NOTICE INVITING TENDER THROUGH E-PROCUREMENT TOWARDS CONTRACT FOR MAINTENANCE AND IRRIGATION OF LAWNs, ORNAMENTAL PLANTS AND POTS (2 MANDAYS) AT ICAR-SBI, REGIONAL CENTRE, KARNAL- 132001

Online Bids, under two bid systems, on behalf of the Director, ICAR - SBI, Coimbatore - 641007 are invited from interested registered/well-established/reputed manpower service providers through e-Tender enquiry for awarding of contract for Maintenance and irrigation of lawns, ornamental plants and pots etc. in the campus (2 man days) at the ICAR- SBI, Regional Centre, Karnal, Haryana - 132001. Tender Documents along with a Demand Draft of Rs.5,000/- (Rupees five thousand only) as earnest money (EMD) in favour of the Director, ICAR- SBI payable at Coimbatore - 641007 may be sent to The Senior Administrative Officer, ICAR - SBI, Coimbatore - 641007. The detail of tender is enumeration in the following annexure. Please read the annexure attached with it before bidding.

Annexure-1 : Instructions and invitation of tender
Annexure-2 : Acceptance of terms and conditions by bidder
Annexure-3 : Technical bid
Annexure-4 : Checklist for technical bid
Annexure-5 : Bidder’s Experience
Annexure-6 : General Information and terms and conditions of the tender
Annexure-7 : Draft Specimen Agreement
Annexure-8 : Instructions for online bid submission
Annexure-9 : Monthly wages for Housekeeping / sanitation services (per point)

Tender No. F. No. 18-22/2020-Estt dt:31.07.2020
Name of Organization ICAR-Sugarcane Breeding Institute Coimbatore - 641007
Date and Time for Issue/Publishing 01.09.2020 at 06.00 PM
Document Download Date and Time 01.09.2020 at 06.00 PM
Bid Submission start Date and Time 01.09.2020 at 06.00 PM
Bid Submission End Date and Time 15.09.2020 at 04.00 PM
Date and Time for Opening of Technical Bids 16.09.2020 at 04.00 PM
Address for Communication The Senior Administrative Officer, ICAR- Sugarcane Breeding Institute, Coimbatore - 641007 Tel: 0422-2472621

1. The tender form/bidder document may be downloaded from the Website: www.sugarcane.icar.gov.in and https://eprocure.gov.in/eprocure/app. Online Submission of Bids only through Central public procurement portal (https://eprocure.gov.in/eprocure/app) is mandatory. Manual bids shall not be accepted. Tenderers/bidders are requested to visit the website: (https://eprocure.gov.in/eprocure/app) regularly. Any changes/modifications in the tender inquiry will be intimated by corrigendum through this website only.

2. Tender Fee: Please enclose Demand Draft of Rs.500/- (Rupees five hundred only) (Non-refundable) in favour of the Director, ICAR - SBI payable at Coimbatore as a Tender Fee
and sent to Senior Administrative Officer, ICAR - SBI, Coimbatore - 641007. Quotations received **without Tender Fee** will not be considered.

3. In case, any holiday is declared by the Government on the day opening, the tenders will be opened on the next working day at the same time. The Council reserves the right to accept or reject any or all the tenders.

4. Earnest Money Deposit: The interested firms are required to deposit (in original) an Earnest Money Deposit (EMD) of **Rs. 5,000/- (Rupees five thousand only)** in the form of Demand Draft/Pay Order along with the Tender Documents from any of the Nationalized Bank in favour of the Director, ICAR - SBI payable at Coimbatore may be sent to Senior Administrative Officer, ICAR - SBI, Coimbatore – 641007 on or before bids submission closing date. EMD will be refunded after award of contract without any interest thereon and the forfeiture of the same will be as per the rules. Quotations received without EMD will not be considered.

