



Website: www.cazri.res.in, Email: director.cazri@icar.gov.in Phone No. 0291 – 2786584(Dir.)/2786485(CAO)/2785981(AO) FAX: 0291 – 2788706(Dir.)/2786498(PME)

F. NO. 7 (4) Electric Contract/2021-22/Adm-V

Dated: 07.10.2021

#### INVITATION TO ONLINE TENDER FOR ANNUAL RATE CONTRACT FOR ENGAGEMENT OF 'A' CLASS ELECTRIC CONTRACT FOR CARRYING OUT ELECTRIC MAINTENANCE & REPAIR WORK AT ICAR-CAZRI, JODHPUR

| 1  | Date of start of downloading the tender document  | : | 07.10.2021 from 04.00 p.m. |
|----|---|---|----------------------------|
| 2. | Last date and time for downloading of tender form | : | 20.10.2021 upto 04.00 p.m. |
| 3. | Last date and time for submission                 | : | 21.10.2021 at 11.00 a.m.   |
| 4. | Date and time for opening the technical bids      | : | 22.10.2021 at 11.00 a.m.   |

Note: The tender form and other details are available on CAZRI's website <u>www.cazri.res.in & CPPP</u>. The interested Agency/Contractor/firm of repute may download the tender document from above websites and upload the same after completing in all respect in the e-procure.gov.in portal as per guidelines mentioned in the portal by or before the due date & time.

From:-

Assistant Administrative Officer, Adm-V, CAZRI, Jodhpur 342 003

To

M/s \_\_\_\_

Sub:- E-tender for Annual Rate Contract for engagement of agency for carrying out Electric Maintenance & Repair work at ICAR-CAZRI, Jodhpur on outsourcing basis -regd.

Sir,

On behalf of the Director, ICAR-CAZRI, Jodhpur E-tender(s) are invited from interested Agency/Contractor/firm of repute for carrying out Electric maintenance & repair work on outsourcing basis at ICAR-CAZRI, Jodhpur under Annual Rate Contract (ARC). Other details and Terms & Conditions are enclosed herewith as Annexure-I & II.

2. The bid along with the necessary documents is to be uploaded in the e-procure.gov.in portal as per guidelines mentioned in the portal by or before **Due Date i.e.** 21.10.2021 up to 11.00 A.M.

3. The bid is to be opened on **Due Date i.e. 22.10.2021 at 11.00 A.M.** at ICAR-CAZRI, Jodhpur by the Committee members in presence of the representative of Contractors/Agency/firm those submitted/uploaded their bids.

4. **Aspiring Bidders:** who have not enrolled/registered in e-procurement should enrol/ register before participating in the tender through the website <u>https://eprocure.gov.in/eprocure/app</u>. The portal enrolment is free of cost.

Yours faithfully,

### ASSISTANT ADMINISTRTIVE OFFICER

Enclosed: Annexure-I i.e. Technical Bid I (भाग- अ से श) & Annexure-II i.e. Financial (भाग- अ से स)

# (भाग –अ)

## Detail of the Agency/firm/contractor

| 1.  | Name the Proprietor of Contractor/ Firm/ Agency :                        |
|-----|--|
| 2.  | Name & address of Firm/Agency/Contractor: M/S                            |
|     |  |
|     |  |
| 3.  | (a) Telephone No. : Off Res Res. Mobile No                               |
|     | (b) E-mail ID :  |
| 4.  | Particulars of firm/agency/company:                                      |
|     | (Partnership Deed/ Constitution in case of Society)                      |
| 5.  | Authorized dealership / certificate No. :                                |
| 6.  | Income Tax P.A.N. Number :   |
| 7.  | Service Tax Number (Allotted by CED)/GST :                               |
| 8.  | Bank's name &address:  |
|     | IFSC Code: Account No  |
|     | (For right information attaché a photo-copy of cancelled cheque)         |
| 9.  | Cost of Tender Documents: Rs. 500/- DD. NoDateDate                       |
|     | (If DD/BC than in favour of ICAR Unit-CAZRI, Jodhpur.                    |
| 10. | Earnest Money Deposit: Rs. 60000 (In favour of ICAR Unit CAZRI, Jodhpur) |
|     | DD / BC No Date Date Name of Bank  |
| 11. | Visit us at our website: www.cazri.res.in or CPPP                        |

Signature of Proprietor/ representative of the firm with seal

## TECHNICAL BID PART-II

#### **INSTRUCTION FOR ONLINE BIDS SUBMISSION :**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: http://eprocure.gov.in). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, Using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the 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 user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate

Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to

ensure that they do not lend their DSCs to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by enteri ng their User ID/ password and the password of the DSC/e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS :**

- 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 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/email 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- Page 6 of 10 including the name and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS/RAR/DWF forms. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card Copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use 'MySpace' area available to them to upload such documents. These documents maybe directly submitted from the 'My Space' area while submitting a bid, and need not be uploaded again. This will lead to a reduction in the time required for bid submission process.

