



ICAR-CENTRAL INSTITUTE FOR RESEARCH ON CATTLE
Grass Farm Road, Post Box No.17,
MEERUT CANTT-250001 (U.P.) India

Tel. 0121-2657136 (Director), 2657133 (AAO), 2657134 (Fax), 2645598, 2656021 (EPABX) Website:<http://www.circ.org.in>

F. No. 6-1(57)/House Keeping/2017

Dated: 01.09.2017

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

Online Bids are invited from registered firms for the rate contract House Keeping services at ICAR-Central Institute for Research on Cattle, Meerut for one year with effect from date of award of the final tender. Tender documents may be downloaded from eProcurement website of CPPP <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under. The tender document contains the following:-

Annexure-I- Tender Document & terms and conditions of the tender. Annexure-II-Detail of work/services & other conditions. Annexure-III -Schedule to Tender. Annexure-IV-Tender acceptance letter. Annexure-V - (Reference for BOQ) (To be quoted in format provided on CPP Portal) Annexure-VI- "Instructions for Online Bid Submission". Annexure-VII-Specimen Contract Agreement.

CRITICAL DATE SHEET (Section)

Tender No.	6-1(57)/House Keeping/2017
Tender fee	Rs.500.00 (in favour of "ICAR Unit, CIRC, Meerut")
Name of Organization	ICAR-Central Institute for Research on Cattle, Grass Farm Road, Meerut Cantt.-250001 (U.P.)
Date and Time for Issue/Publishing	<u>01.09.2017 at 03.30 PM</u>
Document Download / Sale Start Date and Time	<u>01.09.2017 at 04.00 PM</u>
Document Download / Sale End Date and Time	<u>22.09.2017 at 04.30 PM</u>
Bid Submission start Date and Time	<u>02.09.2017 at 10.00 AM</u>
Bid Submission End Date and Time	<u>22.09.2017 at 02.00 PM</u>
Date and Time for Opening of Bids	<u>23.09.2017 at 02.30 PM</u>
Address for Communication	Incharge, Purchase, ICAR-Central Institute for Research on Cattle, Grass Farm Road, Meerut Cantt.-250001 (U.P.) Website: https://eprocure.gov.in/eprocure/app

1. The tender form/bidder documents may be downloaded from the website: <https://eprocure.gov.in/eprocure/app> . Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual bids shall not be accepted.
2. Tenderers/bidders are requested to visit the website <https://eprocure.gov.in/eprocure/app> regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
3. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The CIRC reserves the right to accept or reject any or all the tenders.
4. Bidder needs not to come at the time of Technical as well as Financial bid opening at CIRC. They can view live bid opening after login on CPPP eProcurement Portal at their remote end. If bidder wants to join bid opening event at CIRC then they have to come with bid acknowledge slip that generates after successfully submission of online bid.

The interested Firms are required to deposit (in original) an **Earnest Money Deposit (EMD) of Rs.40,000/-** (Rupees Forty Thousand only) in the form of Demand Draft in favour of “**ICAR Unit, CIRC, Meerut**” payable at SBI, Main Branch, Meerut Cantt and may be addressed to **Incharge, Purchase, ICAR-Central Institute for Research on Cattle, Grass Farm Road, Meerut Cantt.-250001 (U.P.)** on or before bid submission closing date and time. **This amount (EMD) can be retained and adjusted in performance Security Money, if rate contract is awarded.**

The Firms are also required to upload copies of the following documents:-

- **Technical Bid**

1. Registration certificate of the firm under Company Act or any other authorities of Central Government/ State Government/any Government department for carrying out the job work.
2. Last three years continuous experience of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organizations.
3. Certified Balance Sheet of the firm for last year having turnover not less than 10.00 lakhs by the Chartered Accountant.
4. Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years.
5. Employee EPF registration certificate issued by Government department.
6. Employee ESI registration certificate issued by Government department.
7. Number of persons registered under ESI & EPF separately. Minimum 20 Numbers required with their ESI & EPF contribution. Documentary proof of voucher should be attached.
8. The agency must have Registration of GST issued by the Government Department.
9. Certified Copy of PAN Number.
10. The firm/ Agency must enclose a certificate indicating that there is no criminal/legal suit pending or contemplated against it.

