

ICAR-Central Citrus Research Institute Amravati Road, (Opp to ICAR- NBSS & LUP) Nagpur-



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F. No. CCRI /Job Work/2023-24/Estt./

Date: - 23.09.2024

E-TENDER DOCUMENT

SUB: E- Tender supply of Manpower on Contract for Day to Day Maintenance work of Farm Management in Agricultural Field/Farm etc. at ICAR-Central Citrus Research Institute, Nagpur-440033.

Director, ICAR-CCRI invites online tenders in Two Bids System through GeM Portal from the reputed service providers with a proven track record in the field of performing "Annual supply of Manpower on Contract for Day to Day Maintenance work of Farm Management in Agricultural Field/Farm etc "at the ICAR-Central Citrus Research Institute, Amaravati, Road, Nagpur-440033. The details of the Scope of work, Schedule of requirements and terms & conditions of the contract are given in the enclosed Annexures.

1. Details of the tender are given below:

Tender File Number	CCRI /Job Work/2023-24/Estt./
Description Of Work	Annual job/work/service contract for undertaking
	Agricultural Operation at the ICAR-CCRI, Amaravati Road,
	Nagpur.
Type Of Tender	Two Bid System (Gem)
Bid Validity	90 days from the date of Technical Bid opening
EMD	Rs.1.00 lakh (Rupees: One Lakh Only) in the form of
	Demand Draft in favour of Director, ICAR-CCRI payable at
	Nagpur.
EMD Validity	90 days from the date of Technical bid opening
Security Deposit (Sd)	5% of the total annual contract value
Performance Security (Ps)	Bank Guarantee/FDR in favour of Director, ICAR unit CCRI
Validity Of Sd/Ps	60 days after the expiry of the contract (Minimum 14 months)
Details of tender	Tender Documents and Notice is also available
	on CCRI website:- <u>ccri.icar.gov.in</u>

1. Schedules of Agricultural Field / Farm etc. to be carried out and other requirements connected to the contract, including formats of the bids, terms and conditions of the contract, etc. are enclosed to this Tender Invitation, as per the following details:

2.1	Letter of Invitation	ANNEXURE-I
2.2	General Information & Other Terms And Conditions	ANNEXURE-II
2.3	Instructions to Bidders	ANNEXURE- III
2.4	Check List for Technical Bid Evaluation	ANNEXURE- IV
2.5	Certificate to be given as part of Technical Bid	ANNEXURE- V
2.6	Schedule of Area / crops / nature of works	ANNEXURE-VI
2.7	Financial Bid (BOQ)	ANNEXURE- VII

2. The entire tender document including all Annexures, except the Financial Bid in Annexure VII, will be part of the Technical Bid which must also contain the scanned copy of EMD and cost of the tender document and all other requisite documents called for in the tender. Both bids (technical and financial) are to be uploaded on GeM Portal.

Original DD/FDR/ Bank Guarantee/Banker Cheque relating to EMD must be submitted to Establishment- I Section along with duplicate copy of Technical bid, ICAR- Central Citrus Research Institute, Nagpur-440033 before the last date of submission of Tender on GeM Portal. Special instructions to the Contractors/Bidders for the e-submission of the bids online through this GeM can be downloaded from GeM Portal.

Yours faithfully,

Sd/-I/c. ADMINISTRATIVE OFFICER

LETTER OF INVITATION

Dear Tenderer,

.....

Online bids are hereby invited on behalf of the Director, ICAR- Central Citrus Research Institute, Nagpur for **Annual supply of Manpower on Contract for Day to Day Maintenance work of Farm Management in Agricultural Field/Farm etc.** at ICAR- Central Citrus Research Institute, Amravati Road, Nagpur. The terms and conditions of the contract are detailed in the tender document. Please submit your offer if you are in a position to undertake the required Agricultural Field / Farm works / Operations in accordance with the requirements stated in the attached Annexure. <u>Submit your all</u> <u>documents both relating to Technical and Financial bid online only before tender closing</u> <u>date.</u>