#### SUBMISSION OF BIDS :

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidders has to digitally sign and upload the required bid documents one by one as indicated in the tender 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 sent by post/ given in person to the Store Purchase Section, ICAR CAZRI, Jodhpur (Rajasthan) latest by the last date & time of bid submission. Failure to deposit the earnest money in office up to due date and time through offline mode will lead to rejection of bid. 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 pdf 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 to pdf file, complete 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 bidders should submit it online, If the pdf file is found to be modified by the bidder, the bid will be rejected.

6) The server 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 confidentially 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. Page 7 of 10
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid number 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 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.
- 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 18030702232.

## तकनीकि बिड

### (भाग –ब)

General Terms and Conditions of the notice inviting tender Annual Rate Contract for engagement of agency for carrying out Electric Maintenance& Repair work at ICAR-CAZRI, Jodhpur on outsourcing basis.

- 1. On behalf of the Director, Central Arid Zone Research Institute, Jodhpur online tenders are invited for Annual Rate Contract for carrying out Electric maintenance & repair work on outsourcing basis at CAZRI, Jodhpur under Annual Rate Contract (ARC) depending upon the requirements of the ICAR Central Arid Zone Research Institute, Jodhpur-342 003 from time to time as per the terms and conditions set in the following paragraphs. The Services of the agency would be required initially for a period of one year. The contract can be extended further subject to satisfactory compliance of terms and conditions of the contract and need of the Institute.
- Tender form and terms & conditions can be downloaded free of cost from the website <u>http://eprocure.gov.in</u> and <u>www.cazri.res.in</u> upto 16.00 hours of 20.10.2021. On-line bids complete in all respects should be submitted through CPP Portal <u>http://eprocure.gov.in/</u> <u>eprocure/app</u> only by or before the last date and time i.e. 21.10.2021 upto 11.00 a.m.
- 3. Tenderers/bidders are requested to visit the website <u>http://eprocure.gov.in/eprocure/app</u> regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
- 4. 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 Director, ICAR CAZRI reserves the right to accept or reject any or all the tenders.
- 5. The interested Firms {except those who are registered with the Central Purchase Organization & National Small Industries Corporation (valid proof should be mandatory enclosed)} are required to deposit (in original) an Earnest Money Deposit (EMD) of Rs. 60,000/- (Rupees sixty thousand only) and Tender fee Rs. 500/- (Rupees five hundred only) in the form of Demand Draft from any of the Commercial Bank in India, in favour of "ICAR Unit CAZRI, Jodhpur". The bidder must have current Income Tax/ Service Tax/GST and other statutory registration(s).
- 6. The aforesaid DDs/Banker Cheques towards cost for Tender Document / Tender fee and EMD should be submitted off-line to the tender inviting authority i.e. ICAR CAZRI, Jodhpur by or before 11.00 a.m. on 22.10.2021 and the scanned copy to be uploaded online by or before 11.00 a.m. on 21.10.2021. The DD towards the cost of Tender Document and that towards the Earnest Money Deposit should bear the date after of date of tender/bid.
- 7. In no case Tender fee and Earnest Money will be accepted after opening of tender.
- 8. Submission of Tenders : The bid along with the necessary documents should be uploaded in the eprocure.gov.in portal as per guidelines mentioned in the portal. Tender have to be submitted only online at <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> in two bid systems i.e. (i) technical bid and (ii) financial bed in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. It may be noted that in the first cover i.e. for purpose of technical bid duly filled up format for financial bid should not be scanned otherwise the bid will be rejected. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bed is detailed in part V of the technical bid.

- 9. Decision of the desire so of Director, ICAR CAZRI, Jodhpur shall be final for aspect of the contract and binding on all parties. Dispute arising, if any, on the contract will be settled at his/her level by mutual consultation.
- 10. Bidders/tenderers shall undertake to the apply with allow statutory provisions are required for such man power to be provided including Minimum Wages Act, EPF, ESI, Service Tax etc. as required under law and shall indemnify CAZRI from all libels/suits/litigations etc.
- 11. The Contractual Agency shall take all responsibility and obligation for providing man power engaged by him for the purpose at ICAR CAZRI. ICAR CAZRI will not be responsible for any libels/suits/litigation or otherwise/obligation/commitment/liability to any party(ies) or persons(s) whatsoever.
- 12. **SECURITY OF CONTRACT**: The Contractual Agency shall provide Security in the form of DD/Bank Guarantee/FDR in favour of **ICAR Unit, CAZRI** payable at Jodhpur-342 003 for contract period as would be specified in the work order to be awarded to the successful bidder for a 10% of the total value of annual contract and execute an agreement before starting the contract. The Security money will be released only after the termination/expiry of the contract. The Security money deposit should be valid up-to 3 months beyond the date of expiry of the contract.
- 13. No interest on Security deposit and earnest Money deposit shall be paid by the ICAR CAZRI to the bidder.
- 14. GST/Service tax or any other tax applicable for made applicable after awarding the contract in respect of this contract shall be payable by Contractual Agency. ICAR CAZRI will not entertained any claim whatsoever in this respect. However, the GST/Service Tax or any other Tax which is as per the rules of the Govt. of India/ Rajasthan Government shall be deducted at source from monthly bills as per rules/instruction made applicable from time to time by Government.
- 15. Acceptance by the ICAR CAZRI will be communicated by FAX, Express letter or any other form of communication. Formal letter of acceptance and work order of the bidder will be forwarded as soon as possible but the earlier instructions in the FAX, express letter etc. should be acted upon immediately.
- 16. **ELIGIBILITY CONDITIONS** The following documents/vouchers are required to be accompanied with the Technical Bid from which are the terms and conditions of the bid document. If required documents are not attached the bid can be rejected:-