- **Financial Bid**

1. Price Bid as per BoQ_

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Note:-

- (i) Submit photocopies/scanned copies of all the documents stated above.
- (ii) Non submission of any document as required in the tender will lead to rejection of the tender.


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Dated: 01.09.2017

**TENDER DOCUMENT AND TERMS & CONDITIONS
 (For House Keeping Services) at CIRC, MEERUT)**

From:-

 The Director,
 ICAR-Central Institute for Research
 on Cattle (ICAR), Grass Farm Road,
 P.B. No. 17, MEERUT CANTT.

To

Dear Sir,

On behalf of the Secretary, Indian Council of Agricultural Research, New Delhi sealed re-tenders for Annual Job Contract for House Keeping Services at Central Institute for Research on Cattle, Meerut are invited from the firms registered with Labour Department for outsourcing agencies. The terms and conditions of the contract which will govern any contract made are those contained in the general conditions of contract applicable to the contract placed by the ICAR and by the Research Institutes of the Council and the special terms & conditions detailed in the tender form and its schedules. Please submit your tender if you are in a position to provide the requisite services in accordance with the requirements stated in the attached schedule.

TERMS & CONDITIONS OF THE TENDER

1. An earnest money of **Rs. 40,000/- (Rupees Forty thousand only)** must be deposited in the form of demand draft/pay order payable to ICAR Unit, CIRC, Meerut. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft/pay order number and date, failing which the tender will not be opened. The tender will not be considered if **earnest money and tender fee** is not deposited at Purchase Section, ICAR-CIRC before tender closing date.
2. The tenderer is being permitted to give tender in consideration of the stipulations on his part that after submitting his tender, he will not withdraw from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the CIRC. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the CIRC.
3. The tender is liable to be rejected if complete information as required is not given therein or if the particular asked for in the schedules to the tender is not fully filled in along with all essential documents required for technical bid evaluation. Individual signing the tender or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm of constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the 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.

4. If tenderer does not accept the offer, after issue of letter of award by CIRC within 7 days, the offer made shall be treated as cancelled & Earnest money will be forfeited.
5. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such and if, on enquiry it appears that the persons 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 tender and the schedules to the tender and annexure, if any, should be signed by the tenderer.
6. The rates quoted by each firm in tender be given both in words and figures failing which the same is liable to be rejected.
7. The CIRC does not pledge itself to **accept the lowest** or any other tender and also reserve to itself the right of accepting the tender in whole or in part of the tender.
8. **An amount equivalent to 10% of annual contract amount as a security deposit** for the contract is to be deposited by the Selected Agency/Successful tenderer only after receiving a communication from the CIRC in shape of DD/FDR/Bank Guarantee in favour of ICAR Unit, CIRC, Meerut. In the event of non-deposition of the same, the earnest money will be forfeited. The security shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency.
9. **No interest** on security deposit and earnest money deposit shall be paid by the Council to the tenderer.
10. The GST on this contract shall be shall be paid extra. However the service taxes or any other tax which is as per the rules of the Central Government/ Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rule.
11. TDS will be deducted at source from monthly bill of the successful tenderer, as per rules/instructions made applicable from time to time by Government.
12. Director, CIRC reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the CIRC, for any justifiable reasons, not mandatory to be communicated to the tenderer.
13. The contract will be initially for a period of one year extendable on year to year basis (total Three years) subject to satisfactory performance of the contractor and its willingness to continue.
14. The agency is advised to submit their tender after **physical inspection of the site**, a very detailed assessment/requirement of machine/manpower for providing the above services at the Central Institute for Research on Cattle, Grass Farm Road, Meerut Cantt-250001. However, the tenderer should quote only the **lump sum amount** in respect of all the services covered under this contract and that the rates should not be proposed on the basis of manpower deployed under this contract. No request for alteration in agency commission, once quoted will be entertained within the period of contract.
15. Decision of Director, CIRC will be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his/her level and will not be referred to arbitration.
16. Acceptance by the CIRC will be communicated by FAX/ email or any other form of communication. Formal letter of acceptance and work order of the tender will be forwarded as soon as possible, but the earlier instructions in the FAX/ email etc. should be acted upon immediately.
17. The contract would be decided as per the rates quoted for Item No.- 1 of the financial bid.
18. **Submission of Essential Documents : (For Technical Bid Evaluation) :**
 - a. Registration certificate of the firm under Company Act or any other authorities of Central Government/ State Government/any Government department for carrying out the job work.
 - b. Last three years continuous experience of the firm in the field of providing such services in

Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organizations.