- 1. An EMD of Rs.1.00 Lakhs (Rupees One Lakhs only) must be deposited in the form of demand draft/FDR/Bank Guarantee pay order in favour of Director, ICAR unit-CCRI and payable at Nagpur. The particulars of the earnest money deposited must also be mentioned on the top of the envelope by indicating the draft/pay order number and date, failing which the Tenders will not be opened. The agencies which are exempted from submission of EMD, should enclose a valid exemption certificate to this effect. The Tenders will not be considered if valid earnest money exemption certificate is not deposited with the Tenders. The EMD shall be refunded to unsuccessful firms without paying any interest by the ICAR- CCRI.
- 2. The firm, after submitting tender, will not be permitted to withdraw their offer or modify the terms and conditions thereof. If the firm fails to observe and comply with the foregoing stipulation, EMD will be forfeited. In the event of the offer made by the firm not being accepted, the amount of EMD will be refunded, in the manner prescribed by the Institute.
- 3 Director, ICAR-Central Citrus Research 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. His decision will be final for any aspect of the contract and binding on parties. Disputes arising, if any, on the contract will be settled at his level and will not be referred to arbitration.
- 4 Acceptance of the offer will be communicated by email/letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the email/ letter should be acted upon immediately.
- 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 schedule- I 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 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.
- 6 If tenderer does not accept the offer, after issue of letter of award by Institute within 15(fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money shall 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 documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Council/Instt. 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 The Institute is not bound to accept the lowest or any other tenders, if it fails to meet the criteria and also reserve to itself the right of accepting the tenders in whole or in part.
- 9 GST or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and ICAR-CCRI will not entertain any claim whatsoever in this respect. However, the income tax or any other tax which is as per the rules of the Govt. of India shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by GOI/ICAR.
- 10 Decision of Director, CCRI 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 dispute shall be referred to the sole arbitrator to be appointed by the Director, CCRI. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996.
- 11 The Institute in its capacity as Principal Employer reserves the right to modify any other terms and conditions of the contract as mentioned in the Schedules, as its discretion, in the interest of the job work.
- 12 The validity of the contract is initially for a period of one year which is extendable to two more years, that will be decided by Director, ICAR-CCRI with mutually agreed terms and subject to satisfactory performance.
- 13 Any legal liabilities of the worker (Minimum wages, ESI Contribution, EPF Contribution, Gratuity and other such liabilities) will be managed by the supplier/contractor. ICAR-CCRI, Nagpur will not be held responsible on any such legal matters.
- 14 Labourer's maximum age should be 60 years. Contractor/supplier will be solely responsible for implementing this matter.
- 15 Contractor will be responsible to pay salary of workers before 7th of every month by his own fund even though ICAR-CCRI fails to make payment to contractor upto 3 months.
- 16 In case of revision of VDA by the Competent Labour Authority, the revision of rates will be considered accordingly and the service charge quoted remains the same till expiry of the contract. In the sense, the prevailing minimum wages as applicable to Central Govt. establishments need to be ensured by the successful tenderers and the same will bereimbursement and the bill will be restricted to the total mandays deployed in a particular month along with eligible Festival / National Holidays.
- 17 Essential documents required for technical evaluation of bids are detailed in Annexure IV.

Yours faithfully,

Sd/-

I/c. ADMINISTRATIVE OFFICER

ANNEXURE-II

GENERAL INFORMATION & OTHER TERMS AND CONDITIONS

- a) Individual work orders will be issued as and when required for specific works / Operations.
- b) The agency shall deploy required number of manpower as per the need of the services for completion of the scheduled work. The number of workers required will be intimated by the Farm Incharge/Farm Superintendent / Chairman (FMC) from time to time for each work each day. The tentative number of workers required per day may vary depending on the season, stage of crop etc., While deploying the workers for performing the various operations / works of CCRI, Nagpur, the agency shall furnish the names & details to Farm Superintendent / Farm Incharge, CCRI, Nagpur. The successful bidder needs to possess valid license for engaging requisite number of manpower issued by competent authorities. A copy of the same need to be provided to the Institute.
- c) The workers engaged and deployed by the agency for this job / work contract will not be an employee of the Institute and there will be no employer-employee relationship between the Institute and the workers so engaged by the agency.
- d) The agency shall be wholly responsible for making payment of monthly wages and other admissible allowances to the personnel as per the minimum wages act and the Institute shall in no way be responsible for meeting any kind of expenditure over and above this wages to these personnel.
- e) The Agency shall ensure the payment of wages to their labourers deployed at this Institute by **e- banking** to their accounts and should provide the wage slip to the labourer. The complete details of EPF/ESIC recovered/remitted for each month should be furnished duly certified on the letter head along with the monthly bills.
- f) After receiving the work contract, the contractor must deploy the required number of labourers to carry out the work along with the details of their names, addresses, proof of date of birth, their Bank Account number and Two Photographs within 15 days. No child labour shall be engaged by the agency under this contract.
- **g)** At the end of the month **it is mandatory on the part of the contractor** to submit the details mentioning the exact number and names of the labourers engaged for the particular month along with bill duly certified by the respective Indentors. The contractor should also submit the Electronic- cum-challan (ECR) for having made the remittances of EPF and ESIC at rates applicable for the previous month and the list of labourers after having credited the wages to their respective accounts in the Bank, alongwith the Bills for arranging the payment to the contractor. The payment of bills to the contractor will be made for the actual number of mandays utilized which for performing the Agriculture Field / Farm / Laboratory Operations during the whole month which includes wages, service charges, applicable rates of EPF and ESIC. The payment of subsequent month bill will be released only when the contractor makes the remittances of EPF & ESIC and GST Challan in respect of the personnel deployed, in the previous month and produce the proof in this regard.
- h) He/ she should ensure that the labourers are paid every month the **minimum wages as prescribed under the labour law as per Central minimum wages act., which is in force from time to time** and necessary contributions towards EPF, ESIC, Bonus etc., should be paid to their individual accounts from the first month itself.
- i) The contractor has to maintain all the relevant registers viz., daily attendance registers of labourers engaged, wages registers with signatures, monthly contribution of EPF & ESIC registers. He / she has to produce all such registers as and when required by the Office / Labour authorities.
- j) He/ she should ensure that the laboureres maintain high level of discipline and punctuality. If any labour is found involved in any mischievous activity such labour should immediately be removed from the work permanently.
- k) All the persons deployed at the Institute will carry identity cards issued by the agency. The Contractor will provide Minor Agriculture, field tools/implements day to day updation and protective items for carrying out specialized agricultural operations viz., Gum Boots, Mask, Hand Gloves etc., wherever required.
- l) The agency must possess experience of performing job / work / service contract of agriculturalfield work in reputed Govt./Semi Govt. and other organizations the contractor who are having similar type of experience in this field (Agriculture) will be given priority.