(S.RAMA)

SENIOR ADMINISTRATIVE OFFICER
Schedule for Price Bid Submission:

The below mentioned Financial Proposal/Commercial bid format is provided as BOQ_ contract for Sanitary and cleaning.xls along with this tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BOQ_ contract for Maintenance and irrigation of lawns, ornamental plants, pots etc. xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **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-Sugarcane Breeding Institute, Coimbatore.

(S.RAMA)

SENIOR ADMINISTRATIVE OFFICER
INVITATION TO E-TENDER NOTICE AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR PROVIDING JOB/WORK CONTRACT FOR MAINTENANCE AND IRRIGATION OF LAWNS, ORNAMENTAL PLANTS AND POTS (2 MAN DAYS)

From:
Senior Administrative Officer
ICAR-ICAR-SBI,
Coimbatore – 641007.

To:
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Dear Sir(s),

Online Bids are hereby invited on behalf of the Director, ICAR- SBI for contract of Maintenance and irrigation of lawns, ornamental plants and pots etc. (2 MAN DAYS) AT ICAR-ICAR- SBI, Regional Centre, Karnal (Haryana)- 132001.

1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the ICAR- SBI as detailed in the tender forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

2. An earnest money of Rs. 5,000/- (Rupees five thousand only) in the form of demand draft/pay order in favour of Director, ICAR- SBI payable at Coimbatore - 641007 must be enclosed with the bids. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected out rightly.

3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations the aforesaid amount of EMD will be forfeited and he will not be allowed to participate in any tender floated by the ICAR- SBI for 2 years. 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 Council.

4. The schedules/annexures of the tender form should be duly filled in all respect. In the event of the space provided on the schedule/annexures form being insufficient for the required purposes, additional pages may be added and/or uploaded. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules/annexure to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm of 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 partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.

6. If a tenderer does not accept the offer, after issue of letter of award by ICAR-SBI within 15 (Fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money will be forfeited.

7. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related document 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 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 ICAR-SBI 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(s), if any, should be signed by the tenderer.

8. Bids are invited under two-bid system (Technical bids and financial bids). Both technical and financial bids may be uploaded. After evaluation of technical bid, the financial bid will be opened. Financial bid will be opened only to those tenderer whose qualify technically.

9. The rates quoted by each firm for job/service contract in tenders be given both in words and figure failing which the same is liable to be rejected. Tenders will be opened on the schedule date and time.

10. An amount equivalent to 10% of the annual value of contract is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit only after receiving a communication from the ICAR-SBI. In the event of non-deposition of the same, the earnest money will be forfeited.

11. No interest on security deposit and earnest money deposit shall be paid by the ICAR-SBI to the tenderer.

12. Monthly wages to be paid to the contractual manpower will be as specified in Annexure "9" of tender document which will be reimbursed to the contractor on submission of the bill. The tendering agency shall be responsible for compliance of all statutory provisions relating to minimum wages, EPF & ESI in respect of personnel deployed by it to this office. The agency shall certify that they have complied with all the statutory allegation in each bill submitted. Any statutory increase in wages other than DA etc. is to be absorbed by the service provider and escalation clause towards payments to the engaged manpower shall not be accepted on any ground during the period the contract is in force.

13. The GST or any other tax which is as per the rules of the Govt. of India be deducted at source from monthly bills of the successful tenderer, as per rules/ instructions made applicable from time to time by government.
14. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting ’Nil’ charges/consideration shall be treated as unresponsive bid and it will not be considered. If service charges are quoted less than or equal to the TDS it will be treated as nil charges/ consideration.

15. The Director, ICAR- SBI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR- SBI, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.

16. Decision of the Director, ICAR- SBI 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 level by mutual consultation and in case of failure or settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR- SBI. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.

17. Acceptance by the ICAR- SBI will be communicated by fax/email, express letter or any other form of communication or uploaded on the portal. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/email, express letter etc. should be acted upon immediately.

18. The ICAR- SBI does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.

19. The ICAR- SBI reserves the right to modify any of the terms and conditions of the contract as mentioned in further annexures of this document, at its discretion, in the interest of the job/work.