| 1.  | Tender fee Rs. 500/- in favour of ICAR Unit-CAZRI, Jodhpur   |
|-----|--|
| 2.  | Earnest Money for Rs. 60,000/- in favour of ICAR Unit-CAZRI, Jodhpur                               |
| 3.  | The copy of valid "A-Class license issued by the appropriate authority for electrical works.       |
| 4.  | ESI Number certificate of the firm issued by appropriate authority.                                |
| 5.  | EPF Number certificate of the firm issued by appropriate authority.                                |
| 6.  | GST/Service Tax Registration certificate of the firm issued by appropriate authority.              |
| 7.  | PAN Number Certificate of the firm.  |
| 8.  | The Agency/firm must have a registration with the Contract Labour Regulation and Abolition)        |
|     | Act. 1970. The contractor shall obtain the labour license under this act.                          |
| 9.  | Experience of the firm for any 3 financial years out of five financial years i.e. 2016-17 to 2020- |
|     | 21 in the field of providing such services in Central Govt. Establishments/Autonomous bodies       |
|     | of Govt./Corporation of Govt. of India/reputed public or private organizations may be indicate     |
|     | in cronological order and supporting document may be attached.                                     |
| 10. | ESI/EPF Challan for the current financial year 2021-22 for ascertaining the number of workers      |
|     | has to be attached   |

| 11. | Copy of Income Tax Return for 3 Assessment year i.e. 2018-19 & 2020-21 audited from         |
|-----|---|
|     | Chartered Accountant.   |
| 12. | Minimum turnover of the firm not less than Rs. 10.00 Lakh in during the any 3 financial     |
|     | years out of four financial year i.e. 2017-18 to 2020-21. Certified Balance Sheet of the    |
|     | firm/agency for any 3 financial years out of four financial year i.e. 2017-18 to 2020-21 of |
|     | the service contract by the chartered accountant.   |
| 13. | Rate quoted complies with the Minimum Wages Act. of Govt. of India (Central /Govt) with all |
|     | other statutory provisions.   |

- 17. Successful bidder will have to enter into a detailed contract agreement with ICAR CAZRI on non-judicial stamp paper of 0.25% on contract value (i.e. total contract price) for this contract.
- 18. The services staff should follow strict attendance and alternative arrangements are to be made by the contractual agency whenever anyone of staff is to go on leave under intimation to this office.
- 19. Changing of staff should be intimated to office.
- 20. The Director, ICAR CAZRI, Jodhpur reserve the right to reject any or all quotations in whole or in part without assigning any reasons thereof. The decision of the Director, ICAR CAZRI shall be final and binding on the contractor /agency in respect of clauses covered on the contract.
- 21. The staff provided should maintain secrecy and discipline in the premises of ICAR CAZRI, Jodhpur.
- 22. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification with experience in nature of work.
- 23. The agreement is terminable with one month notice on either side.
- 24. The contractor shall not sublet the work without prior written permission of the ICAR CAZRI.
- 25. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 26. The contractor shall provide the necessary personnel at ICAR CAZRI as per Labour Acts prevalent. The Contractor shall employ good and reliable persons with robust health of age group of **20 to 65** years. In case any of the personnel so provided is not found suitable by the ICAR CAZRI, the ICAR CAZRI shall have the right to ask for his replacement without giving any reason thereof and the contractor shall on receipt of a written communication with have to replace such persons immediately.
- 27. The persons so provided by the contractor under this contract will not be the employee of the ICAR CAZRI and there will be no employer-employee relationship between the ICAR CAZRI and the persons so engaged by the contractor in the aforesaid services.
- 28. **MODE OF PAYMENT:** The agency shall submit monthly pre-receipted bill in triplicate by the 4<sup>th</sup> working day for the job performed during the month along with proof of payment and contribution made for ESI, EPF and GST/Service Tax paid for the Manpower provided to the Institute. The Institute shall made payment by means of crossed cheque drawn in favour of the agency/contractor. The agency must be submitted an authorized letter of Banker for E-Payment system to this office.

