



ICAR – DIRECTORATE OF FLORICULTURAL RESEARCH

COLLEGE OF AGRICULTURE CAMPUS, SHIVAJI NAGAR, PUNE – 411 005, MAHARASHTRA

TENDER DOCUMENT

INVITATION OF TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR ANNUAL JOB WORK CONTRACT FOR “Sweeping and cleaning at ICAR – Directorate of Floricultural Research, College of Agriculture, Shivaji Nagar, Pune – 411 005 (Maharashtra)”

Contact Details

ADMINISTRATIVE OFFICER
ICAR – DIRECTORATE FLORICULTURAL RESEARCH
COLLEGE OF AGRICULTURE CAMPUS,
SHIVAJI NAGAR, PUNE – 411 005, MAHARASHTRA
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ICAR – DIRECTORATE OF FLORICULTURAL RESEARCH
COLLEGE OF AGRICULTURE CAMPUS, SHIVAJI NAGAR, PUNE – 411 005, MAHARASHTRA

File No. 29-5/2017-18/DFR (S&C)

Date : 04 /10/2017

E Tender Notice

NOT TRANSFERABLE

INVITATION OF TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR ANNUAL JOB WORK CONTRACT FOR “Sweeping and cleaning at ICAR – Directorate of Floricultural Research, College of Agriculture, Shivaji Nagar, Pune – 411 005 (Maharashtra)”

The ICAR-DFR invites **online** OPEN TENDER IN TWO BIDS (TECHNICAL AND FINANCIAL) through e-tendering from reputed firms with adequate experience and financial capability for providing the **Sweeping and cleaning** at ICAR-DFR, Pune office located at Shivajinagar and Hadapsar.

The open tender enquiry document contain the following:-

CRITICAL DATA SHEET
(SECTION)

TENDER NUMBER	29-5/2017-18/DFR (S C)
TENDER COST	Rs.500/- (Rupees Five Hundred Only) (Non-refundable) in the form of Demand Draft/Bankers Cheque in favour of DFR, Pune, payable at Pune.
DESCRIPTION OF WORK	INVITATION OF TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR ANNUAL JOB WORK CONTRACT FOR “Sweeping and cleaning at ICAR – Directorate of Floricultural Research, College of Agriculture, Shivaji Nagar, Pune – 411 005 (Maharashtra)”
TYPE OF TENDER	Two Bid System (Technical & Financial)
BID SUBMISSION START DATE AND TIME	06.10.2017 09.00 AM onward
BID SUBMISSION END DATE AND TIME	27.10.2017 upto 2.00 PM
DATE AND TIME OF OPENING OF TENDERS (TECHNICAL BID)	28.10.2017 at 3:00 PM
PRE-BID MEETING	11.10.2017 at 11:00 AM

DATE AND TIME OF OPENING OF TENDERS (FINANCIAL BID)	To be notified later only to those firms who qualify in the technical bid process.
OPENING OF BIDS	ICAR – DIRECTORATE OF FLORICULTURAL RESEARCH COLLEGE OF AGRICULTURE CAMPUS, SHIVAJI NAGAR, PUNE – 411 005, MAHARASHTRA
BID VALIDITY	120 days from the date of Technical Bid opening
EMD	Rs.10,000/- (Rupees Ten Thousand Only) in the form of DemandDraft/ Bankers Cheque in favour of Director,DFR , payable at Pune.
EMD VALIDITY	120 days from the date of Technical bid opening
SECURITY DEPOSIT (SD)/PERFORMANCE BOND (PB)	10% of the total contract value (Annually)/Bank guarantee /FDR in favour of Director,DFR, Pune
VALIDITY OF SD/PB	60 days after the expiry of the contract
SUBMISSION OF BIDS	Online bids (Technical & Financial) uploaded on CPP Portal (www.eprocure.gov.in/eprocure/app) from 06.10.2017 to 27.10.2017 upto 2.00 PM. Hard Copy of the EMD, Tender Fees to be submitted to ICAR – DIRECTORATE FLORICULTURAL RESEARCH, COLLEGE OF AGRICULTURE CAMPUS, SHIVAJI NAGAR, PUNE – 411 005, MAHARASHTRA before the closing date and time of the tender i.e 12.09.2017 upto 2.00 PM.
Details of tender	Tender Documents and Notice is also available on ICAR-DFR website www.dfr.icar.gov.in