- c. Certified Balance Sheet of the firm for last year having turnover not less than 10.00 lakhs by the Chartered Accountant.
- d. Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years.
- e. Employee EPF registration certificate issued by Government department.
- f. Employee ESI registration certificate issued by Government department.
- g. Number of persons registered under ESI & EPF separately. Minimum 20 Numbers required with their ESI & EPF contribution. Documentary proof of voucher should be attached.
- h. The agency must have Registration of GST issued by the Government Department.
- i. Certified copy of PAN number.
- j. The firm/ Agency must enclose a certificate indicating that there is no criminal/legal suit pending or contemplated against it.

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सफाई कार्य का विवरण एवं अन्य शर्तें –

- 1— कार्यालय के समस्त कमरों, प्रयोगशालाओं, समिति कक्ष, सभागार एवं अतिथि गृह के समस्त कमरों व कारीडॉर (गैलरियों) में प्रतिदिन झाड़ू एवं पौछा लगाना तथा सैन्य फार्म, मवाना रोड स्थित संस्थान की ई.टी.टी. लैब में सप्ताह में एक बार साफ-सफाई करना।
- 2— कार्यालय की वीर्य हिमीकरण प्रयोगशाला एवं गैलरियों में प्रतिदिन दो बार पौछा लगाना।
- 4— कार्यालय एवं अतिथि गृह के समस्त कमरों एवं समस्त प्रयोगशालाओं की खिड़कियों पर लगे शीशों एवं पंखों इत्यादि की 03 माह में एक बार सफाई करना तथा आवासीय एवं गैर आवासीय समस्त भवनों की सीढ़ियों पर प्रतिदिन झाड़ू लगाना व छत पर रखी पानी की टंकियों (लगभग 26 टंकी) की प्रत्येक माह सफाई करना। सफाई का सत्यापन संबंधित व्यक्ति से कराना होगा। टंकियों की सफाई कराते समय किसी भी टूट-फूट की जिम्मेदारी ठेकेदार की होगी।
- 5— समस्त शौचालयों की पानी एवं सफाई साधनों के द्वारा दिन में एक बार सफाई करना तथा रूकी नाली एवं बन्द सीवर को सूचारु रूप से चालू रखना।
- 6— कार्यालय एवं आवासीय परिसर की समस्त सड़कों व पार्किंग शेड में प्रतिदिन झाड़ू लगाकर सफाई करना।
- 7— कार्यालय की आवासीय एवं गैर आवासीय भवनों के सीवरेज को सुचारु रूप से चालू रखना एवं समस्त नालियों की प्रति सप्ताह सफाई करना। जिसमें निदेशालय की सड़क के साथ लगते नाले से गोबर की निकासी भी प्रति सप्ताह करनी आवश्यक है।
- 8— अन्य जो भी सफाई का कार्य प्रभारी अधिकारी द्वारा बताया जायेगा वह करना होगा। सफाई कार्य का सामान जैसे झाड़ू, फिनाईल, पौछा व ब्रुश आदि कार्यालय द्वारा उपलब्ध कराया जायेगा। कार्यालय द्वारा प्रतिमाह उपलब्ध कराए गए सामान का रिकार्ड रखना होगा व प्रभारी, सम्पदा के रिकार्ड मॉगने पर प्रस्तुत करना होगा।
- 9— किये जाने वाले समस्त कार्यों का स्थल निरीक्षण कार्यालय में किसी भी कार्य दिवस में आकर किया जा सकता है।
- 10— कार्यालय के कमरों एवं प्रयोगशालाओं की सफाई का कार्य निर्धारित समय पर ही पूरा करना होगा तथा सन्तोषजनक कार्य न होने पर समानुपातिक भुगतान काटा जायेगा। बार-बार दोषी पाये जाने पर ठेका निरस्त कर दिया जायेगा तथा जमानत राशि जब्त कर ली जायेगी।
- 12— निविदादाता को कार्य आदेश जारी होने के पश्चात 03 दिन के भीतर कार्य प्रारम्भ करना होगा अन्यथा अनुबन्ध निरस्त समझा जायेगा।
- 13— अनुबन्ध की अवधि कार्य प्रारम्भ करने की तिथि से एक वर्ष के लिये होगी। कार्य सन्तोषजनक पाये जाने पर इसे आपसी सहमति से अगले एक वर्ष के लिये बढ़ाया जा सकता है। किन्तु अधूरे व असंतोषजनक कार्य पाये जाने पर अनुबन्ध कभी भी निरस्त कर दिया जायेगा।
- 14— आवंटित ठेकेदार/फर्म द्वारा सफाई कार्यों के सन्तोषजनक निष्पादन के लिये प्रतिदिन कम से कम 6 कार्यकर्ताओं की उपलब्धता सुनिश्चित करनी होगी व कार्यकर्ताओं को नियमानुसार सप्ताह में एक छुट्टी भी सुनिश्चित करनी होगी तथा किसी श्रमिक का साप्ताहिक अवकाश होने पर उसके एवज में अन्य कार्यकर्ता उपलब्ध कराना होगा।