20. The following document/vouchers are required to be uploaded with the technical bid:-
   (a) Registration certificate of the firm under the Govt. of India/ Govt. of Haryana.
   (b) Minimum turnover of the firm not less than Rs. 10, 00, 00, 00 /- (Rupees ten lakhs only) during each of the last three financial years. Certified balance sheet & Profit and Loss Account of the firm for last year certified by chartered accountant may be provided in support.
   (c) Last three year’s 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, with details in enclosed tabular form.
   (d) Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years.
   (e) The company/firm/agency should be registered with appropriate authorities under EPF & ESIC Act (a copy may be uploaded).
   (f) The firm/agency/company should be registered with Income Tax and GST if any applicable (PAN, TAN number and GST registration no. may be furnished and a copy should be uploaded).
   (g) Annexure – 4 of the tender document is required to be filled in prescribed format only.

21. Successful tenderer will have to enter into a detailed contract agreement with ICAR- SBI on non- judicial stamp paper of Rs. 100/- (One hundred only) for work.

22. Only those firms will be considered for financial bid who will qualify in the technical bid.

Yours faithfully,

(S. RAMA)
Senior Administrative Officer
TENDER FOR PROVIDING JOB/WORK CONTRACT FOR MAINTENANCE AND IRRIGATION OF LAWNS, ORNAMENTAL PLANTS AND POTS (2MANDAYS) AT ICAR-SBI- REGIONAL CENTRE, KARNAL, HARYANA – 132001.

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

From __________________________
_________________________
_________________________

To,
The Senior Administrative Officer,
ICAR- SBI, Coimbatore - 641007

I/we have read all the particulars regarding the general information and other terms and conditions of the contract for PROVIDING JOB/WORK CONTRACT FOR MAINTENANCE AND IRRIGATION OF LAWNS, ORNAMENTAL PLANTS AND POTS ETC. (2MANDAYS) AT ICAR- SBI- REGIONAL CENTRE, KARNAL (HARYANA)- 132001 and agree to provide the services as detailed in the schedule/annexures herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in annexure 9 to this tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/we shall be bound by a communication acceptance dispatch within the prescribed time.

I/we have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

a. The following pages have been added & uploaded to and form a part of this tender _______. The annexures to accompany this tender are at pages__________.
b. Every page so attached with this tender bears my/our signature(s) and the office seal.
c. Pay order/ DD No.___________ of Rs._______ drawn in favour of Director, ICAR- SBI and payable at Coimbatore has been sent to ICAR- SBI.

Yours faithfully,

Date: __________________________
Signature of witness: __________________________

Name & Designation: __________________________
Address: __________________________

Signature & Seal of the Tenderer
TelephoneNumber No. :
Office:
Res.:
Mobile:
PART –I

1(a). Name of the Firm/Agency
1. Full address with Post Box No. and telephone no. if any.

2. Constitution of the firm / agency (Attached copy)

(i) Indian Companies Act, 1956
(ii) Indian Partnership Act, 1932
(please give names of partners)

(iii) Any other Act

3. i) For Partnership firms whether
    registered under the Indian Partnership
    Act, 1932, please state further whether

    by the partnership agreement to arbitration
    has been conferred on the partner
    who has signed the tender.

ii) If answer to the above is in negative.
    Whether there is any general power of
    attorney executed by all

    the partners of the firm authorizing the
    partner who has signed the tenders to
    refer dispute condemning business of
    the partnership to arbitration

iii) If the answer to point (i) and (ii) above is
    affirmative, please furnish a copy of either
    the partnership agreement or the general
    power of attorney as the case may be.