- 29. WAGES TO WORKERS: The Contractor/Agency shall make payment of remuneration/wages to its personnel before/on 7th of every month by cheque in presence of Nodal Officer/E-payment system (copy of payment depositing document is to be submitted). After making the payment, the Contractor shall raise the bill on the ICAR CAZRI for payment of the settled amount. They will submit to the ICAR CAZRI a copy of the payment vouchers duly signed by the workers for each month.
- 30. No request for alteration in the rates once quoted will be permitted within one year.
- 31. Income Tax will be deducted from monthly bills as per rule.
- 32. TDS on GST will be applicable as per rule.
- 33. The contract is subject to the condition that the bidder will comply with all the laws and acts of Central Govt., Rajasthan Govt. relating to this contract made applicable from time to time.
- 34. The contractor/Agency will furnish list of his workers with the full particulars of the personnel sponsored including details like Name, Father's Name, Age, Photograph, Permanent Address, Telephone Number etc. and they will also ensure the verification of the antecedents of such personnel and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the ICAR CAZRI.
- 35. In case of regularly deputed personnel not reporting for duty, the service provider shall depute some other similar personnel for performance of duty.
- 36. The personnel provided shall be under the direct control and supervision of the Contractor/Agency. However, they shall comply with the oral and written instructions given on day to day basis by the Officer(s) authorized by the ICAR CAZRI Hqrs. from time to time. They will be bound by office timings, duty, placement, locations etc. as decided by the ICAR CAZRI.
- 37. **TERMS OF THE CONTRACT:** Initially the terms of the contract will be for one year. However the contact will be reviewed after 3 months from the date of award and will be continued for further period only if the services provided by the agency is found satisfactorily. The period of contract may also be extended beyond one year period on monthly/quarterly/half yearly /yearly basis on the same terms & conditions if mutually agreed by both the parties.
- 38. **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 if delivered to them personally or dispatched by the address herein given under registered post. The ICAR -CAZRI will have no responsibility for any loss/damage caused to them. This also cannot be challenged through any court of law.
- 39. **RISK CLAUSES:** ICAR CAZRI reserves the right to discontinue the services at any time, if the services are found unsatisfactorily by giving a show-case to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
- 40. LOSS AND/OR DAMAGES: In case of any loss or damage done to the property of the ICAR CAZRI by the personnel provided by the agency for security duties, full damages will be recovered from the Agency and decision of the competent authority of ICAR CAZRI shall be a binding on agency.

- 41. In case of partnership firms, where no authority has been given to any partner to execute the contract agreement concerning the business of the partnership, the tender and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he was authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the CAZRI shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all coast and damages. Each page of the tenders, should be signed by the tenderer.
- 42. In case the tenderer does not accept the offer, after issue of letter or award by CAZRI within 10 days, the offer made shall be deemed to be withdrawn without any notice and earnest money forfeited.
- 43. The CAZRI is not bound to accept the lowest or any other tenders and also reserve to itself the right of the accepting the tenders in whole or in part.
- 44. Only those agencies/firms will be considered for financial bid who will qualify in the Technical Bid. Agency/firm should be registered and having "A-Class Electrical License" issued by concerned authorities of Central/State Govt. or under Company Act. or any the Act essential for carrying out electrical work for Maintenance / Repairs.

#### 45. Liquidated damages clause:

- (i) That the contractor shall be responsible for the faithful compliance of the work award order. Any breach or failure to perform the same may result in termination of the work order and forfeiture of the security deposit.
- (ii) An amount of Rs. 500/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark at any point it will be brought to the notice of supervisory staff of the firm by ICAR-CAZRI and if no action is taken within one hour liquidated damage clause will be invoked.
- (iii) Any misconduct/misbehaviour on the part of manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
- (iv) If the required no. of skilled/unskilled manpower is less than the minimum required as per, a penalty of Rs. 500/- per skilled/unskilled manpower per day will be deducted from the bill.

### 46. Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes;

### (i) prohibition of

(a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

(b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

(d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

### 47. **DISPUTES**:

- (i) If any disputes arises the Decision of Director, ICAR CAZRI, Jodhpur shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR - CAZRI. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
- (ii) In case any disputes arises the jurisdiction area will be only Jodhpur.
- 48. In case rates of one or more bidders are found similar, the criteria of finalizing the successful bidder will be as under.
  - i) Experience in the field.
  - ii) Annual Turnover of the firm/Agency.
  - iii) Profile of the employees deployed by the firm/Agency.

Asstt. Administrative Officer (V)

Signature with Seal of authorized signatory of firm

## (भाग –स)

Terms and conditions for the electrical maintenance/repairs and ensuring proper electrical supply in the Residential, non-residential buildings and road-light of CAZRI, Jodhpur on contract basis:

1. Since the electrical contractor is expected to be well qualified/experienced in the field, he will be responsible for any electric fire, electrical sparks and accidents. However, if it is established that the electrical accidents/incidents/losses has happened due to careless supervision of the contractor/undue delay, the appropriate costs of the Institute property would be recovered from the contractor.

2. The contractor will provide requisite number of skilled, and unskilled laboures such as Wiremen/Linemen/ Generator Operators/ Helpers/ Supervisors as per requirement of the Institute for the work as mentioned in भाग–य of the tender document.