ADMINISTRATIVE OFFICER (I/c)
ICAR – DIRECTORATE FLORICULTURAL RESEARCH
COLLEGE OF AGRICULTURE CAMPUS,
SHIVAJI NAGAR, PUNE – 411 005
MAHARASHTRA
Tel...020-25537024 , 25537692, Fax: 020-29710088
Website.... www.dfr.icar.gov.in

Dear Tenderer,

.....
.....

Online bids are hereby invited on behalf of the Secretary, Indian Council of Agricultural Research for contract for ANNUAL JOB WORK CONTRACT FOR “Sweeping and cleaning at ICAR – Directorate of Floricultural Research, College of Agriculture, Shivaji Nagar, Pune – 411 005 (Maharashtra)”. The terms and conditions of the contract, which will govern, are those contained in the general conditions of contract applicable to the contracts placed by the ICAR-DFR and detailed in the tender forms. Please submit your rates in the tender form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules. **Please submit your bids (technical and financial) online along with all other documents. The tender fees and EMD need to be submitted both online and in hardcopy form at ICAR-DFR College of Agriculture Campus, Shivajinagar, Pune before tender closing date.**

1. An earnest money of Rs.10,000/- (Rupees Ten Thousand only) must be deposited in the form of demand draft payable to Director, DFR at Pune. The particulars of the earnest money deposited must also be mentioned on the top of the envelope by indicating the draft/pay order number and date, etc failing which the Tenders will not be opened. The agencies which are exempted from submission of EMD, should enclose a valid exemption certificate to this effect. The Tenders will not be considered if earnest money/exemption certificate is not submitted with the Tenders. The EMD shall be refunded to unsuccessful firm without paying any interest by the ICAR.
2. The firm is being permitted to e-tender in consideration of the stipulations on its part that after submitting tender, it will not withdraw from offer or modify the terms and conditions thereof. If the firm fails to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by ICAR-DFR. In the event of the offer made by the firm not being accepted, the amount of earnest money deposited by the firm will be refunded to him after he has applied for the same, in the manner prescribed by the Council.
3. Director, DFR reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Directorate, for any justifiable reasons, not mandatory to be communicated to the Tenderer.
4. Decision of Director, ICAR-DFR shall be final for any aspect of the contract and binding to all parties, Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, DFR. 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.
5. Acceptance by the ICAR-DFR will be communicated by email/ fax/ letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the email/ fax / letter should be acted upon immediately.
6. In case the prices are revealed in the Technical Bid, the bid will be summarily rejected.
7. The Tenderers will be required to deposit an earnest money of Rs. 10,000/- (rupees ten thousand only) in the form of Demand Draft / Pay order drawn in favour of “Director, DFR” payable at Pune alongwith the quotations. The quotations received without earnest money will be summarily reject. Cheque will not be accepted.
8. The earnest money will be refunded to the tenderers only after the contract has been awarded to the successful firm. The earnest money will be forfeited in case the tenderer refuses the offer. No interest will

be paid on earnest money.

9. Successful tenderer will have to enter into a detailed contract agreement with DFR on non-judicial stamp paper of Rs. 100/- (rupees one hundred only) for the work. (specimen copy enclosed as Annexure-C)
10. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. 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 Institute.
11. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
12. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
13. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the DFR / Council shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
14. The annual job work contract will be awarded for a period of 1 year extendable on year to year basis for a further period of 2 years (total 3 years) subject to satisfactory services and on the same terms and conditions. The Director, DFR, Pune reserves the right to reduce or terminate the period of contract in case the Services are not found to be satisfactory by giving notice of not less than one month to this effect.
15. The DFR is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to Tenders for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.
16. Tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and DFR will not entertain any claim whatsoever in this respect. However the GST or any other tax which is as per the rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer as per rules/instructions made applicable from time to time by Government.
17. Director, DFR reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
18. **Submission of Essential Documents (For Technical Bid Evaluation) :** The following documents/vouchers must be enclosed with the Tender form for technical evaluation of the bids:
 1. The contract/agency must have a registration with the Contract Labour (Regulation and Abolition) Act. 1970. The contractor should have the labour license under this Act.
 2. Certified Balance Sheet of the firm for last 3 years with minimum turnover not less than Rs 25 lakh (Rs

