WORK SERVICE CONTRACT FOR PROVIDING UNSKILLED SEMI-SKILLED & SKILLED MANPOWER AT ICAR NIRJAFT, KOLKATA

Date and Time for Publishing	15.12.2018 at 04:00PM
Document Download Start Date and Time	15.12.2018 at 04:00PM
Bid Submission start Date and Time	16.12.2018 at 11:00AM
Bid Submission End Date and Time	14.01.2019 at 02:00PM
Date and Time for Opening of Bids	15.01.2019 at 03:00PM

The Tender document is available in Central public procurement portal <a href="https://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> (e-procurement). The Tender document is also available at our website-<a href="https://www.nirjaft.res.in/Tender">www.nirjaft.res.in/Tender</a>. (Tender id: 2018\_DARE\_419113\_1)

#### NOTE:

- 1. The Director, NIRJAFT may at his discretion extend this date by a fortnight and such extension shall be binding on Tenderers.
- 2. E-Tenders are to be submitted through the website www.eprocure.gov.in/eprocure/app. Tenders sent through any other mode will not be accepted.

Assistant Administrative Officer (Adm. III)

NOTE: All communications must be addressed to Director (by designation), ICAR-National Institute of Research on Jute & Allied Fibre Technology, 12 Regent Park, Kolkata-700 040

E- Tenders through CPP Portal are hereby invited on behalf of the Director, ICAR-National Institute of Research on Jute & Allied Fibre Technology, 12 Regent Park, Kolkata- 700 040 for contract of JOB/ WORK SERVICE CONTRACT FOR PROVIDING UNSKILLED SEMI-SKILLED & SKILLED MANPOWER at ICAR-NIRJAFT, KOLKATA. Please submit your rates in the attached Financial Bid Part A (BOQ in excel format) and Financial Bid Part B (in PDF format) if you are in a position to render the requisite services in accordance with the requirements stated in the attached schedules.

- The bidders are to submit the quotation in two bid system i.e. Technical bid and financial bid.
  The Technical bid should contain the documents mentioned in page no 7. The Financial bid should contain the quotation/rate in the attached Financial Bid Part A (BOQ in excel format) and Financial Bid Part B (in PDF format)
- 2. An earnest money of Rs 20,000/- (Rupees Twenty Thousand only) must be deposited in the form of demand draft only drawn in favour of "ICAR NIRJAFT" and payable at any Nationalized Bank in Kolkata sent through post /submit in person in original up to the bid submission end date. A scanned copy of the DD should be attached in online bid as mentioned under technical bid. The Tender will not be considered if the Earnest Money by means of demand draft is not reached this office up to the bid submission end date or if the details of the DD does not match with the uploaded scanned copy of the DD. ICARNIRJAFT shall not be held liable for late receipt of EMD due to postal delay or other reasons. No other form of deposit will be accepted. No interest will be calculated on EMD.
- 3. The tenderer is being permitted to tender in consideration of the stipulation on his/her part that after submitting his/her tender, he/she will not deviate from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the following stipulation, the aforesaid amount of EMD will be forfeited by the Institute. 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 after he has applied for the same, in the manner prescribed by the Institute.
- 4. The tenderer firm must have a registered office at Kolkata.
- The quotation would be evaluated based on the firm's turnover, experience in working Govt.
  Department/Undertaking in the cost of services and number of workers registered with
  EPF/ESI, the Service Charge quoted and actual amount to be paid to the workers.
- E-Tender is to be submitted only through CPP portal up to the bid submission end date.
   Tenders submitted through any other mode will not be accepted.
- 7. The tenders are liable to be rejected if complete information as required is not given therein or if the particulars asked for the schedules to the tenders is not fully filled in. Individual signing the tender or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) 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 (iii) constituted attorney of the firm if it is a company.
- 8. 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 without any notice & earnest money forfeited.

- 9. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of the 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.
- 10. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tender on your behalf should be indicated in the tender. Name and address of permanent representative of the tenderer, if any, may also be indicated. The hardcopy of the tender attending letter should be physically handovered during the meeting to the concerned officer.
- 11. Any conditional tenders will not be accepted.
- 12. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
- 13. GST or any other tax applicable or made applicable in respect of this contract shall be payable by contractor which will be reimbursed by the Institute. However the contractor will submit a copy of GST Depository challan to the Institute alongwith monthly bill.
- 14. The agreement shall remain in force for a period of two years from the date of issue of work order. However, Director, NIRJAFT reserves the right to reduce or terminate the period of contract or to extend its duration (at the same service charge quoted by the firm) in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
- 15. Decision of Competent Authority, ICAR NIRJAFT shall be final for any aspect of the contract and will be binding on all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by Director, ICAR NIRJAFT. 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.
- 16. The contractor will have to follow all stipulated Central Government Guidelines/requirements namely- i) Minimum Wages Act, ii) EPF, iii) ESI iv) GST, v) Bonus etc as applicable from time to time. It is amply and mutually agreed that the Institute shall not be responsible for any welfare measurer's benefits etc to the workers and that the Institute shall not be responsible for any untoward incident/casualty of the labourers during his engagement. NIRJAFT will not have any direct responsibility in the matter and the contractor will keep the Institute indemnified of it.
- 17. The Institute will implement any revision in VDA/ minimum wages/ rate of EPF/ESI as per Order of Chief Labour Commissioner(C), Ministry of Labour & Employment, New Delhi from time to time. In that case, a separate proposal has to be submitted by the firm alongwith respective Order for revision of the amount.
- 18. Rate contract with the successful bidder will not automatically mean engagement of manpower on regular basis. For manpower requirement in different section/division/cell/lab etc on receipt of requisition from the Administrative Office of