3. The contractor may clearly note that the whole responsibility of any casualty/death of any of the contractor's man/ electrician arising out of the electrical accident/electrocution would rest with the contractor himself and in no case this Institute would be responsible to pay any amount/ compensation on this behalf. He will discharge all the liabilities with respect to the provisions of minimum wages act with the contractual workers employed by him for the aforementioned work.

4. The contractor may also unambiguously note that all the welfare measures, first aid facilities, bonus, leave salary, weekly paid holiday and liveries etc. to the concerned wiremen/electricians supervisors would be the responsibility of the contractor and this Institute would not be responsible for any of the above stated items what so-ever.

5. The contractor will ensure minimum/prescribed wages to the concerned contracted men/electricians with usual benefits/perks. Tender lacking the element of minimum wages as declared by the Central Government time to time, will be summarily rejected and not considered.

6. The contractor may also clearly note that the contractor shall be wholly responsible to pay the monthly wages not less than the minimum wages as prescribed under the Minimum Wages Act, 1948 (Central) by the 5th of every succeeding month to their personal through cheque at CAZRI premises in the presence of nominated officer of CAZRI.

7. The maintenance staff (wiremen/electricians/ supervisor/helpers) provided by the concerned contractor should be of good character and health. They should not be in habit of taking liquors and should be qualified/experienced in their respective jobs. However, if any of the supplied staff indulges in unbecoming/undesirable activities, he should be immediately removed by the contractor and the contractor will have to provide a new incumbent/s in his place.

8. The contractor will see that the concerned (wiremen/ electricians/ supervisors) etc. maintain requisite coordination with the concerned Head of Division/ I/c-Maintenance Unit/ Maintenance Engineer/ Assistant Administrative Officer (Admn-V) or any other nominated person/persons of the Institute for smooth working.

9. The working of each shift of 8 hours is required to be performed by the supplied workers of the contractor and the first shift will start at 6.00 a.m. without break/interruption of duties in any shift.

10. As per the Government's norms T.D.S. (Income Tax), and Surcharge thereon as applicable will be deducted from the monthly Bill of the Contractor, which may be noted.

11. As per the Government's norms GST/Service Tax etc. as applicable will be payable by the contractor which may be noted.

12. The contractor has to submit/provide every month, a proof of payment of statutory obligation such as EPF, ESI, Service Tax and other applicable taxes, if any in respect of personnel engaged by the contractor for this job contract. The proof of such statutory obligation has to submit from second month/bill of the contract. The following records/documents in respect of its labours to the office every month otherwise next bill will not be entertained.

(a) Statement of wages paid to wiremen/electricians/ for duties performed

- (b) Attendance Statement.
- (c) All statuary records i.e. E.S.I., E. P.F. etc. as applicable.

13. The contractor will be required to submit the pre-receipted bills in triplicate after making the payment to their personnel provided to CAZRI for this job contract for the job performed during the preceding month on the seventh working day and CAZRI will make the payment by means of crossed cheque drawn in favour of the contractor. However, if the concerned manpower provided by the contractor remains absent/ partially remains absent and or services are not satisfactory, the competent authority of the Institute at his discretion will make appropriate deduction from the bill.

14. It must be clearly noted that the proposed contract is purely a work contract and not the labour contract what so ever.

15. The competent authority of the Institute reserves the rights of accepting/rejecting/ partially accepting any or all the tenders without assigning any reasons thereof.

16. In case of any dispute the decision of the Director, CAZRI, Jodhpur will be final.

17. The contractor will have to arrange for all the concerned apparatus/tools/kits for repairs/rectification of electrical paraphemalia at the Institute.

18. The workers/personnel engaged by the contractor for this job contract will not be an employee of the CAZRI and they will be no employer – employee relationship between the CAZRI and the personnel so engaged by the contractor and workers should not be changed very frequently.

## **DECLARATION BY THE FIRM**

I/We ...... proprietor/ partner/ authorized representative of M/s .....Jodhpur has/have scrupulously noted the contents of the terms & conditions of work contractor and the same are acceptable to our firm/company.

Signature with seal of authorized signatory of firm

### तकनीकि बिड

## (भाग - द)

### DETAILS/INFORMATION OF THE PROPOSED ELECTRICAL MAINTENANCE AND REPAIR CONTRACT

**<u>ABOUT THE INSTITUTE</u>**: I C A R - Central Arid Zone Research Institute, Jodhpur is a premier research organization under the aegis of ICAR (Department of Agricultural Research and Education, Govt. of India). The Institute is located in the total area 220 hectors, which includes all the Residential, Non-Residential, Library building and experimental/ Farm area. At present the J.V.V.N.L emt. has calculated/ assessed its total electrical consumption requirement to be around (400,200,222 KVA) under L.T. All the residential area and office buildings are provided with usual electrical connection/ sockets without any exorbitant/heavy electrical fittings. However, some laboratories/ farm sections have some sophisticated scientific/analytical/workshop equipments and machines, which are operated as and when, needed and are not being used simultaneously under any condition.

