



भारत अनुप - राश्रीय पशुरोग जानपदिक एवं सूचना विज्ञान संस्थान
ICAR-National Institute of Veterinary Epidemiology and Disease Informatics

भारतीयकृषिअनुसन्धान परिषद्, रामगॉडनहल्ली, येलहंका, बेंगलुरु - 560064

ICAR Campus, Ramagondanahalli, Post Box No: 6450, Yelahanka, Bengaluru - 560064

Ph: +91 80 23093100 Fax: + 91 80 23093222

GST No.29AAAGI0142J1ZK



E-TENDER DOCUMENT (TWO BID SYSTEM)

E-TENDER FOR ANNUAL JOB / WORK CONTRACT TO PROVIDE MANPOWER SERVICES ON OUTSOURCING BASIS FOR ADMINISTRATIVE / SECRETARIAL/HOUSE KEEPING WORK AT ICAR-NIVEDI, RAMAGONDANAHALLI, YELAHANKA, BENGALURU-560 064

Contact Details: Administrative Officer

**ICAR- National Institute of Veterinary
Epidemiology and Informatics, Ramagondanahalli,
Yelahanka, Bengaluru – 560 064.**

Tel: 080-23093100, Fax: 080-23093222

Website: <http://www.nivedi.res.in>

CPPP: <https://eprocure.gov.in>



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F. No. 5-515/P&S/NIVEDI/2019-20/

Dated: 06-01-2020

SUB: E-TENDER FOR ANNUAL JOB / WORK CONTRACT TO PROVIDE MANPOWER SERVICES ON OUTSOURCING BASIS FOR ADMINISTRATIVE / SECRETARIAL WORK/HOUSE KEEPING AT ICAR-NIVEDI, RAMAGONDANAHALLI, YELAHANKA, BENGALURU.

ICAR- National Institute of Veterinary Epidemiology and Disease Informatics

(ICAR-NIVEDI) is a public funded Research Organization under Indian Council of Agricultural Research, Department of Agricultural Research and Education, Ministry of Agriculture and Farmers Welfare, Government of India.

The Director, ICAR- NIVEDI invites online limited tenders in Two Bid System through e- procurement from reputed firms with proven track record to provide Manpower Services for Administrative / Secretarial work/House Keeping services on Outsourcing basis on Annual Job / Work contract basis at ICAR-NIVEDI, Ramagondanahalli, Yelahanka, Bengaluru. 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:

CRITICAL DATA SHEET

TENDER NUMBER	5-515/P&S/NIVEDI/2019-20
TENDER COST	Rs: 1000/- (Rupees One Thousand Only) (Non-Refundable) in the form of Demand Draft /BC in favour of Director, ICAR-NIVEDI payable at Bengaluru.
DESCRIPTION OF WORK	Annual Job/Work contract to provide Manpower Outsourcing Services for Administrative /Secretarial Work /House Keeping at ICAR-NIVEDI , Ramagondanahalli, Yelahanka, Bengaluru TYPE OF TENDER Two Bid System (Technical & Financial)
BID SUBMISSION START DATE AND TIME	06-01-2020 at 13.00 hrs. onwards
BID SUBMISSION END DATE AND TIME	27-01-2020 up to 13.00 hrs.
DATE AND TIME OF OPENING OF TENDERS (TECHNICAL BID)	28-01-2020 at 14.00 hrs.
DATE AND TIME OF OPENING OF TENDERS (FINANCIAL BID)	Will be intimated later
BID AVAILABILITY	90 days from the date of Technical Bid opening

EMD (To be submitted to ICAR-NIVEDI before 25.01.2020 16.00 hrs.)	Rs: 1, 80,000/- (Rupees One lakh eighty thousand Only) in the form of Demand Draft in favour of Director, ICAR-NIVEDI payable at Bengaluru.
EMD VALIDITY	90 days from the date of Technical Bid
SECURITY DEPOSIT (SD) PERFORMANCE SECURITY (PS)	10% of the total contract value (Annually) in the form of Demand Draft/Bank Guarantee /FDR in favour of Director, ICAR unit, ICAR-NIVEDI.
VALIDITY OF SD & PB	90 days after the expiry of the contract
DETAILS OF TENDER	Tender documents and Notice is also available on ICAR-NIVEDI www.nivedi.res.in

3. Scope of the proposed work 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:

3.1	Letter of Invitation	ANNEXURE-I
3.2	Manpower classification with designation and remuneration	ANNEXURE-II
3.3	Instructions to Bidders	ANNEXURE-III
3.4	Check List for Technical Bid Evaluation	ANNEXURE-IV
3.5	Tender Acceptance letter	ANNEXURE-V
3.6	Financial Bid (BOQ)	ANNEXURE-VI
3.7	Mandate form for banking details	ANNEXURE-VII
3.8	Pre-receipt	ANNEXURE-VIII
3.7	Draft Agreement	ANNEXURE-IX
3.8	Advance Tender search	ANNEXURE-X

4. The entire tender document including all Annexures, except the Financial Bid in Annexure VI, will be part of the Technical Bid which also must contain the scanned copy of DD/ Banker's cheque towards EMD, cost of the tender document or copy of the exemption certificate and all other requisite documents called for in the tender. Both bids (technical and financial) are to be uploaded on CPP Portal (www.eprocure.gov.in/eprocure/app). **Original EMD & Tender cost or EMD & Tender cost exemption certificate (NSIC Certificate) must be submitted without fail to ICAR- National Institute of Veterinary Epidemiology and Disease Informatics, Ramagondanahalli, Yelahanka, Bengaluru** before the last date of submission of Tender on CPP Portal. In absence of these documents i.e., EMD and Tender cost proof or Exemption certificate, tenders will be summarily rejected. Hence, those firms which are not having exemption from paying EMD & Tender fee are requested to apply tender well in advance. Special instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal can be downloaded from CPP Portal (www.eprocure.gov.in/eprocure/app).