25,00,000.00) , by the Chartered Accountant/ Authorized body.

3. Details of last three years continuous experience of the firm only **in the field of providing sweeping and cleaning services** in Central/State Govt. establishments/Autonomous bodies of Govt. of India/ Corporation of Govt. of India/ reputed public or private organizations be enclosed in tabular form. A list of clients and proof of satisfactory services issued by clients must also be attached. Experience in other areas will not be considered. Duly certified copies of the satisfactory services from at least 5 organizations where the tenderer is providing the services for the last 3 years
4. Employee EPF registration certificate issued by Govt. of India/State Government/ etc.
5. Employee ESI registration certificate issued by Govt. of India/State Government/ etc.
6. Self-attested copy of ESI/EPF payment certificate for last 1 year.
7. GST registration certificate issued by concerned organizations.
8. PAN card issued by concerned organizations.
9. Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 50 nos. (Staff/Supervisor) required with their ESI & EPF contributions. Documentary proof of vouchers required for the last one year.
10. Contractor/Agency is requested to submit Solvency Certificate of worth Rs. 05.00 Lakhs from Scheduled Bank. **The certificate should be of the date after the publication of the tender.**
11. Signed copy of the complete tender document including Schedule –I, Schedule –II, Annexure –I, Annexure - II etc.
12. Tender Fees of Rs 500/- and EMD of Rs. 10,000/- (rupees ten thousand only) and Tender Fees of Rs 500/- (Rs Five Hundred Only) in the form of demand draft / pay order in favour of Director, DFR payable at Pune.
13. Undertaking on firm / agency / company's letter head that the firm has not been blacklisted/debarred from providing sweeping and cleaning services by any Govt. Department/undertaking. Please enclose certificate as per format given below:

"It is certified that our firm M/S _____ has not been blacklisted/debarred from providing sweeping and cleaning services by any of the Central/State Government Departments/ Universities/ Government Undertaking /PSU etc. It is further certified that this statement is true and based on facts. If it is found false at any stage, I/we shall be liable responsible for the same and action as deemed fit may be taken against me/our agency."

Yours faithfully,

Administrative Officer (I/c)

Note 1 : Successful Tenderer will have to enter into a detailed contract agreement with the Institute on non-judicial stamp paper of Rs. 100/- .

Note 2 :Only those firms will be considered for financial bid who qualify in the technical bid.

SCOPE OF WORK :**GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR Sweeping and Cleaning at the ICAR – Directorate of Floricultural Research, College of Agriculture, Shivaji Nagar, Pune – 411 005 (Maharashtra)”**

Office is situated in three buildings – one in old buildings of the university and other in Old IARI Reg Stn building both located in College of Agriculture Campus, Shivajinagar. The third building is located in Manjri Farm, Hadapsar.

(i) Total area : 2100 sq. feet which includes 3 Rooms and varandaha

(ii) Total area : 3000 sq. feet which includes 5 rooms, 1 lab and 2 toilet, varandaha and its surroundings

(iii) Total area : 1500 sq. feet which includes 3 rooms and 1 toilet, varandaha and its surroundings