ICAR-NIRJAFT, the contractor will have to provide 03 resumes/ Bio-Data of manpower having desired qualification. The Institute reserves the right to call the person face to face interaction before asking him/her to take up the job for the defined period.

- 19. The ICAR NIRJAFT Authority shall reserve the right to inspect the Office of the agency participated in this bid, before work order is awarded to the successful bidder. If it is found on inspection that there is no existence of established office, the bid will be rejected and EMD will be forfeited.
- 20. Only those firms who qualify in the technical bid will be considered for financial bid.
- 21. The Authority reserves the right to relax any/all of the clause.

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING UNSKILLED, SEMISKILLED AND SKILLED MANPOWER AT ICAR-NIRJAFT

### Scope of Work

1	2	3	4
SI No	Nature of Job	Desirable Qualification/ Experience	Classification
1	Plumbing/Electrical maintenance work/Pump Operation / Generator Operation/Driving/Gardening/Computer Typing / /Help in Lab-Workshop etc.	Trade Certificate/ License + 10 <sup>th</sup> Class Pass	Un Skilled/Semi Skilled
2	Office Assistance / Data Operation/ Workshop Assistance / Technical Assistance etc.	Graduate (Hindi knowledge for those working in Office)	Skilled

#### **Terms & Condition**

- 1. SECURITY DEPOSIT: An amount of Rs 2,50,000/- (Two lakhs fifty thousand only) by means of Demand Draft payable in favour of ICAR-NIRJAFT shall be deposited as Performance Security within two weeks from the award of contract. The security shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the Institute. In the event of non-deposition of the same, the earnest money will be forfeited.
- 2. The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of the staff/ supervisor is to go on leave under intimation to this office.
- 3. Changing of the staff should be intimated to the Director of the Institute.
- 4. The Director, ICAR-NIRJAFT reserves the right to reject any or all quotations in whole or in part for any reason. The decision of Director, ICAR-NIRJAFT shall be

- final and binding on the Contractor/ Agency in respect of clause covered under the contract.
- 5. The staff provided should also maintain secrecy and discipline in the premises of the Institute. They should work in accordance with the highest standard of professional & ethical competence and integrity, having due regard to the nature & purpose of assignment.

6. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Matric Standard.

- 7. The contractor shall keep a complaint register with his supervisor and it shall be open to verification by the authorized officer of NIRJAFT for the purpose. All complaints should be immediately attended to by the Agency.
- 8. The agreement is terminable with one month notice on Institute's side.
- 9. The firm shall not transfer its right or subcontract to anyone else.
- 10. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 11. The selected agency shall provide the necessary personnel's at ICAR-NIRJAFT as per labour acts prevalent in Kolkata. The agency shall employ good and reliable persons with robust health of age group of 21 to 60 years. In case any of the personnel so provided is not found suitable by the ICAR-NIRJAFT, the ICAR-NIRJAFT 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 person immediately.
- 12. The persons so provided by the agency under this contract will not be the employee of the Council/ICAR-NIRJAFT and there will be no Employer-Employee relationship between the Council/ICAR-NIRJAFT and the person so engaged by the contractor in the aforesaid services.
- 13. Payment for service contract will be made monthly upon submission of pre receipted bill alongwith necessary documents like EPF/ESI challan /ECR, GST challan, P. Tax (if applicable) etc.
- 14. The rates to be quoted should include cost of each and every item including manpower cost and taxes etc. The ICAR-NIRJAFT shall not bear any extra charge on any account whatsoever i,e, EPF contribution, Liveries, OTA etc or Transport Allowance etc.
- 15. 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 NIRJAFT 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-NIRJAFT shall be final and binding on the contractor.
- 16. Income tax / TDS will be deducted from the payment due for work done as per rule.
- 17. Supervisor will maintain all the registers, which are kept at concerned Section.
- 18. Changing of Staff should be intimated to ICAR-NIRJAFT.
- 19. The contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.
- 20. 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.
- 21. An Identity card bearing the name of the firm should be provided to each employee engaged by them, so that they can be clearly identified as the employee of the firm.
- 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. In case of any loss or damage to the property of ICAR NIRJAFT which is attributable to the firm, the full damages will be recovered from the firm.