Yours faithfully,

(V.RAGHURAMAN)
ADMINISTRATIVE OFFICER

Copy to:

1. The Officer I/c (Computer), ICAR-NIVEDI, Bengaluru for uploading on ICAR-NIVEDI Website.
2. PA to Director for kind information.



भाकृअनुप - राशुीरुड डशुुरुग ऑरुनडदरुक ँवुं सुऑरुनरु वरुऑरुन संसुथरुन
ICAR-National Institute of Veterinary Epidemiology and Disease Informatics

भरुतरुीरुडकृषरुडरुनुसनुधरुन डरुषरुद, ररुडगुुंडनहलुुी, डेलहंकरु, डुंगलुरु - 560064

ICAR Campus, Ramagondanahalli, Post Box No: 6450, Yelahanka, Bengaluru - 560064

GST No.29AAAGI0142J1ZK



TENDER NOTICE

F. No.5-515/P&S/NIVEDI/2019-20

Dated: 06-01-2020

The Director, ICAR- NIVEDI invites online tender in Two Bid System through e-tendering from reputed firms with proven track record to provide Manpower Services for Administrative / Secretarial Work/ House Keeping through Outsourcing basis on Annual Job/ Work contract basis at ICAR-NIVEDI, Bengaluru. Eligible firms may submit tenders/bids online on CPP Portal (www.eprocure.gov.in/eprocure/app) from 6-1-2020 to 27-1-2020. Tenderers are required to submit all the documents online only. Details also can be obtained from www.nivedi.res.in

(V.RAGHURAMAN)
ADMINISTRATIVE OFFICER



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ANNEXURE-I

LETTER OF INVITATION

Dear Tenderer,

.....
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.....
.....

Online bids are hereby invited on behalf of the Director, ICAR- NIVEDI, Bengaluru for Job/ work contract to provide Manpower Services on Outsourcing Basis (Administrative / Secretarial Work/House Keeping) at ICAR- ICAR-NIVEDI, Yelahanka, Bengaluru. The terms and conditions of the contract are detailed in the tender document. Please submit your offer if you are in a position to provide the requisite services in accordance with the requirements stated in the attached Annexures. **Submit your all documents both relating to Technical and Financial bid online only before tender closing date.**

1. An earnest money of Rs.1,80,000/- (Rupees One lakh eighty thousand only) must be deposited in the form of Demand Draft/Pay Order payable to the Director, ICAR unit-ICAR-NIVEDI and payable at Bengaluru. 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 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- NIVEDI.
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-NIVEDI 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/ fax/ 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/ fax / letter should be acted upon immediately.

5. Essential documents required for technical evaluation of bids are detailed in **Annexure IV**.

Yours faithfully,

(V.RAGHURAMAN)
ADMINISTRATIVE OFFICER

ANNEXURE-II

MANPOWER CLASSIFICATION (SCOPE OF WORK) WITH WAGES

Sl No	Category	Applicable Wages including VDA as per Order no. 1/36(1)/2019-LS-II of Chief Labour Commissioner, Ministry of Labour & Employment, Govt. of India, New Delhi	EPF @ 13.0%	ESIC @ 3.25%	Grand Total
1.	Unskilled	9958	1294.54	323.64	11576.18
2.	Semi-skilled	10920	1419.60	354.90	12694.50
3.	Skilled/Clerical	11830	1537.90	384.48	13752.38
4.	Highly skilled	13104	1703.52	425.88	15233.40

Sl. No.	Particulars of work No. of Persons required	Place of work	Scope of work
I. UNSKILLED CATEGORY			
1.	Cleaning and Sanitation work – 17 Nos	Main Building consisting of Ground, First floor Biosafety Lab, BMS, Utility Building, ETP, Training cum Farmers Hostel, Laboratory Block	<p>Sweeping & mopping of corridor, office, wash basin, tables and laboratory tables</p> <p>Sweeping & mopping of corridor, Biosafety laboratories, CIF, wash basins, tables and laboratory tables</p> <p>Sweeping & cleaning of road, car parking and surrounding area of office/Biosafety lab building</p> <p>Sweeping & cleaning of ETP building, Sweeping & cleaning of Utility building, Sweeping & cleaning of Training Cum Farmers hostel of toilets in such a way that no stain/mark is left in toilets/sanitary wares/ closets.</p> <p>Cleaning of waste paper baskets and its disposal at specified place</p> <p>Cleaning of glass panels of office with soap/cleaning liquids.</p> <p>Cleaning of glass panels of Biosafety lab as per standard procedure.</p> <p>Dusting & cleaning of windows, doors, ceiling fans and ceiling of each room, corridor and laboratory</p> <p>Collection of Laboratory garments/office towels for cleaning and laundering for reuse.</p>
II. SEMI SKILLED CATEGORY			
1.	Laboratory/Office/ Other support service Attendants – 8 Nos.	Biosafety lab, Office Utility block	<p>Washing, cleaning & sterilization of glass wares/plastic wares with proper care in handling</p> <p>Cleaning & maintenance of laboratory equipments</p> <p>Cleaning of contaminated glass wares with detergents & packing</p> <p>Autoclaving, Media preparation, Vialing of serum samples, storage of cultures Carrying files & records from place to place.</p> <p>Cleaning of Tables and chairs, Proper maintenance of rooms, Photocopying, filing of papers, indexing</p> <p>And other office related jobs</p>
2.	Gardner/Mali – 2 No.	Campus of NIVEDI	<p>Maintenance of Garden beautifully with plants, lawn</p> <p>Planting of seedlings and seeds in the garden</p> <p>Watering to the plants</p>