    The copy should be attested by a Notary
    Public or its execution would be admitted
    by affidavit on a properly stamped paper (Rs. 100).
    by all partner(s)

iv) Name, address, tel. no. of the proprietor/partner
    of the agency/firm or if it is a company, the
    same details of the Director(s) of the company

5. Name and full address of your banker

6. Your permanent Income Tax No. / Circle/ Ward
   (copies of PAN/TAN and GST registration to be submitted)

7. Date of establishment of the agency/firm/company
8. Whether registered with all concerned Government authorities (EPF/ESI etc.) and having license under Contract Labour (Regulation & Abolition), Act (Copies of all certificates of registration to be enclosed)

9. Any other relevant information

**PART-II**

10. Earnest money deposited/sent: Yes/No
(Write draft No./date/issuing bank details)

**PART-III**

11. Name and address of the firm's representative and whether the firm would be representing at the opening of the tenders

12. Name of the permanent representative to be visiting ICAR - SBI regarding the contract

Date: _____________

Place: _____________

**AUTHORISED SIGNATORY**

Please add supplementary pages to be numbered wherever needed by the Tenderer.
## Check-list for Technical Bids (these documents may be uploaded on cpp portal)

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<th>Sl. No.</th>
<th>Particulars</th>
<th>Whether enclosed (Yes/No)</th>
<th>Page No.</th>
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<tbody>
<tr>
<td>1.</td>
<td>Registration certificate of the firm under the Govt. of India/ Govt. of Haryana.</td>
<td>Yes/No</td>
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<td>2.</td>
<td>Minimum turnover of the firm not less than Rs. 10,00,000/- (Rupees ten lakhs only) during each of the last three financial years. Certified balance sheet &amp; Profit and Loss Account of the firm for last year certified by chartered accountant.</td>
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<td>3.</td>
<td>Last three year’s 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, with details in enclosed tabular form.</td>
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<td>4.</td>
<td>Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years.</td>
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<td>5.</td>
<td>Registration certificate of the firm/agency/company with Income Tax and GST departments (PAN, TAN number and GST registration no. may be furnished and a copy should be enclosed/uploaded)</td>
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<td>6.</td>
<td>Registration Certificate of the company/firm/agency with appropriate authorities under EPF &amp; ESIC Act.</td>
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<td>7.</td>
<td>EMD of Rs. ___________________/-</td>
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<td>8.</td>
<td>Signed &amp; stamped copy of tender documents on each page or a certificate thereof.</td>
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F. No. 12-2/2018-19/stores

Details of the Minimum 3 years’ experience/work done.

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<tr>
<th>Name of the Deptt./Organization &amp; Name of contact Person with Ph. No.</th>
<th>Period</th>
<th>No. of staff deployed</th>
<th>Remarks</th>
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(Authorized Signatory)
GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF PROVIDING JOB/WORK CONTRACT FOR MAINTENANCE AND IRRIGATION OF LAWNS, ORNAMENTAL PLANTS AND POTS (2 MANDAYS) AT ICAR- SBI, REGIONAL CENTRE, KARNAL, HARYANA -132001.

A. Scope of Work:

<table>
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<tr>
<th>Sl. No</th>
<th>Description</th>
<th>Particulars</th>
<th>Man days</th>
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<tr>
<td>1</td>
<td>Lawns</td>
<td>4 Nos</td>
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<tr>
<td>2</td>
<td>Ornamental plants</td>
<td>300 Nos</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Pots</td>
<td>200 Nos</td>
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<td><strong>Total</strong></td>
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Maintenance of lawns, ornamental plants, road avenues, pots, irrigation, pruning and other related works in the centre, residential area and farm area as per details given below:

II. Terms & Conditions:

1. The staff shall follow strict attendance and alternative arrangements are to be made by the agency whenever any of staff goes on leave under intimation to this office.

2. Changing of staff shall be with the approval of Senior Administrative Officer, ICAR- SBI, Coimbatore.

3. The Director, ICAR- SBI reserves the right to reject any or all quotations in whole or in part assigning reasons therefore. The decision of the Director, ICAR- SBI shall be final and binding on the contractor/ agency in respect of clauses covered under the contract.

4. The staff provided shall maintain discipline in the premises of ICAR- SBI- Regional Centre, Karnal, Haryana -1320001.

5. The rates to be quoted should include cost of each and every item i.e. manpower cost, taxes and other statutory payments, etc.