24. The firm agrees to discharge all the legal obligations in respect of their workers in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time viz, obligations under Contract Labour (Regulation & Abolition) Act, 1943, EPF, ESI & MP Act, 1947 etc. Firm agrees to indemnify and keep indemnified ICAR NIRJAFT on account of any failure to comply with the obligations under various laws or damage to ICAR NIRJAFT due to acts/ omissions of firm.

25. Risk Clause: ICAR NIRJAFT 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 Security Deposit or pending bills or by rising a separate claim.

26. Payment of employees should be made the contractor latest by 7<sup>th</sup> of the following month through online bank transfer and the bill for the same may be submitted to the office for arranging payment. The agency shall submit monthly bills for the job performed during the preceding month along with proof of contribution made for ESI/EPF, records of payment made to contractual workers as per the Minimum wage Act and GST/Service Tax paid for the Manpower provided to the Institute. The Institute shall make payment by means of electronic transfer in favour of the agency. However taxes which are as per the rules of the Govt. shall be deducted at source from monthly bills of the successful tenderer, as per rule.

27. The payment of wages to its workers shall have to be done in the presence of ICAR-

NIRJAFT designated official, if so asked by Director, ICAR-NIRJAFT.

## **Liquidated Damages Clause**

1. An amount equivalent to two days of contract amount subject to a minimum of Rs.1000/- will be levied as liquidated damages per day. Whenever it is found that the work is not up to the mark in any Section, it will be brought to the notice of supervisory staff of the firm of the firm by NIRJAFT and if no action is taken within one hour, liquidated damages clause will be invoked.

2. 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-NIRJAFT reserves the right to reject any or all Tenders in whole or in part for any reason therefore. The decision of Director, ICAR-NIRJAFT shall be final and binding on the contractor/agency in respect of any clause covered under the contract.

# Online Bid Submission Details

# Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online in Two Covers as

explained below:-

S.	Documents	CR - 1 (Following documents to be provided as PDF to Label Content	File types
	Documents	Laber Content	
No.	Technical	Scan copy of the Form mentioned on Annexure-I	.PDF
1	Particular Control of the Control of	duly filled up.	
2	Bid	Scan copy of Earnest Money Deposit by way of	.PDF
2		Scan copy of Earnest Worky Deposit by way or	
		Demand Draft Or Scan copy of certificate for	
		EMD exemption, if claiming	.PDF
3	(4	Scan copy of Registration certificate/ Trade Licence	.FDF
		of the firm under the work contract from	
		Government & Contract Labour (Regulation &	
		Abolition) Act, 1970.	DDE
4		Scan copy of Documents showing minimum	.PDF
		turnover of the firm not less than Rs.60.00 lakh	
		(Rupees Fifty lakh only) during the last financial	
		year. Certified Balance Sheet of the Firm for the last	
		year of the service contract by Chartered Accountant.	547
5		Scan copies of Last three years satisfactory	.PDF
J		performance certificate from the clients in the field	
	*	of providing such services in Central Govt.	
		establishments/Autonomous bodies of Govt. of India	
		to be provided.	-
,		Scan copy of Employees EPF registration certificate	.PDF
6		issued by appropriate govt. department.	
_	_	Scan copy of Employees ESI registration certificate	.PDF
7		issued by appropriate govt. department.	
		Scan copy of Number of manpower registered under	.PDF
8	*	Scan copy of Number of manpower registered distance	
		ESI & EPF contribution.  Attested scan copy of GST registration certificate	.PDF
9		Attested scan copy of GST registration certificate	
		issued by appropriate govt. department.	.PDF
10		Attested scan copies of PAN Card	
11		Attested scan copies of Income Tax Deposit	.1 D1
		proofs/Returns	DDE
12		Scan copy of complete bank details for e-payment	.PDF
. ~		· Account Information, Viz. Name of the Balik and	
		Branch, Address, type of Account No, IFS Code,	
		SWIFT Code (For foreign Exchange payment),	
		MICR Code and PAN No.	
10		Certificate mentioning whether black listed or not.	.PDF
13			
		COVER - 2	XLS
1	Financial	Financial Bid Part A: Price bid (BOQ) attached in	
	Bid	CPP portal in .XLS format must be filled in.	
			.PDF
2		Financial Bid Part B: Detailed Break Up of rates	.FDF
-		V.	