III. SKILLED CATEGORY			
1.	Electrical/Plumbing/Lab Assistance -03 No.	Whole Building including Biosafety lab, Admn building, Utility block, ETP	To fix tube lights and other electrical fittings, repairs, attend electrical complaints, to repair water taps/plumbing etc. as and when Needed.
2	Office Assistants (6 Nos)	Training cum Farmers hostel Clerical & office related works	Data entries in Computer Typing of letters/scientific papers filling, docketing of papers photocopying work other related work in office
IV-HIGHLY SKILLED CATEGORY			
1	Driving of Office Vehicles – 03 Nos. (Maruthi SX4, Tavera & SML MiniBus)	Vehicle	Driving vehicles on all working and other days as per the schedule of duty Dusting & washing of vehicles Maintenance & minor repairing work as and when needed. Vehicles have to be kept clean and tidy.
2	Computer Maintenance & Data Entry - 1 No.	All Computers & accessories installed in Office	Maintenance & minor repairs of Computers (Desktop & laptop), Printers & accessories. Attending day to day complaints in respect of Computer & Accessories Operation of LCD projector as and when required Date entry in computer
3	Assistants (8)	For Stores, Purchase, Cash, Bill, Audit & Accounts, PME, NADRES ETC.	

NOTE: NUMBER OF POSITIONS/WORKS MAY INCREASE OR DECREASE DEPENDING UPON THE REQUIREMENT.

GENERAL TERMS & CONDITIONS

- a) Based on the requirement of each job as in Annexure-I, the agency shall deploy the persons having required qualification as mentioned in the schedule of requirement category wise. In case the Institute in its discretion finding any person so deployed as not desirable or found not suitable for whatever reasons in the sole discretion of NIVEDI and upon being notified by NIVEDI, the agency shall be liable to withdraw such persons forthwith and substitute by a persons acceptable to the NIVEDI.
- b) The personnel shall be available for work on all office days from 9.00 a.m. to 5. 00 p.m. or as per time fixed by the NIVEDI authority. However, depending on the exigencies of work, the personnel may be required to work late beyond office hours or on closed holidays for which they will be compensated.
- c) The personnel engaged by the agency for this contract will not be an employee of the Institute and there will be no employer-employee relationship between the Institute and the personnel 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 under the minimum wages act and the Institute shall in no way be responsible for meeting any kind of expenditure on wages etc. to these personnel.
- e) The Agency shall ensure the payment of wages to their personnel deployed at this Institute by **e-banking** to their accounts and should provide the wage slip to the personnel. 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 awarding the work contract, the contractor must submit the number of personnel to be engaged along with the details of their names, addresses, proof of date of birth, their Bank Account number and Two Photographs within 15 days and then onwards every month alongwith bills through I/C Estate Section. 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. The contractor should also submit the Electronic-cum-challan (ECR) for having made the remittances of EPF and ESI 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.
- h) He/ she should ensure that the Personnel deployed are paid every month the **wages as fixed by the NIVEDI from time to time** and necessary contributions towards EPF, ESI, 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 laborers engaged, wages registers with signatures, monthly contribution of EPF & ESI registers. **He / she has to produce all such registers as and when required by the Office.**
- j) He/ she should ensure that the Personnel deployed maintain high level of discipline and punctuality. If any labour is found involved in any mischievous activity such personnel should immediately be removed from the work permanently.
- k) The persons supplied by the service provider should not have any adverse police records/criminal cases against them. The service provider should make adequate enquiries about the character and antecedents of the persons provided for executing outsourced services. The service provider should obtain a police verification report and keep it on record.
- l) The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, administrative/organizational matters as all are confidential/secret in nature.

m) The service provider's personnel should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of the institute. The service provider shall be responsible for any act of indiscipline or otherwise on the part of persons deployed by him.

n) The service provider shall ensure proper conduct of his personnel in office premises and enforce prohibition of consumption of alcoholic drinks, paan, tobacco, gutka, smoking, loitering without work etc.

o) The service provider shall arrange for a substitute well in advance if there is any probability of a person leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

p) All the persons deployed at the Institute **will carry identity cards issued by the agency.**

q) The agency shall furnish experience of performing contract for Providing Manpower services on outsourcing in reputed Govt./semi Govt. buildings and other organizations.

r) 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 may be made at least for two months without waiting for the release of the payment from the Institute.

s) This Institute implements the provisions of RTI Act, 2005. All information provided by the Tenderers under this Tender is liable to be disclosed.

t) There should be no legal suit/criminal case pending or contemplated against the proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any laws in force. The Agency must disclose declaration at the time of submission of bid

u) The IT deducted at source and such other taxes levies as are required by law to be deducted shall be deducted from the charges payable to the agency.

v) No Labour should be deployed who is more than 55 years of age.

w) Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and ICAR-NIVEDI will not entertain any claim whatsoever in this respect. However, any other which is as per the rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.

x) Changing of Staff should be intimated to: Director/AO of ICAR-NIVEDI, Bengaluru.

y) The staff provided should also maintain secrecy and discipline in the premises of Institute.

z) Payment of **Service Charge** will not be enhanced during the tenure of the contract extended period in any case whatsoever.

3. ELIGIBILITY CONDITIONS:

a. The agency should have at least five years of experience in execution of contract for Providing Manpower services on outsourcing basis in reputed Govt./Semi Govt. undertaking & other establishments etc..

b. Turnover for the last 3 (three) years should be at least 2.0 Cr. minimum per annum. Balance Sheet/Profit & Loss account duly certified by the Chartered Accountant indicating the Turnover per annum should be enclosed.

c. The agency must have undertaken and completed Manpower Services for Administrative / Secretarial Work/House Keeping to the extent of Rs. 75.00 lakh. and above in central / State Govt. Department/Institutions/reputed organization during the last 3 (three) years and copies of documents in support of the above should be enclosed.