- 16— अनुबन्ध के दौरान ठेकेदार/फर्म को केन्द्र सरकार द्वारा निर्धारित न्यूनतम मजदूरी एवं समय-समय पर जारी आदेशों के अनुसार ही सफाई कर्मियों को वेतन का भुगतान करना होगा तथा श्रम एक्ट के अन्तर्गत सभी नियमों का पालन करना अनिवार्य होगा। तथापि केन्द्र सरकार द्वारा अनुबन्ध के दौरान श्रमिकों के वेजिज में की गयी वृद्धि का भुगतान सी0आई0आर0सी द्वारा वास्तविक कार्यरत सफाई कर्मियों की संख्या के अनुसार बढ़ाया जायेगा। परन्तु एजेन्सी के सर्विस चार्ज में कोई वृद्धि नहीं की जायेगी। ठेकेदार द्वारा कार्यरत सफाई कर्मियों को प्रत्येक माह की अधिकतम 7 तारीख तक नियमानुसार संस्थान के अधिकृत अधिकारी के समक्ष एकाउन्ट पेयी चैक द्वारा भुगतान करना अनिवार्य होगा तथा सबूत के तौर पर दिये गये चैकों की फोटो प्रति प्रतिमाह संस्थान में देना अनिवार्य होगा।
- 17— कार्य पर लगाये गये सभी सफाई कर्मियों का सम्बन्धित फर्म द्वारा परिचय पत्र फोटो सहित जारी करना तथा सम्बन्धित कर्मियों का पूर्ण व्यक्तिगत विवरण संस्थान को अग्रिम तौर पर उपलब्ध कराना अनिवार्य होगा।
- 18— ठेकेदार द्वारा कार्य पर रखे गये सफाई कर्मियों का संस्थान से कानूनी तौर पर कोई भी सम्बन्ध नहीं होगा। वह ठेकेदार के ही कर्म माने जायेंगे तथा उनकी समस्त जिम्मेदारियां ठेकेदार की ही होंगी। समस्त कार्य पूर्णतः ठेका पद्धति पर आधारित है।
- 19— निदेशक को कार्यालय के हित में उपरोक्त शर्तों में संशोधन करने अथवा किसी भी निविदा या सभी निविदाओं को निरस्त करने का अधिकार है जिसे मानने के लिये सभी निविदाता बाध्य होंगे।
- 20— कोई भी वैधानिक अपवाद/विवाद हेतु भारतीय कृषि अनुसंधान परिषद, नई दिल्ली के महानिदेशक द्वारा नामांकित पंच द्वारा सुलझाया जायेगा और पंच द्वारा दिया गया फैसला दोनों पक्षों को मान्य होगा।
- 21— सफाई संबंधित सेवाओं का नियमित रूप से कड़ाई से पालन करना चाहिए तथा जब भी कोई कर्मी अनुपस्थित हो तो इस कार्यालय को सूचित करते हुए एजेन्सी को वैकल्पिक प्रबंध करना होगा।
- 22— निदेशक को यह अधिकार होगा कि वह किसी भी कोटेशन/निविदा को अथवा सभी को पूरी अथवा उसके एक हिस्से को कारण बताए बिना अस्वीकृत कर दे। निदेशक का निर्णय अंतिम होगा और ठेके के तहत आने वाली धारा के संबंध में ठेकेदार/एजेन्सी पर बाध्य होगा।
- 23— कार्य सम्पन्न कराते समय परिसर में गोपनीयता और अनुशासन बनाए रखना होगा।
- 24— किसी भी पक्ष के एक महीने के नोटिस पर समझौता समाप्त किया जा सकता है। परन्तु इस सम्बन्ध में निदेशक, सी0आई0आर0सी0 का निर्णय मान्य होगा।
- 25— ठेकेदार संस्थान की लिखित पूर्व अनुमति के बिना कार्य को सब्लेट नहीं करेगा।
- 26— ठेकेदार अथवा उसका स्टाफ जिस कार्य के लिए ठेका दिया गया है उसके लिए आवंटित परिसर का कार्य करेगा उसके अलावा किसी अन्य कार्य के लिए दुरुपयोग नहीं करेगा।
- 27— चुनी गई एजेन्सी केन्द्र सरकार में लागू श्रमिक अधिनियम के अनुसार आवश्यक कार्मिक मुहैया कराएगा। एजेन्सी को अच्छे एवं स्वस्थ कर्मियों को नियुक्त करना होगा। यदि इस तरह से मुहैया कराए गए कार्मिक को संस्थान द्वारा उपयुक्त नहीं पाया जाता तो संस्थान बिना कोई कारण बताए उसके स्थान पर दूसरे कार्मिक के लिए मांग कर सकता है और लिखित पत्र मिलने के बाद एजेन्सी को ऐसे कार्मिकों को तुरन्त बदलना होगा।
- 28— एजेन्सी द्वारा मुहैया कराए गए ऐसे कार्मिक निदेशालय के कर्मचारी नहीं होंगे और संस्थान तथा उपरोक्त सेवाओं में ठेकेदार द्वारा लगाए गए कार्मिकों से उनके नियोक्ता-कर्मचारी के संबंध नहीं होंगे क्योंकि कार्य पूर्णतः ठेका आधार पर कराया जायेगा।