(A) **RESIDENTIAL BUILDINGS**: Presently there are about 130 numbers of quarters in Jodhpur in this Institute of different categories. The concerned contractor would be completely responsible for ensuring rectification/repairing electrical faults/problems/failure in all the residential quarters as mentioned above. Accordingly, the contractor would also be responsible for proper repair and maintenance works and will attend electrical problems in respect of Guest House, Hostel, Director's Bungalow, Street Lights etc. at the Institute/ campus including repairs/ maintenance and upkeep of H.T. Cables, Transformers, Power factors/Panel etc.

(B)NON-RESIDENTIAL BUILDINGS: The Non-residential buildings of the Institute include the Main gate distribution board, Main Building distribution board/panel up to main distribution board/panel of the all the office buildings (Main Building, New Building, New Administrative Block, Library, Division VI, Seed House, KVK, Kisan Hostel, Maintenance Cell, Farm Office, Rodent Section, Indor Sports Hall, New Auditorium and various playhouse/Green House/Net House etc.). Maintenance of panel boards installed at Tube wells (7 Nos.) Sewage pump houses/Maintenance of overhead electrical lines and L.T. cable ranging from 10 sq.mm to 300 mm connected to different office buildings(remove the fault from faulty cable immediately within days), residential buildings land pumping sets including that of street/road lights of the Institute including repairs/maintenance and upkeep of H.T. Cables, Transformers, Power factors/ Panel etc. Pruning the trees which disturb the over head electric line and road light pole

(C) **REPAIR/MAINTENANCE OF FANS**: Carrying out the Repair/maintenance (greasing, overhauling etc.) of all ceiling fans and exhaust fans, wall fans existed in above A and B buildings and check & clean before summer time will also be the responsibility of the contractor. Since it is proposed to look after the concerned work of repair/ maintenance of the office buildings (inner part) departmentally i.e. through our existing staff, the concerned contractor would be responsible for proper check- up/ rectification of lines etc. up to the main points in the office buildings. However, electrical materials required as chocks, tube lights, wire, switches, and sockets. Bush bearings, capacitor and rewinding and machining work etc. would be provided by the Institute.

## तकनीकि बिड

### (भाग -- य)

### **DETAILS OF WORKS**

| Points of duty  | Particulars of works to be attended Round the clock by providing requisite number of Skilled and Un-skilled Manpower  |  |  |
|---|---|--|--|
| Main Gate,<br>Main Distribution<br>Panel,<br>Station at Main<br>Building,<br>Residential Colony,<br>Guest House,<br>Hostel,<br>6-Generator Sets of<br>the institute, etc. | <ul> <li>Work of Linemen cum Wiremen at Main Gate in three shifts of 8 hours each with skilled Linemen cum Wiremen having valid license /trade certificate from the Competent Authority. Maintenance /Repairs and Upkeep of Distribution Panel/Station /Installation of HT &amp; LT lines/HT &amp; LT Fuses/ Transformer, Street Lights, Power factor panels and other related work like shifting &amp; electric line, point and fitting (fixtures) etc. with skilled Linemen cum Wiremen/professional having valid license /trade certificate from the Competent Authority.</li> <li>Maintenance/Operation and Upkeep of the Generator Sets of the institute by skilled qualified generator operators during office working hours and as and when required.</li> </ul> |  |  |

Expected Minimum Number of Manpower to attend the above work is 14 (07 Skilled and 07 Semi-skilled)

Note: If there requires to attend the job in a given time limit in certain situation and attending the work require supply of more than 16 manpower, the firm will have to take up the work without any extra payment for the purpose.

# <u>तकनिकी बिड</u>

# (भाग –र)

## PROFORMA FOR TECHNICAL BID Schedule to tender

| 1.  | Name of Agency/Firm  |  |
|-----|--|--|
| 2.  | Full address with Post box No.<br>and Telephone No.  |  |
| 3.  | Constitution of the Firm/Agency.<br>a. Indian Companies Act 1956<br>b. Indian Partnership Act, 1932:<br>(Please give names of partners)  |  |
|     | <ul> <li>a. For partnership firm whether registered under 'The Indian<br/>Partnership Act, 1932', please state further whether by<br/>the partnership agreement, authority to refer disputes<br/>concerning the business of the partnership to arbitration<br/>has been conferred on the partner who has signed the<br/>tender.</li> <li>b. If answer to the above is in negative whether there is any<br/>general power of attorney executed by all the partners of<br/>the firms authorizing the partner who has signed the<br/>tender to refer dispute concerning business of the<br/>partnership to arbitration.</li> <li>c. If answer to point (a) or point (b) is in the affirmative<br/>please furnish a copy of either the partnership agreement<br/>or the general power of attorney as the case may be.</li> </ul> |  |
| 5.  | Name and Full Address of your Bankers :<br>PAN Number /Circle/Ward   |  |
| 6.  |  |  |
| 7.  | Registration No. of the firm.  |  |
| 8.  | ESI Number certificate of the firm issued by appropriate authority.  |  |
| 9.  | EPF Number certificate of the firm issued by appropriate authority.  |  |
| 10. | GST/Service Tax Number of the firm issued by appropriate authority.  |  |
| 11. | The Agency/firm must have a registration with the Contract<br>Labour Regulation and Abolition) Act.1970.<br>(The contractor shall obtain the labour license under this<br>act.)  |  |