- d. Registration of GST.
- e. Registration with EPF department.
- f. Registration with ESI department.
- g. Registration of the establishment under shops and establishment act.
- h. Valid license issued in the recent past by the office of the Central Labour Commissioner for providing Manpower services on outsourcing basis.
- i. Client list.
- j. Registration with Income Tax department (copies of PAN&IT returns for the last three years).
- k. The Agency should enclose copies of the payment made to its existing Manpower personnel for the last two months in terms of wages through Bank, and copies of ECR in respect of EPF/ESI remittances made pertaining to the local area operations in support of the condition (individual statements to be enclosed).
- l. The Registered Office or one of the branch offices of the service provider company should be located in Bengaluru.
- m. The service provider company shall submit affidavit stating that the company is not /has not been black listed by any Institute/Ministry/Department of Government of India/State Government/ Private Sector companies/PSUs/Banks etc.
- l. The above documents are mandatorily required based on which the evaluation of Technical Bid (Annexure-IV) will be made. In case any of the mandatory information is not furnished along with the valid supporting documents, the Technical Bid (Annexure-IV) is liable to be rejected. Financial bids of only those firms, whose technical bids are found responsive, will be opened on specified date/time, fixed by the office with advance intimation to the responsive bidders through the website or any other mode of communication.**

4. Evaluation of the quotation/tender:

(a) 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 minimum wages 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. **In case two or more firms have quoted same service charge which considered to be lowest then;**

(i) Based on average annual turnover of the last three years as per audited Profit & Loss Account duly certified by the Chartered Accountant the firm with higher turnover will be given preference and award the contract.

(ii) If the turnover is also the same for two or more firms, then the firm with long existence in the specific field will be given preference and award the contract.

5. Terms of the contract: Initially the term of the contract will be for one year and extendable for another year on mutually agreed terms and conditions.

6. Mode of payment:

I. The agency shall submit monthly bills along with list of personnel actually engaged and their individual bank accounts with proof of depositing the wage amount to their accounts.

II. While submitting the 2nd month bill the agency must provide the details of the individual account numbers of EPF/ ESI and the contribution made to the accounts of workers actually engaged pertaining to the previous month, only then the subsequent bill of the agency will be passed for payment.

III. The Institute shall make such payments by e-banking to 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.

7. **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.
8. **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.
9. **Security deposit & Agreement:** The successful bidder will be required to deposit @10% of annual billing amount immediately 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. 200/- 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.
10. The Agency is advised to do a complete survey on its own of all the area / activities of the institute before offering rates.
11. Any dispute arising out of this contract is subject to adjudication under the jurisdiction of Bangalore city court only.

ADMINISTRATIVE OFFICER

INSTRUCTIONS TO BIDDERS

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 CPP Portal (www.eprocure.gov.in/eprocure/app). Special instructions to the Bidders for the e-submission of the bids online through this e-Procurement Portal can be downloaded from CPP Portal (www.eprocure.gov.in/eprocure/app).

2. The two separate bids shall contain information as under:-

ONLINE BID SUBMISSION:

The online bids (complete in all respect) must be uploaded online in Two covers as explained below:

Cover-I (Following documents to be provided as PDF file)			
Sl. No.	Documents	Content	File types
01	Technical bid	Scanned copy of Tender Fee/its exemption, if any	PDF
02		Scanned copy of Bid Security (EMD)/its exemption, if any	PDF
03		Certified scanned copy of EPF/ESI	PDF
04		Signed and scanned copy of valid registration certificate of the establishment in "Form C" or appropriate forms obtained specifically for providing Manpower Services from the department of Labour of the respective State Governments under shops and Establishment Act.	PDF
05		Certified scanned copy of GST registration	PDF
06		Certified scanned copy of Permanent Account Number (PAN)	PDF
07		Certified scanned copy of income tax return (ITR) for the last five years(Enclose copy of IT returns acknowledgement for the year 2014-15, 15-16, 16-17, 17-18 & 18-19)	PDF
08		Certified Scanned copy of satisfactorily/work completion certificate issued by Central Govt. establishments/State Govt./Corporations of Govt. of India/Reputed Public or Private organizations for the same work for the last five years (2014-15 to 2018-19)	PDF
09		Scanned copy of Tender Acceptance as per Annexure V	PDF
10		Scanned copy of Mandate Form for Bank details (Annexure-	PDF
11		Affidavit stating that the agency is/has not been blacklisted by Central/State Government/PSU etc in any of its previous contracts	PDF
12		Scanned copy of check list	PDF
13		Signed and scanned copy of proof of minimum turnover of the firm not less than 75 lakhs during the last three financial years (16-17, 17-18 & 18-19). Balance sheet certified by the Chartered accountant indicating the Turnover per annum should be enclosed.	PDF
14		Certified and scanned copy of audited Balance/profit and loss account sheet of last three years (16-17, 17-18 & 18-19).	PDF

15		Certified copy of the payment made to its existing manpower/personnel for the last two months in terms of wages through Bank, and copies of ECR in respect of EPF/ESI remittances made.	PDF
16		Certified and scan copy of documentary proof of minimum 75 nos. of outsourcing workers registered under ESI/EPF separately.	PDF
17		Copy of licence obtained from the Labour commissioner (Central) under the contract labour (Regulation & abolition) Act, for providing such services.	PDF
18		Self-attested copy of ESI/EPF payment certificate for last 3 Years (2017-2019)	PDF
19		Pre-receipt as per Annexure- VIII	PDF
20		Signed and Scanned copy of details of present contracts, clientele list with performance certificate for past 3 years.	PDF
COVER-II			
01	Financial bid	Price bid (BOQ) to be filled in XLS format	XLS

- a) Technical Bid (cover 1) : This shall contain the entire tender document, except **Annexure- VI**, 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. 1,80,000/- (Rupees One lakh eighty thousand only) & tender cost amounting to Rs.1000/- (Rs. One Thousand only). Demand Draft should be drawn in favour of Director, ICAR unit-NIVEDI payable at Bengaluru 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 (cover 2): This shall contain the schedule of rates duly filled and signed in the prescribed formats i.e. **Annexure VI**.
3. Conditional bids shall not be considered and will be summarily rejected.
 4. 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 proforma 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 financial bid will be opened only for those bidders who qualify in the technical bid evaluation. The past performance of the bidders with user Departments will be an important criterion in evaluating the technical bid. The NIVEDI reserves the right to reject**

all or any of the quotations, and decision of the Director, ICAR-NIVEDI in the matter shall be final and binding.