- 29— रसीद सहित बिल देने पर हर महीने सर्विस कान्ट्रैक्ट के लिए भुगतान किया जाएगा।
- 30— कार्य के स्थान का जाकर निरीक्षण करने के बाद संबंधित सेवाएं देने के लिए कार्मिकों का एक बहुत ही विस्तृत मूल्यांकन/जरूरतें टेंडर के साथ प्रस्तुत की जानी चाहिए। तथापि, निविदा में आने वाली सभी सेवाओं के संबंध में टेंडर में केवल एकमुश्त राशि और दरों का उल्लेख किया जाए। एक बार दी गई दरों में परिवर्तन के लिए किसी अनुरोध पर विचार नहीं किया जाएगा।
- 31— दी गई दरों में परिवहन लागत, जनशक्ति (मैनपावर) लागत और टैक्स आदि सहित प्रत्येक मद की लागत शामिल होनी चाहिए। केंद्रीय गोवंश अनुसंधान संस्थान किसी भी कारण जैसे ईपीएफ, ई0एस0आई0 योगदान, यूनिफार्म, वर्दी, ओटीए आदि पर कोई अतिरिक्त खर्च वहन नहीं करेगी।
- 32— ठेकेदार कार्य करने के लिए नियुक्त किए गए/तैनात किए गए स्टाफ तथा उनके वेतन और सेवा दशाओं के संबंध में सभी-वैधानिक/एक्सिडेंट/मेडिकल दावों आदि का वहन करेगा तथा कानून के सभी नियमों, विनियमों और प्रावधानों का पालन भी करेगा जो समय-समय पर उन पर लागू होते हैं। ठेकेदार क्षतिपूर्ति करेगा और विभिन्न नियमों के अंतर्गत दायित्वों का पालन न करने के कारण संस्थान को किसी भी दावे, हानि या नुकसान की क्षतिपूर्ति से अलग रखेगा। किसी भी विवाद के मामले में निदेशक का निर्णय अंतिम होगा तथा यह ठेकेदार पर बाध्य होगा।
- 33— नियमानुसार किए गए कार्य के लिए देय भुगतानों से आयकर काटा जाएगा।
- 34— ठेकेदार को केवल वयस्क श्रमिक को ही लगाना चाहिए। बाल श्रमिक को रोजगार पर लगाने से संविदा को समाप्त किया जा सकता है।
- 35— संविदा इस शर्त पर किया जाता है कि निविदाकार इस संविदा से संबंधित केन्द्र सरकार, राज्य सरकार द्वारा समय-समय पर लागू किए जाने वाले सभी कानूनों और अधिनियमों का पालन करेगा।
- 36— परिनिर्धारित नुकसानी खंड **(LIQUIDATED DAMAGES CLAUSE):**
- (1) प्रतिदिन परिनिर्धारित नुकसानी के रूप में 500/- ₹0 उगाही की जाएगी। जब-जब और जहां कहीं यह पाया जाता है कि व्यवसाय में कार्य सुचारु रूप से सही नहीं है। यह संस्थान द्वारा फर्म के पर्यवेक्षी स्टाफ की जानकारी में लाया जाएगा और यदि एक घण्टे के अन्दर कोई कार्रवाई नहीं की जाती है तो परिनिर्धारित नुकसानी खण्ड शुरू कर दिया जाएगा।
- (2) एजेन्सी द्वारा तैनात जनशक्ति की ओर से किए गए कदाचार/दुर्व्यवहार को सहन नहीं किया जाएगा तथा ऐसे व्यक्ति को तत्काल बदला जाएगा।
- (3) किसी भी कार्य-दिवस पर अनुपस्थिति के मामले में मासिक पारिश्रमिक का निम्नलिखित सूत्र (फार्मुला) के अनुसार नियमन किया जाएगा :
- मासिक पारिश्रमिक **असंतोषजनक कार्य** के दिनों की संख्या/महीने में दिनों की संख्या
- (4) तैनात कार्मिक द्वारा जानबूझकर किए गए किसी भी नुकसान, चोरी/तोड़-मोड़ के मामले में संस्थान को एजेन्सी से नुकसान का दावा करने का अधिकार सुरक्षित होगा।