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- m) The payment of bills submitted by the contractor will be made within 15 days if found to be in order. However, the payment to the personnel engaged need to be made at least for three months without waiting for the release of the payment from the Institute.
- n) This Institute implements the provisions of RTI Act, 2005. All information provided by the Tenderers under this Tender is liable to be disclosed.
- o) In case of any dispute the decision of Director, ICAR-CCRI, Nagpur will be final.
- p) Service charge should be quoted as per rules of income tax department.
- **q)** In case of tie-up, preference will be given to firm having service experience of maximum no. institute and / or maximum years of services experience in any central govt. institutes.

ELIGIBLITY CONDITION / TECHNICAL BID PROFORMA

- 1. Registration certificate of the firm under Company/Shops & Establishment act of the respective state for this purpose. The contractor/firm must have a valid registration with the contract labour (Regulation & abolition) Act, for providing such services.
- 2. An undertaking as per attached format duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- or above (Rupees One Hundred or above) regarding their non-blacklisting by any of the Govt. Departments, Public Sector undertakings and/or by Central Vigilance Commission.
- 3. If any agency had submitted wrong documents / statements on its black-listing issue to ICAR-CCRI,Nagpur in any previous official tender procedure of the institute, that agency will be automatically rejected and will not be considered for technical evaluation and subsequent process.
- 4. Scanned copy of valid latest Bank solvency certificate for Rs.1.00 Crore The bank solvency Certificate should be of one year.
- 5. Scanned copy of Certified Profit and Loss Account and Balance sheet of the firm for the last 3 financial years of the service of the contract by the Charted Accountant. Further, the firm should have minimum annual turnover of Rs. 1 Cr. for last three financial years.
- 6. Last three years (2021-22 to 2023-24) continuous experience certificates in similar type of work of the firm in the field of undertaking Agricultural work /such operations in Govt. (Centre/State) Departments/Autonomous bodies/PSUs/PSES/ etc.
- 7. EPF registration certificate issued by Govt. of India/State Government etc.
- 8. ESIC registration certificate issued by Govt. of India/State Government etc.
- 9. Documentary proof of minimum 100 of workers (Agriculture Labourers /Labors) registered under ESI and EPF & working in a single unit /organization & produce deployment proof (challan of ESIC and EPF of last 3 months).
- 10. The firm must have certificate of GST issued by the Government.
- 11. Whether the firm has any legal suit/criminal case pending against it for violation of EPF/ESI, Minimum wages Act or other laws (give details). The firm must <u>enclose an affidavit</u> from notary to this effect that there is no criminal/legal suit pending or contemplated against it.
- 12. PAN no. of the firm/proprietor and income tax return of last 3 years.
- 13. Valid license issued in the recent past by the office of the Central Labour Commissioner for providing Agriculture Field/Labors (minimum 50 workers).
- 14. The firm should have at least one work done certificate of Rs.25.00 Lakh relating to Agricultural Field or Farm Operations in Central / State Govt. Department / Institutions / Reputed Govt. organizations for the period of last three years (2021-22 to 2023- 24) and every year.
- 15. Scan copy of Bid security/Earnest Money Deposit (EMD) of Rs.1.00 Lakhs (Rupees: One Lakhs only) in the form of Demand Draft/FDR/Bank Guarantee Pay order/ Banker Cheque issued by any nationalized/ scheduled commercial bank in favour of "The Director, ICAR- CCRI", payable at Nagpur or valid exemption certificate (NSIC or MSME etc.)
- 16. The right to accept or reject any tender is reserved with the Director, ICAR-CCRI, Nagpur.
- 17. The above every document is mandatorily required based on which the evaluation of Technical Bid will be made. In case any of the mandatory information is not furnished along with the valid supporting documents, the Technical Bid is liable to be rejected. Financial Bids of only those

firms whose Technical Bid are found are found responsive will be opened on specified date/time.

- 18. The agency must possess experience of performing supply of manpower work / service contract of agricultural field work in reputed Govt./Semi Govt. organizations. The contractor who are having similar type of experience in this field (Agriculture) will be given priority.
- **II. Evaluation of the quotation/tender:** The Institute will evaluate and compare the quotations determined to be responsive i.e which are properly signed, fulfill all the eligibility conditions, confirm the terms and conditions and meet the central minimum wages criteria and other statutory requirements. The Institute will award the contract to the responsive bidder whose service charge and other charges if any put together is the lowest.
- **III.** <u>**Terms of the contract:**</u> Initially the terms of the contract will be for one year and extendable to two more years that will be decided by Director, ICAR-CCRI on satisfactory performance and mutually agreed terms & conditions.