7. The successful bidder shall have to deposit 10% of the total bid amount (calculated annually) as performance security and within the time frame indicated by the ICAR-NIVEDI.
8. The tendering firm has to carefully assess the scope of work with specific reference to the Manpower Services to be provided infrastructure/facilities requisitioned. The tenderer may, in their own interest, inspect the site i.e. inside and outside of ICAR- NIVEDI Bengaluru where the services are to be provided. For any clarification (s) as to the tender/scope of work or inspection of the premises, the prospective bidders may contact Administrative Officer, ICAR-NIVEDI, Bengaluru. The details of Officers to be contacted are:
 - a) Shri. V.Raghuraman, Administrative Officer- 080-23093101
 - b) Shri. Rajeevalochana, AAO-080-23093102
9. For any help for submission of online bids, bidders may visit “help for contractor” tab on the website www.eprocure.gov.in.
10. No interest on Security Deposit and earnest money deposit shall be paid by the ICAR-NIVEDI to the tenderer.
11. The firm 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 fail to observe and comply with the foregoing stipulation the EMD will be forfeited by the ICAR-NIVEDI. 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, in the manner prescribed by ICAR-NIVEDI.
12. 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 the contract.
13. 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 on behalf 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, should be signed by the tenderer.
14. Acceptance by the ICAR-NIVEDI 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/Express letter etc. should be acted upon immediately.

15. Details of essential documents required for Technical evaluation of bids are provided in Annexure-IV.
16. 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-NIVEDI. 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-NIVEDI in this regard shall be final and binding.
17. 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-NIVEDI 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.
18. The Service Charge quoted by the Agency shall be fixed during the period of the contract and no request for any change/ modification shall be entertained before expiry of the period of the contract/ during the extended period. The wages shall be as decided by the ICAR-NIVEDI.
19. It is the obligation of the agency to follow the wages issued by the ICAR-NIVEDI. The ICAR-NIVEDI 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 Institute. Neither the firm nor its workers shall have any claim on ICAR-NIVEDI for compensation or financial assistance on this account.
20. The firm shall be responsible for payment of wages, EPF and ESI and liability under Employees Compensation Act etc. directly to all the workers account maintained by EPFO & 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 Institute in no case shall be a party to such a dispute.
21. 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.
22. The personnel deployed by the Agency should not have any police records/criminal cases against them. The service provider shall furnish within fifteen days of award of contract the following documents in respect of the persons who are proposed to be deployed at this Institute.
- a) List of persons with full details i.e. date of birth, marital status, address, educational and professional qualification, experience etc.
 - b) Bio-data of the persons with photograph affixed.
 - c) Certificate of verification of antecedents of the persons by local police authority.

23. 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-NIVEDI 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-NIVEDI. The worker will remain the employee 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-NIVEDI. There is no Master and Servant relationship between the employees of the service provider and the ICAR-NIVEDI and further that the said personnel of the service provider shall not claim for any employment or absorption in the ICAR-NIVEDI by virtue of their engagement for this work.
24. The service provider's personnel shall not claim any benefit/ compensation/ regularization/ absorption of services from the Institute under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. **Undertaking from the persons to this effect shall be required to be submitted by the service provider to ICAR-NIVEDI.**
25. 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.
26. The employees for the contractor shall be of good character and of sound. The service provider 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 should not be below the age of 18 years.
27. The damage caused, if any, to ICAR 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-NIVEDI may deem fit.
28. The firm shall be responsible for making timely payment of due wages 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, 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 will not at all be liable.
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 for all injury and accident to persons employed by him while on duty. 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 occasioned to the ICAR-NIVEDI on account of the negligence of the duty by the Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained to the ICAR 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. **The agency is supposed to work on job contract basis and as such there will not be any separate payment for working on Saturdays, Sundays or other Gazetted / National holidays etc. and the same is to be included in the monthly service charge claim in the tender by the Contractor.**
34. Director, ICAR-NIVEDI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR-NIVEDI 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-NIVEDI reserves the right to ask and requires the contractor to remove any person deployed by him without assigning any reasons/notice.
37. Any dispute arising out of and in relation to this agreement shall be referred to the Director, ICAR-NIVEDI. His decision will be binding on the contractor.
38. The duration of the contract shall be initially for one year and extendable by another year on same rate, terms & conditions if the performance of agency is found satisfactory. The contract can be terminated even earlier by giving two months prior notice by either party in writing on account of any of the following reasons:
 - i) On account of unsatisfactory performance
 - ii) breach of contract clauses(s)
 - iii) Persistently neglecting to carry out his obligations under the contract
39. The contractor shall have no claim to compensation for any loss sustained by him by reasons of having employed personnel or purchased machines and material for the work.
40. If any of the contractual personnel is found misusing the letter heads/seals of the Institute such personnel shall be terminated immediately and it shall be the responsibility of the contractor to settle the claims and ICAR-NIVEDI shall not be held responsible in any manner.