6. The agreement is terminable with one month notice on either side. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service provider shall not be entitled to and have no claim for any absorption in the regular/otherwise capacity in ICAR- SBI.

7. The contractor shall not sublet the work.

8. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.

9. The selected agency shall provide the necessary personnel at ICAR- SBI- Regional Centre, Karnal, Haryana- 132001 as per labour laws prevalent in Govt. of India. The agency shall employ adults only who are good and reliable persons with good health. In case any of the personnel so provided is not found suitable by the ICAR- SBI - Regional Centre, Karnal the ICAR- SBI- Regional Centre, Karnal shall have the right to ask for his/her replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.
10. The personnel so provided by the agency under this contract will not be the employees of the ICAR- SBI and there will be no employer-employee relationship between the ICAR- SBI and the persons so engaged by the contractor in the aforesaid services. They shall be employees of the contractor for all purposes.

11. Payment for service contract will be made monthly upon submission of pre-receipted bill along with attendance sheets of the manpower, payment vouchers duly signed by contractual employees and EPF/ESIC challans for submission of EPF/ESIC contribution. The contractor shall submit a certificate alongwith bill that all the statutory allegations have been complied with by him.

12. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the ICAR- SBI 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- SBI shall be final and binding on the contractor.

13. TDS in respect of contractor will be deducted as per rules applicable from time to time.

14. In case of tie in the lowest financial bids, the bidder having higher/highest turnover in the last financial year will be preferred.

15. The selected agency shall provide the necessary personnel at the ICAR- SBI. As per labour laws prevalent in the Govt. of India. The agency shall employ reliable persons with good health in the age group of 21 to 45 years. In case any of the personnel so provided is not found suitable by the ICAR- SBI, the ICAR- SBI shall have the right to ask for replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.

16. **Risk Clause:** ICAR- SBI 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 raising a separate claim.

17. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and ICAR- SBI shall in no way be responsible for settlement of such issues whatsoever.

18. The contractor/agency will furnish to the ICAR- SBI the full particulars of the personnel sponsored, including details like name, father's name, age, photograph, permanent address, telephone number etc. and will also ensure the verification of the antecedents of such personnel from police and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the ICAR- SBI.

19. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Institute to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

20. The personnel provided shall be under the direct control and supervision of the contractor/agency. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the ICAR- SBI from time to
time. They will be bound by office timings, duty, placement, locations etc., as decided by the ICAR-SBI.

21. The contractor/agency shall make payment of remuneration/wages to its personnel before 7th of every month by cheque/ Bank account in presence of an authorized representative of the ICAR-SBI. After making the payment, the Contractor shall raise the bill on the ICAR-SBI for payment of the settled amount. They will submit to the ICAR-SBI a copy of the payment vouchers duly signed by the workers for each month along with copy of challans for submission of EPF/ESIC contribution.

22. Any loss, theft or damage to the life and/or property of the employees of the ICAR-SBI and/or property of the ICAR-SBI shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency.

23. In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the ICAR-SBI besides annulment of the contract.

24. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

25. The competent authority of ICAR-SBI may increase/decrease the MANDAYS of SANITARY AND CLEANING services under the contract as and when required in the ICAR-SBI and the firm will deploy the manpower accordingly.

26. The minimum wages rate w. e. f 01.04.2018 of Govt. of India will be paid for the staff employed in the ICAR-SBI-Regional Centre, Karnal. The applicable wage rate will be paid to the staff employed in the ICAR-SBI-Regional Centre, Karnal as & when revised by the Govt. of India and the contractor will claim it in his bill for reimbursement. The calculation of wages (including employer’s share, service tax/GST per point per month) for Clerical/Messenger/Driving services based on the present minimum wage rate of Govt. of India is mentioned in the Annexure 9.

27. If any staff left the office/work for longer period, it is required to inform Head, ICAR-SBI-Regional Centre, Karnal well in advance and suitable replacement should be arranged in advance. If any staff so deployed in the office is prepare to leave permanently, the staff as well as contractor should inform the office in advance and suitable replacement should be sent by the contractor.