IV. <u>Mode of payment</u>:

- 1. The firm shall be responsible for making timely payment of Central Minimum wages due to the workers employed, depositing of EPF with EPF through ECR and ESI contribution. A copy of ESI Challan and ECR indicating name of the workers with their EPF contribution will be submitted by the firm to the ICAR-CCRI, as proof. If any complaint is received with regard to these matters, the action will be taken against the firm and concerned authorities will be asked to take legal action against the firm. ICAR-CCRI will not at all be liable.
- 2 The Successful bidder shall pay the wages on or before 7th of every month through online remittance/RTGS/ Cheque in presence of authorized person of the institute, by his own fund even through ICAR-CCRI fails to make payment up to 3 months.
- 3 The agency is to execute the contract on job/work/ service contract basis by deploying the required number of worker depending on seasonal operations. The payment will be restricted to the actual number of mandays utilized. The contractor / Service Provider is eligible only for the service charge they quote.
- 4 The rates quoted by the Agency shall be fixed during the period of the contract till the VDAis revised by the Govt. of India and no request for any change/ modification shall be entertained unless the VDA is revised. In the sense, the successful tenderer has to ensure wages as notified by Govt. of India from time to time and the bill prepared accordingly will be reimbursed / restricting it to the total number of mandays consumed to perform all the required services in a particular month along with eligible National & Festival Holidays. While quoting the rates, the firm must make provision Central minimum wages as per the prevailing Govt. of India notification. Further, in case the workers to be deployed at the Institute comes under Bonus Act.. payment of Bonus will be considered on reimbur sement basis.
- 5 It is the obligation of the agency to comply with the Central Minimum wages notified by appropriate Government. The ICAR-CCRI shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by the firm in the course of performing work of this Council. Neither the firm nor its workers shall have any claim on ICAR-CCRI for compensation or financial assistance on this account.
- 6 The firm shall be responsible for payment of Central Minimum wages in agriculture sector, EPF and ESI and liability under Employees Compensation Act etc. directly to all the workers account maintained by EPF & ESI as per prevailing Acts/orders of GoI. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it themselves. This Council or ICAR-CCRI in no case shall be a party to such a dispute. There shall be no employer & employee relationship between ICAR- CCRI and deployed persons.

- 7 The agency shall submit monthly bills along with list of workers and their mandays actually engaged and their individual bank accounts with proof of depositing the wages to their accounts.
- 8 While submitting the 2nd and subsequent month bill the agency must provide the details of the individual account numbers of EPF/ESIC and the contribution made to the accounts of labourers actually engaged pertaining to the previous month, only then the subsequent bill of the agency will be passed for payment.
- 9 The Institute shall make such payments by e-banking in the bank account of the agency after deducting income tax at source only if all the above clauses are complied with in true letter and spirit.
 - **V. 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 by delivering to them either personally or dispatched at the address herein given under registered post.
 - VI. Loss & damages: In case of any loss or damage done to the property of the Institute by the personnel provided by the agency, full damages will be recovered from the agency and the decision of the Competent Authority at the Institute in this regard shall be a binding on the agency.

VII. <u>Security deposit & Agreement:</u> The successful bidder will be required to deposit an amount of equivalent to 5 % of the total annual contract value as Security Deposit in the form of **DD/bank guarantee issued from approved financial institution with validity covering the contract period and an agreement** to this effect duly signed on non-judicial stamp paper of value of Rs. 500/- to the Institute within 2 weeks from the date of award of contract. Financial instrument with solvency certificate from such bank will not be accepted. The security deposit will be refunded to the agency only after satisfactory completion of the contract or adjusted against any liabilities / damages or loss of property etc., caused by the personnel deputed by the agency or agency itself. No interest is payable on the security deposit.

VIII. The Agency is advised to do a complete survey on its own of all the area / activities of the institute before offering rates.

IX. Risk Clause: ICAR-CCRI 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.

LIUQUIDATED 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 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 by **THE DIRECTOR, ICAR-CCRI** 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.