LEGAL

- i. The service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident fund, and Employees State Insurance etc. in respect of the persons deployed by it in this Institute.
- ii. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Institute to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- iii. The Service provider shall maintain all statutory registers under the applicable laws. The Company shall produce the same, on demand to the concerned authority of this Institute or any other authority under law.
- iv. The Income Tax as per rule 94 (C) and GST TDS at 2% will be deducted at source as per rule and as amended from time to time.
- v. In case, the tendering company fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the institute is put to any loss, obligation, monetary or otherwise, the institute will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the company, to the extent of the loss or obligation in monetary terms.

(b) FINANCIAL

- i. Before the end date of the submission of the technical bid, refundable Earnest Money Deposit (EMD) (Rupees One lakh eighty thousand only) in the form of Demand Draft/Pay order drawn in favour of ICAR-UNIT, NIVEDI a/c payable at Bengaluru will have to be deposited failing which the tender shall be rejected summarily.
- ii. The EMD in respect of the company which does not qualify the Technical bid (First stage) or Financial bid (second competitive stage) shall be returned within 15 days of declaration of successful bidder. The EMD's shall not carry interest. Further, if the selected company fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
- iii. The outsourced personal to be hired shall be paid a fixed wage as conveyed above at part (I)(III) plus obligatory payments towards EPF/ESI/Service Tax/Cess as applicable. If a company quotes 'Nil' charges, the bid shall be treated as unresponsive and will not be considered. The Administrative/Service charges quoted should not be 'absurdly low'. The bidder may be asked to justify the charges in case the tendering committee finds the amount as 'absurdly low'. The decision of the tendering committee on quote for being 'absurdly low' would be final. These charges once fixed will remain fixed for the entire duration of the contract or for period of subsequent extension(s) and will not vary with the wage, minimum or otherwise.
- iv. The successful tenderer will have to deposit a performance security for a sum of Rs. 8,00,000/- or 10% of the total contract value whichever is higher, at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the account payee demand draft/Bank guarantee drawn in favour of the Director, ICAR-NIVEDI or Fixed deposit receipt (FDR) from a commercial bank made in the name of ICAR-UNIT, NIVEDI A/C, Bengaluru. The performance security should remain valid for a period of 60days beyond the date of completion of all the contractual obligations of the supplier.

- vi. In case of breach of any terms and conditions stipulated in the contract the Performance security deposit of the company will be liable to be forfeited by the Institute besides annulment of the contract.
- vii. The Company shall raise the bill, in triplicate, along with attendance sheet of the outsourced employees to the section under whom the outsourced personnel has been deployed in the first week of the succeeding month. The division concerned will send the bills duly verified to the concerned in charges for passing and payment. As far as possible, the payment will be released by the second week of the succeeding month.
- viii. The claims in bills regarding wages paid to the personnel deployed, Employees State Insurance, Provident fund, and service tax etc. should be necessarily accompanied with documentary proof, duly self-attested by the authorized representative of the company (including copy of schedule of payment showing contribution towards ESI, PF etc. A requisite portion of the bill/whole of the bill shall be held up till the proof is furnished at the discretion of the institute.
- ix. Settlement of disputes will be through a sole arbitrator to be appointed by the Director, ICAR-NIVEDI. The venue of arbitration proceedings shall be ICAR-NIVEDI, Bengaluru.
- x. The Director, ICAR-NIVEDI reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

E. Evaluation criteria:

a) The institute will evaluate and compare the quotations determined to be responsive i.e. which are properly signed, fulfill all the eligibility conditions, confirm to the terms and conditions and meet the minimum wages criteria and other statutory requirements. The institute will award the contract to the responsive bidder whose total cost for all the items put together is the lowest. In case two or more firms have quoted same service charge which considered to be lowest then;

(b) Based on average annual turnover of the last three years, the firm with higher turnover will be given preference and award the contract.

(b) if the turnover is also the same for two or more firms, then the firm with long existence in the specific field will be given preference and award the contract.

© In case of a tie both in the financial and technical scores, fresh tendering will have to be initiated.

Check list for Technical Bid Evaluation

Sl. No.	Documents to be uploaded	To be filled by Bidder (Yes/No)	Page number
1	Scanned copy of Tender Fee/its exemption, if any		
2	Scanned copy of Bid Security (EMD)/its exemption, if any		
3	Certified scanned copy of EPF/ESI		
4	Signed and scanned copy of valid registration certificate of the establishment in "Form C" or appropriate forms obtained specifically for providing Manpower Services from the department of Labour of the respective State Governments under shops and Establishment Act.		
5	Certified scanned copy of GST registration		
6	Certified scanned copy of Permanent Account Number (PAN)		
7	Certified scanned copy of income tax return (ITR) for the last five years(Enclose copy of IT returns acknowledgement for the year 2014-15, 15-16, 16-17, 17-18 & 18-19)		
8	Certified Scanned copy of satisfactorily/work completion certificate issued by Central Govt. establishments/State Govt./Corporations of Govt. of India/Reputed Public or Private organizations for the same work for the last five years (2014-15 to 2018-19)		
9	Scanned copy of Tender Acceptance as per Annexure V		
10	Scanned copy of Mandate Form for Bank details (Annexure-		
11	Affidavit stating that the agency is/has not been blacklisted by Central/State Government/PSU etc in any of its previous contracts		
12	Scanned copy of check list		
13	Signed and scanned copy of proof of minimum turnover of the firm not less than 75 lakhs during the last three financial years (16-17, 17-18 & 18-19). Balance sheet certified by the Chartered accountant indicating the Turnover per annum should be enclosed.		
14	Certified and scanned copy of audited Balance/profit and loss account sheet of last three years (16-17, 17-18 & 18-19).		
15	Certified copy of the payment made to its existing manpower/personnel for the last two months in terms of wages through Bank, and copies of ECR in respect of EPF/ESI remittances made.		
16	Certified and scan copy of documentary proof of minimum 75 nos. of outsourcing workers registered under ESI/EPF separately.		
17	Copy of licence obtained from the Labour commissioner (Central) under the contract labour (Regulation & abolition) Act, for providing such services.		
18	Self-attested copy of ESI/EPF payment certificate for last 3 Years (2017-2019)		
19	Pre-receipt as per Annexure- VIII		
20	Signed and Scanned copy of details of present contracts, clientele list with performance certificate for past 3 years.		