SCHEDULE TO TENDER

PART – I

1. Name of the Firm/Agency
2. Full address with Post Box No. And Telephone No. if any
3. Constitution of the Firm/ Agency (Attached copy)
 - a) Indian Companies Act, 1956
 - b) Indian Partnership Act, 1932 (Please give names of partners)
 - c) Any other Act, if not, the owners
4. For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the Partnership agreement to arbitration has been conferred on the partner who has signed the tender
 - i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute condemning business of the partnership to arbitration
 - ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner
5. Name, Bank A/C No. and Full Address of your Banker's
6. Any other relevant information :

PART – II

7. The Earnest Money Deposited: Yes/No

PART – III

8. Name and Address of the firm's representative and whether the firm would be representing at the opening of the tender

9. Name of the Permanent Representative to be visiting ICAR-CIRC, regarding the contract

Date : _____

Place: _____

AUTHORISED SIGNATORY

Please add supplementary pages to be numbered wherever needed by the tendered.

TENDER ACCEPTANCE LETTER

To,
The Incharge, Purchase
ICAR-Central Institute for Research on Cattle,
Grass Farm Road, Meerut Cantt-250001 (U.P.)

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 6-1(57)/House Keeping/2017

Name of Tender : Annual Rate Contract for House Keeping Services

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/ organisation 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 do hereby declare that the validity of bid will be upto 90 days from the date of opening of bid.

7. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation 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)

(Reference for BOQ) (To be quoted in format provided on CPP Portal)

Sl. No.	Details of Work	*Total Minimum wages including EPF & ESI	Agency Commission	GST	Total Charges Per month
1	2	3	4	5	6
1.	Monthly consolidated charges for job work/service contract of House Keeping at Central Institute for Research on Cattle, Grass Farm Road, Meerut Cantt. as specified in the tender terms and conditions and scope of work at Annexure- I & II including all labour, transportation specially covered with GST and other taxes as applicable from time to time with highest standards of services.				