Yours faithfully,

Sd/-I/c. ADMINISTRATIVE OFFICER

ANNEXURE-III

INSTRUCTIONS TO BIDDERS

- 2. The tender is in two parts i.e. (1) Technical Bid and (2) Financial Bid. These bids duly filled shall be submitted online. Bids submitted offline will be summarily rejected. The Technical Bid uploaded on the portal must contain the scanned copy of EMD/Tender cost and all other requisite documents called for in the tender. Both bids (technical and financial) are to be uploaded on **GEM-Portal URL** <u>https://gem.gov.in</u> Special instructions to the Biddersfor the e-submission of the bids online through this e-Procurement Portal can be downloaded from CPP Portal **GEM-Portal URL** <u>https://gem.gov.in</u>
- 3. The two separate bids shall contain information as under:
 - a) **Technical Bid:** This shall contain the entire tender document, except **Annexure- VII**, which relates to the Financial Bid, with each page signed with the Rubber Stamp of the Bidder. This will also include the scanned copy of Earnest Money Deposit (EMD) amounting to Rs.1.00 Lakhs Only (Rupees One Lakhs only). Demand Draft should be drawn in favour of ICAR unit CCRI payable at Nagpur from any of the Scheduled Commercial Bank. All other required supportive documents towards eligibility and experience criteria as mentioned in **ANNEXURE IV** shall be submitted online. No price shall be mentioned in this document anywhere. If price is mentioned in the technical bid, the offer is liable to be rejected.
 - b) Financial Bid: This shall contain the schedule of rates duly filled in the BOQ format and submit online only
- 4. No conditional bid will be accepted. The EMD will be refunded to the unsuccessful bidders as soon as possible after a decision has been taken on the Tender and to the successful bidders after furnishing the required security deposit for the contract.
- 5. The tender must be in the prescribed formats only and shall be accompanied with all other necessary documents. The consolidated monthly amount to be charged has to be indicated in Indian Rupees both in words and figures (in the prescribed Performa of Financial Bid)and there shall be no correction or overtyping etc. The offers with any corrections/deviation in prices either in words/figures shall be summarily ignored. The conditional offer (s) shall, in no case, be accepted.
- 6. The work shall be awarded to a single firm whose consolidated bid value is the lowest meeting all scopes of work and fulfilling all the terms and conditions of the tender, with specific reference to the essential condition relating to the availability of requisites infrastructure/facilities and experience of similar nature.
- 7. The financial bids of only those firms whose technical bids are found responsive in technical bid evaluation only will be opened. The ICAR-CCRI reserves the right to reject all or any of the quotations/tenders and decision of the Director, ICAR-CCRI in the matter shall be final and binding.
- 8. The successful bidder shall have to deposit to 5% of the total annual contract value as performance security and within the time frame indicated by the Director, ICAR-CCRI.

- 9. The tendering firm has to carefully assess the scope of work with specific reference to the various Agricultural Field / Farm operations/ Laboratory Assistant etc. to be undertaken and understand the complete details of the service to be performed requisitioned. The tenderer may, in their own interest, inspect the site i.e. inside and outside of ICAR-CCRI, Amaravati Road, Nagpur where the services are to be provided. For any clarification as to the tender/scope of work or inspection of the premises, the prospective bidders may contact following officers for further information/spot inspection about the proposed farms / Labs to be entrusted to perform the required Agricultural / Horticultural services. The details of Officers to be contacted are:
- 10.For any help for submission of online bids, bidders may visit "help for contractor" tab on the website <u>www.eprocure.gov.in</u>.
- 11.No interest on Security Deposit and earnest money deposit shall be paid by the ICAR-CCRI to the tenderer.
- 12. The firm is being permitted to give tender in consideration of the stipulations on it's part that after submitting it's tender, it will not resign from its offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the EMD will be forfeited by the ICAR-CCRI. 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 it, in the manner prescribed by ICAR-CCRI.
- 13.The performance security shall be valid till all contractual obligations are fulfilled by the firm. The same shall stand forfeited in case of cancellation of the contract for any breach of contract or for any deficiency in the performance noticed during the currency of thecontract. <u>It shall be for 12 months from the date the firm starts providing Agricultural Field / Farm Services etc</u>. If the contract period is extended, the Bank Guarantee validity has to be extended accordingly.
- 14. The tenderer are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Person signing the tenders or other documents must ensure that he is an authorized person onbehalf of the firm to do so. The person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the person so signing had no authority to do so, the Council shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, <u>should be signed by the tenderer</u>.
- 15.Acceptance by the ICAR-CCRI will be communicated by FAX, email, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX, email/Expressletter etc. should be acted upon immediately.
- 16.Details of essential documents required for Technical evaluation of bids are provided in Annexure-IV.
- 17.The contract shall normally be awarded for a period of one year from the date of award or any shorter period that may be decided by the ICAR-CCRI. The Contract will be strictly monitored as per Scope of work given in **Annexure II** in respect of minimum standard defined in the said Annexure. In case, any shortcomings or deficiencies are noticed during the currency of contract period or any other contractual dispute, the contract can be terminated giving by one month notice. The decision of Director, ICAR-CCRI in this regard shall be final and binding.

- 18. The contract will be for a period of one year which can be extended for further period of one or more year on year's to year basis subject to satisfactory performance of the firm.
- 19.If the contract is terminated on the grounds of glaring shortcomings or deficiencies during the currency of its tenure including extended tenure, if any, the ICAR-CCRI shall have all rights to make suitable alternative arrangements for a period of 45 days from the date of such termination or till a new tender is finalized whichever is earlier and the difference in cost, if any, will be borne by the agency/contractor.
- 20.It shall be the responsibility of the firm to comply with all the provisions of acts, statutory requirements and Government instructions. If any statutory provision of any statute is violated in general concerning the work force employed and in regard to welfare of the personnel engaged for the work in particulars, then the performance security will be confiscated and firm will be blacklisted.
- 21. The personnel deployed by the Agency should not have any police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. The service provider will provide theduly filled police verification form of the personnel's to the ICAR-CCRI, Amaravati Road, Nagpur within fifteen daysof award of contract and will get them verified from the police authorities.
- 22.That no right, much less a legal right shall vest in the contractor workers to claim/have employment or otherwise seek absorption in the ICAR-CCRI nor the contractor workers shall have any right whatsoever to claim the benefits and or emoluments that may be permissible or paid to the employees of the ICAR-CCRI. The worker will remain the employees of the Agency/Contractors and will be the sole responsibility of the Agency to make it clear to their worker before deputing on work at ICAR-CCRI, Amaravati Road, Nagpur. There is no Master and Servant relationship between the employees of the service provider and the ICAR-CCRI, Amaravati Road, Nagpur and further that the said personnel of the service provider shall not claim for any employment or absorption in the ICAR-CCRI by virtue of their engagement for this work.
- **23.** The service provider's personnel shall not claim any benefit/ compensation/ regularization/ absorption of services from the Council under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. <u>Undertaking from the persons to this effect shall be required to be submitted by the service provider to ICAR-CCRI.</u>
- 24. The service provider's personnel shall not divulge or disclose to any person any details of office, operation process, technical know-how, security arrangements, administrative and organizational matters as all of these are confidential in nature.
- 25. The employees for the contract shall be of good character and of sound health. The serviceprovider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of Pan/Gutka, Smoking, using speakers for listening to music and loitering without any work. The workers shouldnot be below the age of 18 years and above 60 years.
- 26.The service provider shall replace immediately any of its personnel, if not unacceptable because of security risk, incompetence, conflict of interests and breach of confidentiality or improper conduct upon receiving a written notice from any staff of the ICAR-CCRI, Nagpur.