# Instructions For filling up the Financial Bid (BOQ & Financial Bid Part B):

1. The Financial bid should contain the quotation/rate in the attached Financial Bid Part A (BOQ in excel format) and Financial Bid Part B (in PDF format).

2. In the BOQ, the tenderer have to fill up the Column M (Service Charge of the Agency per labour per day inclusive of all liabilities & Statutory provisions like bonus

etc) and Column Q (Total GST amount on Column No. M+N+O+P) only.

3. The Column N (Minimum wage (Basic + VDA), Column O (EPF @ 13% on minimum wages) and Column P (ESI @ 4.75% on minimum wages) are already filled up as per latest rates as per Order of Chief Labour Commissioner(C), Ministry of Labour & Employment, New Delhi. The bidder must not change any amount already mentioned in any of the Columns N, O, P. However, the Institute will implement any revision in VDA/ minimum wages/rate of EPF/ESI as per Order of Chief Labour Commissioner(C), Ministry of Labour & Employment, New Delhi from time to time.

4. The detailed break up of rates has to be mentioned in the attached **Financial bid Part** 

B in .PDF format by every bidder and uploaded.

5. The amount to be mentioned by the bidder in the column "Gross amount per labour per day" in the **Financial bid Part B** should exactly match the amount mentioned in **Column BB** of the **BOQ** (TOTAL AMOUNT (Gross) With Taxes/ charges per labour per day) for unskilled, semi-skilled and skilled labours.

# TENDERER TO FILL UP THIS PAGE (In the Letterhead of the Firm) and submit the scanned copy against the first label of the Technical cover.)

- 1 (a) Name of the Tenderer firm/ Organization/ Agency:
- (b) Name of the Proprietor/ Partner:
- 2. Office Address of the Firm:
- 3. Telephone/ Mobile No.:
- 4. Fax No.:
- 5. E-mail Address:
- 6. Website address if any:
- 7. EMD details (DD No, Date, Amount and Bank Name) Or EMD exemption certificate (NSIC/MSME) No. :
- 8. i) VAT Registration No:
  - ii) Trade License No:
- iii) PAN No:
- iv) GST No:
- 9. i) Firm's Bank Account No and Type of Account:
- ii) Name of Bank & Branch:
- iii) IFSC Code No:
- 10. Name of Public Sector/Govt. organization to whom similar services have been provided by the firm during the last three years:
- 11. Name of authorized representative(s):
- 12. Whether proprietary or partnership Firm or Company:
- 13. EPF Registration No. (Enclose copy):
- 14. ESI Registration No. (Enclose Copy):
- 15. Labour License for the concerned work From the Office of Central/State Govt. Labour Department: (Enclose copy)

Signature of Authorized person of the Firm/Agency with seal

Tender Covering Latter (In Firm's Letterhead)

	(111)	filli s Letterneau)		
Ref No:			Date:	
То				
The Director,				
NIRJAFT				
12, Regent Park				
Kolkata-700 040				
	100		1 . 1	
Subject: Your tende	er notice no		dated	
For				
337 - 41 1	in a large area	nined the shows	mentioned tender	document

If our tender is accepted, we undertake to perform the service as mentioned above, in accordance with the mutually agreed schedule as may be specified in your order/contract. We agree to keep our tender valid for acceptance for a period of three months. Modification, if any may be specified in the special terms or for subsequently extended period agreed by us. We also accordingly confirm to abide by this tender up to the aforesaid period and the tender may be accepted any time before the expiry of the aforesaid period and also that our EMD/ Security deposit shall be liable to be forfeited, if we withdraw from the tender or fail to abide by the contract terms in due manner, if selected, subsequently and within the above bid validity period. We, further confirm that until a formal contract is executed with or Order is awarded on us, this tender read with your written letter or intent or acceptance thereof within the aforesaid period will constitute a binding contract between us.

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

For and on Behalf of Signature of Authorized person With Company Seal and Date

## **ANNEXURE-III**

To		
The Dir	rector,	
NIRJA]	FT	
12, Reg	gent Park	
Kolkata	a-700 040	
Subject	: Authorization for atte	nding bid opening on(date) in the
Tender	no	
for		
Sir,		
mentio	owing persons are here ned above on behalf of . in order of preference giv	by authorized to attend the bid opening for the tender(Bidder's en below.
Order o	of Preference Name	Specimen Signature
1.		
2.		
		Signature of bidder or Officer authorized to
		sign the bid Documents on behalf of the bidder
	1	sign the bid Documents on behalf of the bidder
Note:		sign the bid Documents on behalf of the bidder
Note:	Only one representative	sign the bid Documents on behalf of the bidder
1)	Financial Rid)	sign the bid Documents on behalf of the bidder will be permitted to attend bid opening (Technical and
1)	Financial Bid) Permission for entry to	sign the bid Documents on behalf of the bidder