* As per minimum wages of Govt of India or U.P. Govt. whichever is higher.

Signature _____

Name & Address of the Firm _____

Telephone No. _____

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

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

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My

Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) **Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/regd/ speed post/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.**
- 5) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

DRAFT SPECIMEN AGREEMENT

This agreement is made at (place) on (month/year) day of between (agency name) and **Central Institute for Research on Cattle, Grass Farm Road, Meerut Cantt-250001** through (designation of the competent authority in the Instt.) which term shall include its successors, assignees etc. on the first part and (name & address of the firm), hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas Director, CIRC has decided to assign the annual job work contract of **House Keeping at Central Institute for Research on Cattle, Grass Farm Road, Meerut Cantt-250001** and to the firm M/son the terms and conditions hereinafter contained.

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

1. This agreement shall come into force w.e.f. (date) and will remain in force for a period for one year but can be terminated by Director, CIRC by giving one calendar months' notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for annual job work contract of **House Keeping at Central Institute for Research on Cattle, Grass Farm Road, Meerut Cantt-250001**.
3. The firm will provide full particulars of every worker deployed by it for providing the services and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the CIRC shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at ICAR-CIRC premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The Director, CIRC shall have the right to ask for the removal from the ICAR-CIRC premises any personnel considered by the council to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the CIRC.
7. The manpower deployed by the Agency should work as per tender document and no extra wages will be paid for weekends and holidays.
8. Monthly consolidated charges for job/ work contract of **House Keeping at Central Institute for Research on Cattle, Grass Farm Road, Meerut Cantt-250001** is as per terms and conditions specified and scope of work as per Annexure-I in the tender document including all the taxes viz. GST and other taxes as applicable will be paid to the firm by the C I R C . The firm will raise a bill of this amount on 1st working day of every month and the payment released by the CIRC in the form of crossed cheque/RTGS payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as payment of wages to labours, deposit challan along with list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.
9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to Director, CIRC. The decision of the Director, CIRC shall be final and binding in any respect of any dispute between the parties.
11. That the firm shall issue uniforms to all their employees engaged, which they shall wear while on duty.

12. That the firm shall issue identity card to each of the workers engaged for entry into CIRC premises.
13. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Director, CIRC may cancel the contract.
15. That the Firm agrees to discharges all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act, 1970, workmen's Compansion Act, 1943, E.P.F., E.S.1. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified the CIRC. On account of any failure to comply with the obligations under various laws or damage to CIRC due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the volunteers and/ or the employees/ workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the ICAR and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the CIRC, against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/ workmen shall have no claim to absorption/regularization and financial benefits etc. that are admissible to regular employees in the office of CIRC.
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. /State Govt. as applicable relating to this contract.
18. In case of any loss or damage to the property of the CIRC which is attributable to the firm, the full damages will be recovered from the firm.
19. The Firm shall not transfer its right or sub- contract to anyone else.
20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the" contract with trust, diligently and honestly.
22. In case of any accident loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the Firm.
23. There will be surprise checking by an Officer of CIRC. Shortcomings, if any, pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
24. The firm shall provide a coordinator for immediate interaction with the CIRC.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.
26. **PENALTY CLAUSE : LIQUIDATED DAMAGES CLAUSE**
 1. An amount equal to one day wages, subject to a minimum of Rs. 500/- will be levied as liquidated damage per day, whenever and wherever it is found that the work is not up to the mark in any area due to absent of any labour. It will be brought to the notice of the supervisory staff of the firm by CIRC and if no action is taken within one day, liquidated damages clause will be invoked.
 2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

The Director, CIRC reserved the right to reject any of all tenders in whole or in part without

assigning any reason therefore. The decision of Director, CIRC shall be final and binding on the contractor/agency in respect of any clause covered under the contract.

**(Authorized Signatory)
on behalf of the firm.**

**(Authorized Signatory)
Asstt.Adm.Officer
For and on behalf of the
Director, CIRC, Meerut**