- 27.The damage caused, if any, to ICAR-CCRI, Nagpur and its property through the acts of the firm and/or by its workers shall be made good by the agency and decision in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by contractor or its staff or otherwise any harm done to its properties, designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceeding as well as pay penalty which the Director, ICAR-CCRI may deem fit.
- 28. As the knowhow of majority of workers who work in Agricultural field in limited, the service provider has to take complete responsibility to satisfy them at the regular payment of ESI, EPF, issue of cards, (E-Pehachan) facilitating settlement of their EPF contribution ensuring medical benefits under ESIC etc. The service provider has to take complete responsibility for mobilizing the required manpower throughout the year and to address their all issues. <u>Hence, to ensure all these facilities to the workers, to cover for the expenditure involved in this regarding, the service provider has to quote reasonable and adequate enough service charges accordingly. Service providers are advised not to quote low / freak service charge to get the contract and later fail in providing quality services.</u>
- 29. The contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having jurisdiction or authority, which in any manner may affect their engaged or employed staff and anything related to carry out the work. All the rules & regulations & bye-laws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
- 30. The contractor shall be responsible <u>for all injury and accident to persons employed</u> by him while on duty. The procuring entity shall not be liable for any compensation in any case. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.
- 31. In the event of any loss being caused to the ICAR-CCRI, Nagpur of the negligence of the duty by the Agency/Contractor's employees, the Agency/Contractor shall the loss sustained to the ICAR-CCRI, Nagpur either by replacement or on payment by adequate compensation.
- 32. The Agency/Contractor shall not appoint Sub-Contractor to carry out any obligation under the contract and under such case agreement will be declared as void and such act of contractor will be taken as breach of Contract and resultantly his Security Deposit shall be forfeited and contract shall be terminated.
- 33. Agency Should have its office in Nagpur (Maharashtra). And submit evidentiary proof in this regard. Failure to comply this direction, Director ICAR-CCRI reserve's the right to cancel the contract.
- 34. Director, ICAR-CCRI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR-CCRI, Nagpur for any justifiable reasons, not mandatory to be communicate to the tenderer.
- 35. The Agency/Contractor shall abide by all laws of the land including Labour Laws, Company Act, tax deduction liabilities, Welfare measure of its employees and all other obligations in such cases and are not essentially enumerated and defined herein, whatsoever.
- 36. The ICAR-CCRI reserves the right to ask and requires the contractor to remove any person deployed by him without assigning any reasons/notice.

- 37. The Agency/Contractor shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency/Contractor is found misbehaving with the ICAR-CCRI, Nagpur the Agency/Contractor shall immediately withdraw such employees forthwith at their own risk and responsibility. The Agency shall issue necessary instructions to its employees to act upon the instruction given by the supervisory staff of the ICAR-CCRI, Nagpur staff.
- 38. Any dispute arising out of and in relation to this agreement shall be referred to the Director, ICAR-CCRI. His decision will be binding on the contractor.
- 39. The duration of the contract shall be initially for one year or more extendable for further two more years on satisfactory performance and mutually agree terms and conditions.
- 40. The contract can be terminated even earlier by giving one-month prior notice by either party in writing on account of any of the following reasons:
 - a) On account of unsatisfactory performance
 - b) breach of contract clauses(s)
 - c) Persistently neglecting to carry out his obligations under the contract

41. The contractor shall have no claim for compensation for any loss sustained by him by reasons of having employed personnel or purchased machines and material for the work.