28. The staff so deployed in the office, will not damage/manipulate any of the official property failing which appropriate penalty/action as decided by the competent authority will be imposed upon contractor.

29. EPF/ESIC etc. will be applicable as per the regulation of EPF/ESIC department.

**Contract period:**

30. The contract will be initially valid for one year from the date of agreement. The contract may be further extended on the same terms and conditions for further one year as decided by the ICAR-SBI based on the mutual consent and satisfactory performance of the contractor.

31. The agreement (annexure-7) is the part of the tender and its terms and conditions is also part of the tender.
LIQUIDATED DAMAGES CLAUSES:

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

(ii) If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 300/- per worker per day will be deducted from the bill.

The Director, ICAR- SBI reserves the right to reject any or all tenders in whole or in part assigning reasons therefore. The decision of the Director, ICAR- SBI shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

32. **Damage Charges:** A realization of only two days will be allowed to the deployed staff based on the genuine health reason for self and subject to production of genuine medical certificate. This relaxation should not become a practice. This will be allowed in rare circumstances and subject to prior information, consideration and approval of competent authority of ICAR- SBI. If above fulfilled, the damage clause for 02 days will be relaxed. Within these 02 days the firm is liable to send replacement. If replacement not joins within two days, the damage clause @ Rs. 300/- per day per worker will be imposed for whole absence period without relaxing two days and will be deducted from the bill.

33. **Commission from the deployed staff:** The firm shall not levy any commission in any form by any name from the deployed staff. If it is noticed that the firm is levying the commission from the staff the action will be taken accordingly which include legal action, forfeiture of performance security, cancellation of tender and blacklisting of the firm.

34. In case the service charges quoted by 2 or more bidder is same, the bidder scoring highest marks as given below will be awarded the contract:

1. **Turnover**

   - 11 - 12 Lakhs : 05 marks
   - 12 - 15 Lakhs : 10 marks
   - Above 15 Lakhs : 15 marks

2. **Experience in Govt. /Autonomous (excluding Private companies)**

   - 3 - 5 year : 05 marks
   - 6 - 7 year : 10 marks
   - 8 - 10 year : 15 marks
   - Above 10 years : 20 marks

3. **Employee registered with ESI/EPF with documentary proof of ESI**

   - 50 - 75 : 05 marks
   - 76 - 100 : 10 marks
   - 101 - 150 : 15 marks
   - Above 150 : 20 marks

4. **Quality**

   - ISO or equivalent : 10 marks
This agreement is made at .............. (place) .................on (month/year)............. day of
between ICAR- SBI through.................... (designation of the competent authority in ICAR-
SBI).................. which term shall include its successors, assigns etc. on the first part and
.................................(name & address of the firm) (hereinafter called the firm) which term shall
include its authorized representatives, successor, assignees etc. on the other part.
Whereas the ICAR- SBI has decided to assign the annual job work contract for Sanitary and
Cleaning at ICAR- SBI-Regional Centre, Karnal- 132001 to the firm on the terms and
conditions hereinafter contained.

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

1. This agreement shall come into force w.e.f. ..............(date)............... and will remain in
force for a period for one year but can be terminated by ICAR- SBI by giving one calendar
months’ notice in writing of its intentions to terminate the agreement. The agreement
can be renewed/extendable on same terms, if mutually agreed, for further period as
decided by the ICAR- SBI subject to satisfactory performance of the contractor.

2. The firm shall be responsible for annual job work contract for MAINTENANCE AND
IRRIGATION OF LAWNS, ORNAMENTAL PLANTS AND POTS (2MANDAYS) at ICAR-
SBI- Regional Centre, Karnal -132001

3. The firm will provide full particulars of every worker deployed by it for providing the
services and gate security purposes and get their character and antecedents verified
from the police authorities.

4. All personnel posted at premises shall at all times and for all purposes be deemed to
be employees of the firm and the ICAR- SBI shall have no liability on this account in any
manner.