ANNEXURE-V

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal

FINANCIAL BID
(To be Submitted Only Electronically)

For providing manpower Service for Administrative / Secretarial Services/House Keeping on Outsourcing Basis

(Schedule of price bid in the form of BOQ_XXXX .xls)

1. Name and address (with telephone no. & fax no. /email)
of tendering service provider company /firm/agency

Sl.NO.	Particular	Rate (%age)
1.	Rate of Administrative charges/Agency charges should be indicated in percentage of wages	

Note: 1. The wages shall not be less than the Minimum Wages prescribed by the Chief Labour Commissioner ©, Ministry of Labour & Employment, Government of India vide order No. 1/36(1)/2019-LS-II dated 23-9-2019 and revised from time to time. Contribution in ESI, EPF and Payment of GST shall be done as per prescribed rates as amended from time to time.

2. Rate for agency/service charges should be quoted in percentage terms only. Quotation mentioning rate of administrative/agency charges in any other form shall not be considered at all.

3. Administrative/agency charges shall remain fixed during the currency of the contract included extended currency of the contract.

4. Deductions: Income tax as applicable shall be deducted at source by the Institute. The service providing company/agency/firm shall be responsible for meeting out all the tax obligations as rules of various government departments.

5. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force and two sets of uniforms to Drivers (two sets of white shirt and white pant) and Housekeeping (Aprons two sets) and ID cards to all the personnel at the time of entering into the contract.

6. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by the service providing company/agency/firm during the month.

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case, any deviation is found in the above statement at any stage, I/We will be blacklisted and will not have any dealing with ICAR-NIVEDI in future.

I/We agree to the forfeiture of the EMD deposited by me/us in connection with this tender if I/we fail to comply with any of the terms and conditions in whole or in part as laid down in the quotation form. We have carefully read the terms and conditions of the tender and agree to abide by these in letter and spirit.

Signature of authorized person

Full Name:

Seal

Date:

Place:

ANNEXURE-VII
(On the letter head of the firm)
MANDATE FORM FOR BANKING DETAILS

Name of the firm:

Registered/Postal address:

1	Permanent account number (PAN No)	
2	Goods & Service Tax Registration Number (GSTIN No)	
3	Bank details	
	a) Bank Name	
	b) Branch address	
	c) Account Number	
	d) Type of account (current/saving)	
	e) IFSC code	
	f) MICR code	
	g) Mobile Number	

Date:

Place:

Name of Authorized Signatory

Stamp & Signature

ANNEXURE-VIII

(TO BE SUBMITTED ON THE LETTER HEAD OF THE FIRM)

PRE-RECEIPT

Received with thanks a sum of _____
(Rupees _____) from the Director, ICAR-NIVEDI,
Ramagondanahalli, Yelahanka, Bangalore-560064 paid by us vide Demand
Draft No. _____ dated _____ submitted as EMD against your
e-tender for providing manpower services Ref. No. _____
dated _____

For _____

Authorized signatory

Place:

Date:

ANNEXURE - IX

DRAFT AGREEMENT

(To be executed on Rs. 200/- non-judicial bond paper)

This agreement entered into between the Director, ICAR-NIVEDI, Bengaluru, hereinafter called the FIRST PARTY and _____ herein after called as the SECOND PARTY on this day the _____.

1. The Second party shall render the services of deploying manpower on outsourcing basis in the premises of the First Party at ICAR-NIVEDI, Bengaluru for period of one year with effect from _____.
2. The Second Party shall employ good and responsible workers with good health and clean records. In case any worker provided is found not suitable, the First Party shall have the right to ask for replacement without giving any reasons thereof. The Second Party shall on receipt of a written communication, should replace the unskilled workers as may be found unsuitable by the First Party. The monthly remuneration to be paid to the manpower deployed shall be as per the list furnished.
3. The Second Party should submit the bills after completion of the work in each calendar month. The bills should be submitted in the first week of the following month for the services rendered during the previous month along with the disbursement certificate addressed to the Director, ICAR-NIVEDI, Bengaluru. **The wages to the personnel engaged should be paid through e-banking only to their respective bank accounts by 7th of each calendar month and not later than 10th of the month in any case.** In case any of the work entrusted and completed is found not satisfactory, suitable deductions will be made from the concerned bill. The decision of the Director, ICAR-NIVEDI is final and binding on the Second Party in this regard.
4. The contractor must submit the number of personnel actually be engaged along with their name, Photo and addresses including Aadhar numbers, bank account for each proposal/indent of each Division / section appended to the bill. At the end of the month it is mandatory on the part of the contractor to submit the details mentioning the consolidated exact number and names of the personnel actually engaged for the particular month along with bills.
5. **The agency shall submit monthly bills along with the list of personnel actually engaged and their individual bank accounts with proof of depositing the wages amount to their respective accounts.**
6. While submitting the 2nd month bill onwards the agency must provide the details of the individual EPF/ ESI account numbers and the contributions made in their accounts pertaining to the previous month, only then the subsequent bill of the agency will be passed for payment.
7. In case of any loss or damage caused to the property of the First Party during the course of work carried out by the workers of the Second Party due to their negligence etc., full cost towards such loss/damage will be recovered from the bills/performance security of the Second Party. The assessment made by the First Party in this regard is final and binding on the second party.
8. The personnel engaged by the agency for this manpower outsourcing contract will not be an employee of the Institute and there will be no employer-employee relationship between the Institute and the personnel so engaged by the agency.
9. The contract is liable to be terminated at any point of time by the first party during the validity of the contract without assigning any reasons.
10. The Second Party shall ensure compliance of all requirements under the statutory Acts such as (i) payment of minimum wages (ii) EPF/ESI/Service Tax etc. as applicable from time to time. If any lapses are noticed in this regard by the First Party, such dues shall be recovered from the bills/performance security and remitted to the concerned authority at the cost and risk of the agency.
11. The Second party shall provide individual wage slips for each completed calendar month to the personnel actually engaged and the details of EPF/ESIC remitted to the statutory authorities should be furnished duly certified on the letter head of the Firm alongwith the monthly bills in order to facilitate their verification by the Institute.
12. Payment of wages to the workers engaged by the agency is the sole responsibility of the agency and agency should not wait for settlement of their bill by the Institute. Normally, payment will be released within 15 to 20 days from the date of receipt of the Bills, if found satisfactory. It is also made very clear that payment to the personnel engaged should not have any connection with the release of payment by the Institute. The payment to the personnel engaged should be made on or before 7th of