| 12. | Experience of the firm for any 3                                     |  |
|-----|--|--|
| 12. | financial years out of five financial                                |  |
|     | years i.e. 2016-17 to 2020-21 in the                                 |  |
|     |  |  |
|     | field of providing such services in<br>Central Govt. Establishments/ |  |
|     | Autonomous bodies of Govt./  |  |
|     |  |  |
|     | Corporation of Govt. of India/reputed                                |  |
|     | public or private organizations may be                               |  |
|     | indicate in cronological order and                                   |  |
|     | supporting document may be attached.                                 |  |
| 13. | ESI/EPF Challan for the current                                      |  |
| 15. |  |  |
|     | 5  |  |
|     | ascertaining the number of workers has to be attached.               |  |
| 14  |  |  |
| 14. | Copy of Income Tax Return for 3                                      |  |
|     | Assessment year i.e. 2018-19 &                                       |  |
|     | 2020-21 audited from Chartered                                       |  |
| 1.5 | Accountant.  |  |
| 15. | Minimum turnover of the firm not less                                |  |
|     | than Rs. 10.00 Lakh in during the any                                |  |
|     | 3 financial years out of four financial                              |  |
|     | year i.e. 2017-18 to 2020-21. Certified                              |  |
|     | Balance Sheet of the firm/agency for                                 |  |
|     | any 3 financial years out of four                                    |  |
|     | financial year i.e. 2017-18 to 2020-21                               |  |
|     | of the service contract by the                                       |  |
| 1.6 | chartered accountant.  |  |
| 16. | EMD: Rs. 60,000/- in favour of ICAR                                  |  |
|     | Unit-CAZRI, Jodhpur.   |  |

Note: The information required at Sl.No.1 to 16 must be accompanied with the certified copies of the documents, and attached as per the serial number failing which the tender is liable to be rejected.

Name and address of the firm's representatives

And whether the firm would be represented at the Time of opening of the tenders

Dated:-\_\_\_\_\_ Place:-\_\_\_\_\_

Signature with seal of authorized signatory of firm

(भाग – ल)

Full Name and address of the tenderer in Addition to address and other relevant information needed for the complete Address:-

Telephone No. Telegraphic Address

To,

The Director, Central Arid Zone Research Institute, Jodhpur-342 003

Sir,

- 1. I/we have carefully read all the particulars regarding the general information and other terms and conditions of the contract for the annual Manpower Contract of CAZRI, Jodhpur and agree to provide the services as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in schedule attached I and II to this tender and I/we agree to hold this offer open till 90 days. I/we shall be bound by a communication acceptance dispatched within the prescribed time.
- 2. I/we have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
- 3. The following pages have been added to and from a part of this Tender. The schedules to accompany this tender are at page Nos. \_\_\_\_\_.
- 4. Every page so attached with this tender bears signature and the official seal.
- 5. Pay Order/Demand Draft No. \_\_\_\_\_\_dated\_\_\_\_\_ of **Rs.** 60,000/- in favour of ICAR Unit and payable at Jodhpur is enclosed as earnest money.

Signature with Seal of authorized signatory of firm

Address \_\_\_\_\_

 Name & Signature of witness \_\_\_\_\_

 Address \_\_\_\_\_

(भाग –व)

# Check list of documents to be submitted by the tenderer in Technical Bid

Name of Bidder: \_\_\_\_\_

| Sl.No. | Documents required   | Yes/No | Page No. |
|--------|--|--------|----------|
| 1      | Tender fee Rs. 500/- in favour of ICAR Unit-CAZRI, Jodhpur   |        |          |
| 2      | Earnest Money for Rs. 60,000/- in favour of ICAR Unit-CAZRI, Jodhpur   |        |          |
| 3      | Registration certificate of the firm under work contract of the Govt.  |        |          |
| 4      | The copy of valid "A-Class license issued by the appropriate authority for electrical works.   |        |          |
| 5      | ESI Number certificate of the firm issued by appropriate authority.  |        |          |
| 6      | EPF Number certificate of the firm issued by appropriate authority.  |        |          |
| 7      | GST/Service Tax Registration certificate of the firm issued by appropriate authority.  |        |          |
| 8      | PAN Number Certificate of the firm.  |        |          |
| 9      | The Agency/firm must have a registration with the Contract<br>Labour Regulation and Abolition)<br>Act. 1970. The contractor shall obtain the labour license under<br>this act. after award the contract.   |        |          |
| 10     | Experience of the firm for any 3 financial year out of five financial year i.e. 2016-17 to 2020-21 in the field of providing such services in Central Govt. Establishments/ Autonomous bodies of Govt./ Corporation of Govt. of India/reputed public or private organizations may be indicate in cronological order and supporting document may be attached. |        |          |
| 11     | ESI/EPF Challan for the current financial year 2021-22 for ascertaining the number of workers has to be attached.  |        |          |
| 12     | Copy of Income Tax Return for 3 Assessment year i.e. 2018-19 & 2020-21 audited from Chartered Accountant.  |        |          |
| 13     | Minimum turnover of the firm not less than Rs. 10.00 Lakh in<br>during the any 3 financial years out of four financial year i.e.<br>2017-18 to 2020-21. Certified Balance Sheet of the firm/agency<br>for any 3 financial years out of four financial year i.e. 2017-18 to<br>2020-21 of the service contract by the chartered accountant                    |        |          |

