



AN ISO 9001:2008 CERTIFIED INSTITUTE

भाकृअनुप-केन्द्रीय पटसन एवं समवर्गीय रेशा अनुसंधान संस्थान
ICAR-CENTRAL RESEARCH INSTITUTE FOR JUTE & ALLIED FIBRES
(भारतीय कृषि अनुसंधान परिषद), (Indian Council of Agricultural Research)

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INSTRUCTIONS TO THE TENDERERS

SCHEDULE I

1. The Tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and contract.

Note: For Online Bid Submission, as per the directives of Department of Expenditure, this document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at www.eprocure.gov.in/eprocure/app.

2. The Technical Bids will be opened on **09.11.2018 at 14:30 hrs**. The date & time for opening of Financial Bids will be notified on the portal. The bidders may regularly check the portal regarding the date of opening of financial bid.
3. While submitting the tender, if prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any Tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
4. Director, ICAR-CRIJAF, reserves the right to reject any tender/bid wholly or partly without assigning any reason.
5. **Earnest Money Deposit (EMD): ₹ 26,000/-** (Rupees Twenty Six Thousand Only) in the form of Demand Draft drawn in favour of **"ICAR Unit-CRIJAF" payable at Barrackpore, Kolkata**. This EMD should be submitted in sealed envelope super-scribed as "EMD for (Name of the work) and NIT No. **36/2018-19 dated 17.10.2018**". Failure to deposit Earnest Money will lead to rejection of tender. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.

Note: EMD should be dropped in the tender box available at the Purchase & Store Section on or before last date & time of submission in a sealed envelope addressed to: "The Director, ICAR-Central Research Institute for Jute & Allied Fibres, Barrackpore, Kolkata-700120"

6. **Security Money:** An amount of **₹ 65,000/- (Rupees Sixty Five Thousand)** only as a security deposit for the contract is to be deposited by the Selected Agency/Successful tenderer only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited.
7. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.

8. The Director, ICAR-CRIJAF, Barrackpore 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.
9. Decision of the Director, ICAR-CRIJAF, Barrackpore will 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 dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-CRIJAF. 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.
10. **No request for alteration in the rates, once quoted will be entertained within the period of one year.** However, rate may be revised with proportionate increase of DA / wages notified by the Ministry from time to time. **The minimum rate quoted by the tenderer should be in accordance with the minimum wage as fixed by Chief Labour Commissioner (Central), Min of Labour, Govt of India.**
11. Service Charge (in %) should be quoted in the BOQ (Price Bid).
12. In accordance with O.M No. 29(1)/2014-PPD dated 28-01-2014 of Department of Expenditure, Ministry of Finance, bids quoting 'NIL' service charges shall be treated as unresponsive and will not be considered.
13. In case there is a tie between two or more bidder at L-1 position, the firm with the earliest registration would be considered as L1 bidder.
14. Bid validity: 180 days
15. Successful tenderer will have to enter into a detailed contract agreement with Institute on non-judicial stamp paper of ₹ 100/-
16. The following documents are required to be uploaded with the tenders form which are the terms and conditions of the tender's documents :-
 - a. Registration certificate of the firm from appropriate registering authority
 - b. Last two (02) financial years' (2016-17, 2017-18) 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
 - c. Employee EPF registration certificate/exemption document, if applicable
 - d. Employee ESI registration certificate /exemption document for non-covered area, if applicable
 - e. Number of manpower registered under ESI & EPF contribution, Documentary proof (of not more than 06 months old)
 - f. The agency must have certificate of GST issued by the Govt. of India
 - g. The agency must have certificate of Labour Commission issued by the Govt. of India / State Govt. (Regulation and Abolition) Act,1970
 - h. Scan copy of PAN Card
 - i. Bank mandate form
 - j. Scan copy of EMD or its exemption
 - k. Valid certificate under PSAR Act
 - l. CA Certified balance sheet of last F.Y (2016-17)
 - m. Declaration of genuineness of documents

TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING ANNUAL WATCH AND WARD SECURITY SERVICES ON JOB CONTRACT BASIS AT CSRSJAF, BUD BUD, BURDWAN.

- 1 The security services staff should follow strict attendance and arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
- 2 The Director, ICAR–CRIJAF, BARRACKPORE reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Director, ICAR–CRIJAF shall be final and binding on the Contractor/Agency/ in respect of clause cover under the contract.
- 3 The staff provided should also maintain secrecy and discipline in the premises of Institute.
- 4 The staff provided should be capable of reading and writing Hindi and English with a minimum qualifications of Middle Standard
- 5 The contractor shall keep a complaint register, and it shall be open for verification by the authorized officer of ICAR–CRIJAF for the purpose. All complaints should be immediately attended by the agency.
- 6 Uniform with colour specification of same pattern should be supplied by the contractor to the staffs at his own cost and it should be ensured that on duty staff are in proper uniform.
- 7 Contract will be for a period of one year commencing from date of award of contract. However, the agreement is terminable with one month notice on either side.
- 8 The contractor shall not sublet the work without prior written permission of the ICAR–CRIJAF.
- 9 The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 10 The selected agency shall provide the necessary personnel's at ICAR–CRIJAF as per labour act. The agency shall employ **Ex-servicemen** with robust health. In case any of the personnel so provided is not found suitable by the ICAR–CRIJAF, the ICAR–CRIJAF authority shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
- 11 The persons so provided by the agency under this contract will not be the employee of the ICAR–CRIJAF and there will be no employer–employee relationship between the ICAR–CRIJAF and the person so engaged by the contractor in the aforesaid services.
- 12 Payment of their employees should be made through cheque.
- 13 **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 laws in force that are applicable to them from time to time, viz. obligations under Contract Labour (Regulation & Abolition) Act 1970, workmen's Compensation Act, 1943, EPF, ESI & MP Act 1947 etc.** 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, CRIJAF shall be final and binding on the contractor.

- 14 Income Tax will be deducted from the payment due for the work done as per rule.
- 15 They should not leave their points unless and until the reliever comes for shift duties.
- 16 Changing of Staff should be intimated to the Security Incharge.
- 17 The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the contract.
- 18 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.
- 19 Risk Clause: ICAR-CRIJAF 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 the Security Deposit (S.D) or pending bills or by raising a separate claim
- 20 Commercial /Financial bid of only those agencies will be opened who qualify in technical bid
- 21 **LIQUIDATED DAMGED CLAUSE: -**

- 1 An amount equivalent to two days of contract amount, subject to a minimum of ₹ 500/- 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 sector. It will be brought to the notice of the supervisory staff of the firm by ICAR-CRIJAF and if no action is taken within one hour liquidated damaged 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-CRIJAF reserves the right to reject any or all tenders in whole or in part without assigning any reasons therefore. The decision of Director, ICAR-CRIJAF, Institute shall be final and binding on the contract /agency in respect of any clause covered under the contract.