42. Proper naming of the supporting documents is advisable.

Example: File name shall be: 1) Registration certificate

2) Bank solvency certificate and so on

Yours faithfully,

Sd/-

I/c. ADMINISTRATIVE OFFICER

ANNEXURE-IV

CHECKLIST FOR TECHNICAL BID EVALUATION

Sr.	Sr. Documents (Strictly as per details below)							
No.		be Fille d by Bidd er	numb er					
1.	Scanned copy of Registration Certificate of the firm under Company/Shops & Establishment act of the respective state for this purpose The contractor/firm must have a valid registration with the contract labour (Regulation & abolition) Act, for providing such services.							
2.	Scanned copy of an undertaking as per attached format duly attested by Notary on a non- judicial stamp paper of value of Rs.100/- or above (Rupees One Hundred or above) regarding their non- blacklisting by any of the Govt. Departments, Public Sector undertakings and/or by Central Vigilance Commission.							
3.	Scanned copy of valid latest Bank solvency certificate for Rs. 1.00 Crore The bank solvency Certificate should be of one year.							
4.	Scanned copy of Certified Profit and Loss Account and Balance sheet of the firm for the last 3 financial year of the service of the contract by the Charted Accountant.							
5.	The firm should have minimum annual turnover or Rs.1 Cr. for last three financial years.							
6.	Scanned copy of last Three years (2021-22 to 2023-24) continuous experience of the firm to undertake perform Agricultural Field / Farm Operations in Govt. (Centre/State) Departments/Autonomous bodies/PSUs/PSES/ other equivalent govt. organizations of high repute.							
7.	Scanned copy of EPF and ESIC certificate issued by Govt. of India/State Government etc							
8.	Scan copy of the firm must have certificate of GST issued by the Government.							
9.	Scan copy of documentary proof of minimum 100 nos. of workers (Agriculture Labourers/ Labours) registered under ESIC and EPF & working in a single unit /organization & produce deployment proof (challan of ESIC and EPF of last 3 months).							
10.	Scan copy of Whether the firm has any legal suit/criminal case pending against it for violation of EPF/ESI, Minimum wages Act or other laws (give details).The firm must enclose an affidavit form that notary to this effect that there is no criminal/legal suit pending or contemplated against it.							
11.	Scan copy of PAN no. of the firm/proprietor and income tax return of last 3 years							
12.	Scan copy of Valid license issued in the recent past by the office of the C e n t r a l Labour Commissioner for providing Agriculture Field/ Labours (minimum 50 workers).							
13.	Scan copy of the firm should have executed at least one work order of Rs.25.00 Lakh relating to Agricultural Field / Farm Operations / Labours / Labor a to ry / in Central / State Govt. Department / Institutions / Reputed Govt. organizations for the period of last three years. and every year.							
14.	Scan copy of Bid security/Earnest Money Deposit (EMD) of Rs.1.00 Lakhs (Rupees: One Lakhs only) in the form of Demand Draft/FDR/Bank Guarantee Pay order/ Banker Cheque issued by any nationalized/ scheduled commercial 14							

	bank in favour of "ICAR unit CCRI", payable at Nagpur or valid exemption certificate (NSIC or MSME etc.)	
15.	Scan copy of Tender acceptance letter Annexure-V has to be mandatorily uploaded	
	Agency Should have its office in Nagpur (Maharashtra). And submit evidentiary proof in this regard. Failure to comply this direction, Director ICAR-CCRI reserve' the right to cancel the contract.	

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

Sd/-I/c. ADMINISTRATIVE OFFICER

ANNEXURE – V

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

To,

The Director ICAR-Central Citrus Research InstituteAmravati Road, Nagpur – 440033.

Sir,

It is confirmed that I/we have fully understood the scope of work and all other requirements for Annual / works/ services contract for undertaking Agricultural Field / Farm etc. at Regional Research Center for Citrus.

- 1. I/We have understood the total quantum of work by going through the tender document and/by visiting the campuses at ICAR-CCRI, Amaravati Road, Nagpur
- 2. I/We gathered all information needed to understand the requirement of this service contract as per the given details in the prescribed Annexures of the Tender documents.
- **3.** I/We have hereby agree to the Terms and Conditions of the Contract as detailed in the tender documents and if given an opportunity to provide services, then agree to execute an agreement as per prescribed proforma given in **Annexure VIII**.
- 4. I/We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
- 5. I/ We undertake that there are no any legal suit/criminal cases pending against our firm for violation of EPF/ESI, Minimum wages Act or other laws. And there is no criminal/ legal suit pending or contemplated against us. Affidavit from notary is enclosed along with tender documents.
- 6. I/ We are not blacklisted by any Government organization in the field of providing service contract for the Security Services.
- 7. We also understand that the contract is liable to be cancelled if found to be obtained through fraudulent means or by concealment of information/facts.

This offer is made to be valid for acceptance by ICAR-CCRI within 90 days from the dateof opening of the technical bid.

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

ANNEXURE-VI

General Information & Other Terms & Conditions of The "Annual supply of Manpower on Contract for Day to Day Maintenance work of Farm Management in Agricultural Field/Farm etc. at the ICAR-Central Citrus Research Institute, Amravati Road, Nagpur.