5. That the Firm shall ensure that all persons deployed at ICAR- SBI- Regional Centre,
Karnal premises are of good character, well behaved and otherwise competent and
qualified to perform the work for which they are deployed.

6. The ICAR- SBI shall have the right to ask for the removal from its premises any
personnel considered by them to be incompetent, disorderly or any other reason and
such person shall not again be deployed without the consent of Head, ICAR- SBI -
Regional Centre, Karnal.

7. The manpower deployed by the agency should work as per the working days, timings
and requirement of the ICAR- - SBI -Regional Centre, Karnal.

8. Wages to be paid to the contractual manpower as per Annexure '9'.

9. Monthly consolidated charges for job/ work contract for sanitary and cleaning at
ICAR- SBI -Regional Centre, Karnal is as per terms and conditions specified and scope of
work as per annexure-6 in the tender document including all the taxes viz. GST and
other taxes as applicable will be paid to the firm by the ICAR- SBI. The firm will raise a
bill of this amount every month and the payment released by the ICAR- SBI through e-
payment to the firm subject to satisfactory performance / delivery of contracted job /
work/ services. The bill will be raised by the firm after making the payment to the
workers employed by the firm to providing these services in presence of authorized
representatives of ICAR- - SBI -Regional Centre, Karnal and enclose documentary proof
with the bill. Copies of documents such as deposit challan along with list of persons
showing deposit of ESIC/EPF with the concerned agencies are also to be deposited with
the bill.
10. The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.

11. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Director, ICAR- SBI. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. The arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 as amended from time to time.

12. That the firm shall issue identity card to each of the workers engaged for entry in ICAR- SBI-Regional Centre, Karnal premises. The firm will also submit AADHAR CARD, PAN Card and police verification report to ICAR- SBI.

13. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.

14. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, ICAR- SBI shall cancel the contract and forfeit the performance security.

15. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act. 1970, Employees Compensation Act, 1923, E.P.F., E.S.1. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the ICAR- SBI on account of any failure to comply with the obligations under various laws or damage to ICAR- SBI -Regional Centre, Karnal due to acts/omissions of Firm.

16. It is also agreed that under no circumstances, the employees/ workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the ICAR SBI -Regional Centre, Karnal and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ICAR SBI -Regional Centre, Karnal against any claim that it may have to meet towards the employees/ workmen of the firm. Firm's employees/workmen shall have no claim to absorption/ regularization.

17. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt. as applicable relating to this contract.

18. In case of any loss or damage to the property of the ICAR- SBI -Regional Centre, Karnal which is attributable to the firm, the full damages will be recovered from the firm as decided by ICAR- SBI.

19. The firm shall not transfer its right or sub-contract to anyone else.

20. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.

21. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.

22. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by ICAR- SBI in any manner.

23. The firm shall provide a Co-ordinator for immediate interaction with the organization.

24. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

25. The selected agency shall provide the necessary personnel at the ICAR- SBI -Regional Centre, Karnal. As per labour laws prevalent in the Govt. of India. The agency shall
employ reliable persons with good health in the **age group of 21 to 45 years.** In case any of the personnel so provided is not found suitable by the ICAR-SBI-Regional Centre, Karnal, the ICAR-SBI shall have the right to ask for replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.

The services are to be provided for **MAINTENANCE AND IRRIGATION OF LAWNS, ORNAMENTAL PLANTS AND POTS (2MANDAYS)** for 6 days a week from 8.30 A.M. to 4.30 P.M. Sometimes, in emergency of work, services are to be rendered beyond office hours and Saturday and Sunday and holidays also. No extra payment will be made on this account.

26. The competent authority of ICAR-SBI may, within the contractual manpower post sanctioned under EFC of ICAR-SBI, increase/decrease the MANDAYS of clerical/messenger/driving services under the contract as and when required in the ICAR-SBI-Regional Centre, Karnal and the firm will deploy the manpower accordingly.

27. Tender’s terms and conditions will be referred/interpreted if any terms and conditions not referred/reflected in this agreement. This agreement is part of the tender documents.