# Detail of the Minimum 03 years' experience /work done.

| Sl. No. | Name of Client Deptt. / Organization & Name of Contact person with Ph. No. | Period<br>From To |  | No. of<br>staff | Remarks |
|---------|--|-------------------|--|-----------------|---------|
|         |  |                   |  |                 |         |
|         |  |                   |  |                 |         |
|         |  |                   |  |                 |         |
|         |  |                   |  |                 |         |
|         |  |                   |  |                 |         |
|         |  |                   |  |                 |         |

### (भाग –श)

## **Undertaking**

- 2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them.
- 3. The information/documents furnished along with the above tender form are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Place :

Date :

Signature & Name of the authorized Signatory with Seal of the Firm

#### **FINANCIAL BID**

#### (The financial bid to be uploaded separately)

То

Director, ICAR - CAZRI, Jodhpur-342 003

I/we wish to submit our tender for providing following Manpower at ICAR - CAZRI, Jodhpur on the following rates:

| Sl.<br>No. | Description  | Agriculture Workers for<br>Category "B" City |                        |  |
|------------|--|--|------------------------|--|
|            |  | Skilled<br>worker                            | Semi Skilled<br>worker |  |
| 1.         | Monthly Minimum Wages*   | 11674  | 10738                  |  |
| 1.         |  | (449 x 26)                                   | (413 x 26)             |  |
| 2.         | EPF contribution of employer* @ <u>13%</u>                                       | 1518   | 1396                   |  |
| 3.         | ESI contribution of Employer* @ <u>3.25%</u>                                     | 379  | 349                    |  |
| 4.         | (on account of minimum wages & employer ESI and EPF contribution) Total          | 13571  | 12483                  |  |
| 5.         | Service charges # (to be filled in figures and words both)                       |  |                        |  |
|            | (to be claimed by the contractor for providing each manpower each month          | (in words)                                   | (in words)             |  |
|            | for carrying out the work under the ARC). It should <b>NOT</b> be mentioned in   | (III WOIUS)                                  | (in words)             |  |
|            | PERCENTAGE. If any firm mention the service charge in PERCENTAGE their           |  |                        |  |
|            | financial bid will be <b>REJECTED</b> and <b>ZERO value are not acceptable</b> . |  |                        |  |
|            |  |  |                        |  |
| 6.         | GST/Service Tax  | It will be calculated @ prevailing           |                        |  |
|            | {as per the prevailing rate on (4+5). It is not to be filled up by the firm}     | rate as on date                              | of opening of          |  |
|            |  | Financial Bid                                |                        |  |
| 7.         | Grand total (4+5+6)  | Will be calculat                             | ed by the office       |  |
|            | (the amount to be paid to the firm for each manpower per month)                  |  |                        |  |
| 8.         |  | Deduction (to be made from the               |                        |  |
|            |  | minimum wages of the manpower                |                        |  |
|            |  | / employee                                   |                        |  |
|            | (i) EPF Contribution Employee* (@ <u>12%)</u>                                    | 1401   | 1289                   |  |
|            | (ii) ESI Contribution Employee* (@ <u>0.75%)</u>                                 | 87   | 80                     |  |
| 9.         | Total deduction from the minimum wages for the month {8(i)+8(ii)                 | 1488   | 1369                   |  |
| 10.        | Net Amount to be paid to each manpower/ employee for each month (1-9)            | 10186  | 9369                   |  |

\*These rates are as per the rates as on date as fixed by the central or state government, whichever is higher, and the same i.e. minimum wages and all other Govt. liabilities will be paid on revised rates as and when the same is revised during the period of Annual Rate Contract as, extended time to time.

"Service Charges to be claimed by the Firm/ Agency will remain constant/ unchanged for entire period of contract, as extended time to time.

The expenditure on account of bonus, gratuity etc. expect EPF, ESI and GST will have to be met out from service charges, so the firm may note it while quoting on account of service charge. Any additional expenditure on this account will have to be met out from the service charges to be claimed by the firm as the Institute will not consider any claim on this account. The bidder may note this carefully.

I/we agree to the forfeiture of the earnest money 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.

Name & address of the firm

Telephone No. : \_\_\_\_\_\_Mobile No. : \_\_\_\_\_

Signature with Seal of authorized signatory of firm