SCOPE OF WORK:

The contractors are advised to visit the Institute at any working day before the last date of submission of bid to get acquainted with nature of work and the quantum of work, and understand the requirement of institute with Chairman, FMC and Incharge of Farm

Sl. No	Crops / Laboratory / Unit	Sr.No.	Operations / Activities	Cost
1.	Day to day Maintenance work of Farm Management (Unskilled Manpower)	1.	Filling of pits with soil + sand + manure mixture/cubic meter	
		2.	Planting of budlings or seedlings in pits (per 100 plants)	
		3.	Mulching per 100 plants of less than 5 years of age (1.00 meter radius, 6-8 cm mulch thickness) taking the grass near the block	
		4.	Mulching per 100 plants of 5 or more years of age (1.5 meter radius, 6-8 cm mulch thickness) taking the grass near the block	
		5.	Mulching per 100 plants along with lifting of grass from a distance of 500 m 1 Km for less than 5 years of age (1.00 M meter radius)	
		6.	Mulching per 100 plants along with lifting of grass from a distance of 500 m 1 Km	
		7.	for more than 5 years of age (1.5 meter radius)	
		8.	Dead wood pruning and spraying with fungicide per 100 plants per day of less than 5 years of age and lifting and throwing away the pruned material at a distance of 0.5 to 1 km either by wheel barrow/power tiller/tractor trolley.	

9.	Uprooting of dead trees per tree more than ten year of age and shifting up to a distance of approximately 0.5 to 1 km either by wheel barrow/power tiller/tractor trolley.
10.	Bordeaux pasting per 100 plants of less than 5 years of age up to a height of 1.5 feet.
11.	Bordeaux pasting per 100 plants of 5 or more years of age up to a height of 2.5 feet.
12.	Harvesting of fruits and seed extraction/1000 fruits of Citrus SPP
13.	Seed extraction from fruits/1000 fruits of Citrus SPP
14.	Cleaning of existing drainage channel (depth one/two feet) per running meter
15.	Basin cleaning with hoeing (<i>Chalni/gudaee</i>) covering canopy area of 1 meter radius per plant of less than five years of age (per 100 plants)
16.	Basin cleaning with hoeing (<i>Chalni/gudaee</i>) covering canopy area of 1 meter radius and fertilizer application and mixing per plant of less than five years of age (per 100 plants)
17.	Digging of pits of 2.5 feetx2.5feetx2.5feet size
18.	Basin cleaning with hoeing (<i>Chalni/gudaee</i>) covering a canopy area of 1.5 meter radius and fertilizer application and mixing per plant of 5 or more years of age (per 100 plants)
19.	Basin cleaning with hoeing (<i>Chalni/gudaee</i>) covering a canopy area of 1.5 meter radius per plant of 5 or more years of age (per 100 plants)
20.	Digging of channel of size 0.5 m width x 0.75 m depth per cubic meter
21.	Pit digging/excavation per cubic meter
22.	Spraying of insecticides/pesticides or other chemicals per 100 plants of less than five years of age
23.	Spraying of insecticides/pesticides or other chemicals per 100 plants of 5 or more years of age

24.	Spreading of drip irrigation assembly (laterals/emitters etc) in orchards per 500 plants in one day.
25.	Rewinding of drip irrigation assembly (laterals/emitters etc) in orchards per 500 plants
26.	Filter cleaning work + control value operation (15 filter/day)
27.	Installation of New Drip Irrigation system (0.25 acres/day)
28.	Digging/Channel making for Drip Irrigation mainline/submain.
29.	Dripline checking/polytubes and drippers checking and cleaning of polytubes. (500 mtr of laterals per day)
30.	Watering plants (approx.20-30 litres/plant) with hose pipe for plants of less than five years of age /100 plants /application.
31.	Watering plants (approx.40-50 litres/plant) with hose pipe for plants of five or more years of age /100 plants /application.
32.	Harvesting of mandarin, mosambi, pommel, grapefruit or rootstock fruits per 1000 fruits
33.	Grass cutting (per 100 square meter) and collecting
34.	Grass cutting manually (per 100 square meter) by sicle and collecting
35.	Grass Cutting by brush cutter (100 sq. mtr.)
36.	Shifting of excavated stones/pebbles/boulders up to a distance of 0.5 -1.0 km by Tractor Trolly.
37.	Providing water with tanker per 100 plants (less than 5 years plants) 10-20 litres per plant
38.	Providing water with tanker per 100 plants (more than 5 years plants) 50-80 litres per plant
39.	Tractor ploughing/harrowing cultivator operation per hour with tractor driver, diesel and other consumables
40.	Helping in miscellaneous farm jobs per manday.

	Tractor cultivating /harrowing per hector with Tractor, Driver, Diesel and other consumable	
	Application of FYM truck (200 cu.ft.) within area of 200 mtr.	

Signature of the Contractor / Agency

(To Be Submitted Only Electronically / Online)

Following terms and condition should be followed during submission of financial bid / Price Schedule

- 1. Scope of work mentioned in Annexure VI
- 2. BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.
- 3. Bidders are allowed to enter the Bidder Name and Values only
- 4. Minimum Wages latest order with VDA should be filled up as per Labour Commissioner order.
- 5. Lumsum cost should be filled up for the Sl. No. excluding the sl. no. mentioned in Note 03 above. Lumsum cost should be inclusive of Minimum wages with VDA, EPF, ESIC, Bonus, etc.
- 6. If applicable GST will be paid as per rule
- 7. While quoting the Service Charges please ensure that the Income Tax Rules for TDS deduction should be fulfilled

-Sd/-

I/c. ADMINISTRATIVE Officer