29. **PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE**

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

(ii) If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 300/- per worker per day will be deducted from the bill.

30. **Damage Charges:** A realization of only two days will be allowed to the deployed staff based on the genuine health reason for self and subject to production of genuine medical certificate. This relaxation should not become a practice. This will be allowed in rare circumstances and subject to prior information, consideration and approval of competent authority of ICAR-SBI. If above fulfilled, the damage clause for 02 days will be relaxed. Within these 02 days the firm is liable to send replacement. If replacement not joins within two days, the damage clause @ Rs. 300/- per day per worker will be imposed for whole absence period without relaxing two days and will be deducted from the bill.

31. **Commission from the deployed staff:** The firm shall not levy any commission in any form by any name from the deployed staff. If it is noticed that the firm is levying the commission from the staff the action will be taken accordingly which include legal action, forfeiture of performance security, cancellation of tender and blacklisting of the firm.

The decision of the competent authority at ICAR-SBI shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

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

(Name & Address of the firm)  
Witness:-  
(For the ICAR-SBI)

1. ________________

2. ________________
INSTRUCTION FOR ONLINE BIDS 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 registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CP Portal.

More information useful or submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION:

1) Bidders are required to enrol on the e-procurement module of the Central Public procurement Portal (https://eprocure.gov.in/eprocure/app.) by clicking on the link 'Click here to Enroll'. Enrolment on the CPP portal is free of charge.
2) As part of the enrolment process, the bidders will be required to choose 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 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 DSCs to others which may lead to misuse.
6) Bidder then logs in to the site through the secured log-in by entering their userID/password and the password of the DSC/etoken.

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 Tender' folder. This would enable the CPP Portal to intimate the bidders through SMS/emails in case there is any corrigendum issued to the tender documents.
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 documents 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 name and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be PDF/XLS/RAR/DWF forms. 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. This will lead to a reduction in the time required for bid submission process.

**Submission of Bids:**

1. Bidder should log into 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 bidders has to digitally sign and upload the required bid documents one by one as indicated in the tender documents.

3. Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.

4. Bidder should prepare the EMD as per the instructions specified in the tender documents. The original should be posted/couriered/given in person to the tender Tender Processing Section, latest by the last date of bid submission. 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 documents 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. Bidders are required to download to BoQ file, open it and complete the while coloured (unprotected) cells with the respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidders should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6. The serve time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder, 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 bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date of time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**Assistance to bidders:**

1. Any queries relating to the tender document and terms and conditions contained therein should be addressed to the tender inviting authority for a tender 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 0120-4200462, 0120-4001002. Mob- +91 8826246593, E-mail Id- support-eproc@nic.in.

(S. RAMA)
Senior Administrative Officer
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<th>Sr. No</th>
<th>Particulars</th>
<th>Pay &amp; Allowances (Rs.)</th>
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| 1.     | Monthly Minimum wages as per minimum wages prescribed by Govt. of India for Semi-Skilled/Unskilled Supervisory. | *Rs. 369/-  
(Labour Deptt., Govt. of India order No.1/VDA(1)/2020 LS-II dt.06/08.05.2020)  
*Revision / changes of wages rates if any, will be implemented as per rules and permission of the Director, ICAR- SBI, Coimbatore. (Rate w. e. f. 01.04.2020) |
| 2.     | EPF @13.16%                                                                                  | EPF Break up : As per rules                        |
| 3.     | ESI employer contribution @4.75% (The wage limit for coverage of employee is Rs.21,000/- vide M/o Labour & Employment notification No. GSR1166(e) dated 22/12/16-F.No.S-38012/02/2013-SS-I) | ESI Breakup: As per rules                         |
| 4.     | Service charges to be quoted in financial bid only.                                          |                                                    |

**Note:**
1. Service charges as quoted shall remain same during contract period.
2. GST extra, as applicable. It is liable to change as regulated by the Government.
3. Applicable tax like income tax etc. will be deducted from the bill.

Senior Administrative Officer  
ICAR- SBI