every month and the same may not be delayed beyond 10th of the month. In case of delay (due to constraints in any of the months, the payment of the bills is not released as per above, which situation may arise very occasionally), **the payments to the personnel engaged should be made by the agency following the time schedule as above at least for two months without awaiting for the payments, if the situation so arises.**

13. In case, the work is not found to be satisfactory, in respect of other terms and conditions of the contract, the same may be terminated at any time giving one month's prior notice without assigning the reasons for the same.

14. The contract is valid only for One year from the date of commencement of the work and extendable by one year on mutually agreed terms and conditions.

15. The work performance will be reviewed quarterly (i.e. after completion of providing the manpower services for three months) and in case, found unsatisfactory, the contract may be terminated with one month's prior notice for the same.

16. The Second Party should ensure that the personnel engaged are paid the prescribed remuneration and necessary contributions towards EPF, ESI, etc., should be paid to the statutory authorities from the **first month itself.**

17. In case of revision of VDA by the competent Labour Authority, the revision of rates will be considered following the minimum wages slabs.

18. The Second Party has to maintain all the relevant registers viz., daily attendance registers of personnel engaged, wages registers with signatures, monthly contributions of EPF & ESI registers and has to produce all such registers as and when required by the office.

19. The Second Party should ensure that the personnel maintain high level of discipline and punctuality. If any worker is found involved in any mischievous activity, such worker should immediately be removed from the work permanently. The agency must ensure ID cards to each of the manpower deployed at the Institute.

20. Any disputes arising during the execution of this contract are subject to adjudication in the jurisdiction of courts in Bengaluru only.

SIGNATURE OF FIRST PARTY

Witnesses:

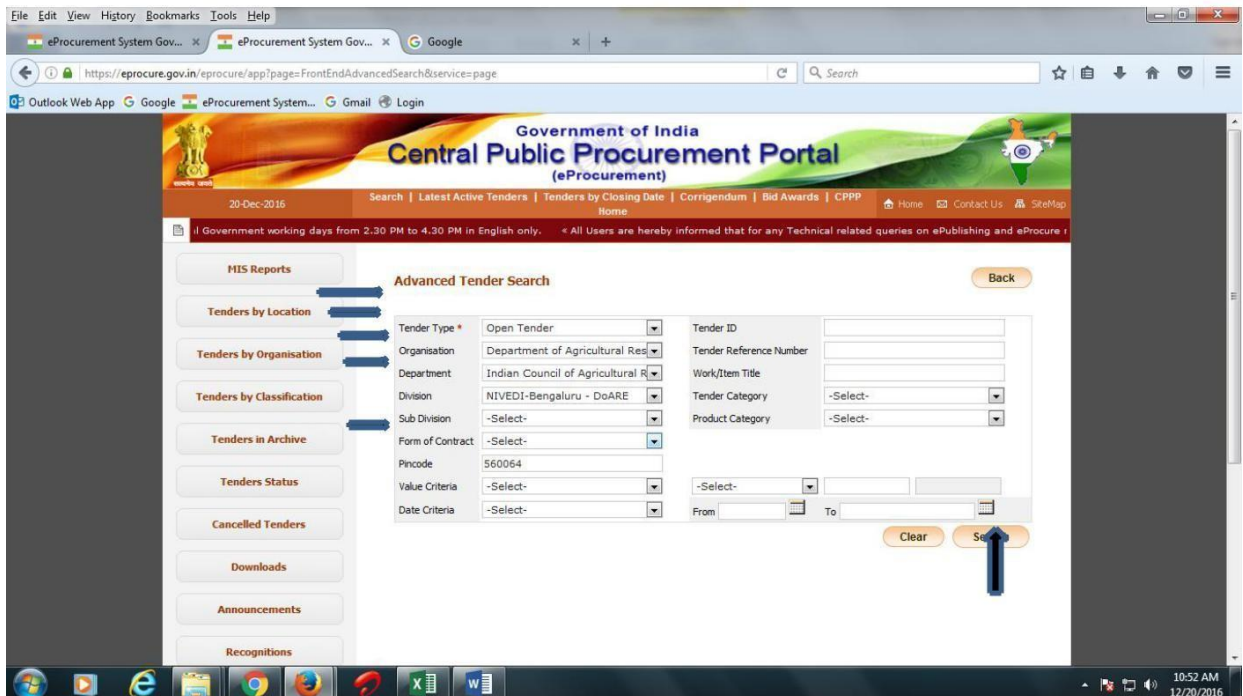
SIGNATURE OF SECOND PARTY

Witnesses:

ANNEXURE - X

Advance tender search in Central Public Procurement Portal Website

[URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)



Advanced Tender Search

Tender Type

Tender/Single/Limited/etc. Organization

Department of Agricultural Research and Education

Department

Research, DoARE, MoA Division

NIVEDI-Bengaluru - DoARE