1. Dusting, mopping and cleaning of the entire area as mentioned above under the head 'Scope of work' during working hours an all working days.
2. Cleaning of doors, windows, panels of the rooms. Cleaning of dried leaves and tillers from the DFR compound daily.
4. Cleaning & Mopping of all rooms, varandaha, toilet daily or as and when required.
5. Cleaning of curtain falls, hinges of doors for any foreign material once in a week or as and when required.
6. Disinfecting, cleaning and sparkle washing of three toilets including the floor. The job has to be done daily and toilet paper, toilet soap, deodorant, etc. have to be replenished daily.
7. A daily log of activities has to be maintained under the supervision of building In-charge.
8. As desired by biology group, the disposable plants wastes has to be disposed off whenever needed according to the bulk of the waste (hazardous and non-hazardous).
9. Routine garbage has to be disposed off daily from each room.
10. Cleaning of almiraha, racks, bookshelves tables, chairs, office machineries/equipments. Dusting of files. Cleaning of office crockery.
11. All cleaning/mopping material shall be provided by the department.

TERMS & CONDITIONS

1. The manpower engaged should follow Office timings strictly and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office. The personnel engaged by the agency for above job contract will not be an employee of the DFR / Council and there will be no employer – employee relationship between the Council and the personnel so engaged by the Contractor. This contract is of the nature of service contract for a specific period and NOT Labour Contract.

The Agency shall be wholly responsible for making payment of monthly salaries to the personnel. Agency shall ensure to pay the monthly salaries not less than the minimum wages as prescribed under the Minimum Wages Act. The DFR shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel and bound to observe the effective provisions relevant law in reference to work. DFR shall not directly or indirectly engage any personnel of the agency during the period of contract.

The wages / salary shall be disbursed to labours through Cheque / cash at DFR by the Contractor / Agency by 7th of every month.

The agency shall be liable to pay all the taxes as per rules, laws in force or invoked during the currency of the agreement.

Mandatory deductions like EPF/ESIC wherever applicable must be made.

- Unauthorized deduction / deduction of employer's contribution for statutory obligation will not be made out of wages / salaries of the employees.
 - Agency will maintain a separate record of attendance of workers engaged by them which will be supervised by DFR.
 - Agency /firm / contractor has to indicate only the lump sum amount in respect of the annual job works under this contract and no request for alteration in the rates once quoted will be permitted. The rates quoted should include minimum wages, EPF, ESIC contribution and other statutory obligations.
2. The Director DFR reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Director, DFR shall be final and binding on the Contractor/Agency in respect of clause covered under the contract. Work will be awarded for a period of 1 year. Director, DFR reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the institute for a period upto 3 years on same terms and conditions, for any justifiable reasons, not mandatory to be communicated to the tenderer.
 3. The staff provided should also maintain secrecy and discipline in the premises of Institute.
 4. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of DFR for the purpose. All complaints should be immediately attended to by the Agency.
 5. The agreement is terminable with one month notice on either side.
 6. The contractor shall not sublet the work without prior written permission of the DFR.
 7. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
 8. The selected agency shall provide the necessary personnel at DFR as per Labour Acts prevalent in the State. The agency shall employ good and reliable persons with robust health of age group of 21 to 45 years. In case any of the personnel so provided is not found suitable by the DFR, the DFR shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
 9. No request for alteration in the rates once quoted will be permitted within one year.
 10. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The

- DFR shall not bear any extra charge on any account whatsoever i.e. EPF contribution, uniform, Liveries etc.
11. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provision of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the DFR from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, DFR shall be final and binding on the contractor.
 12. Income Tax will be deducted from the payments due for the work done as per rule.
 13. In case any deployed labour of the Contractor / Agency suffer by any type of injury while performing any duty, the Contractor will be wholly and solely responsible. Contractor will meet the claims made by such labour for medical expenditure and or expenditure incurred for rehabilitation and DFR would have no liability towards damages claims by such labour.
 15. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.
 16. The contract is subject to the condition that the tenderer will comply with all the Laws and Acts of Central Govt./ State Govt. relating to this contract made applicable from time to time.
 17. Risk Clause: DFR reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from S.D. or pending bills or by rising a separate claim.

FINANCIAL ARRANGEMENTS :

- a) The monthly remuneration rate, OTA rate per hour and service charges for every month for the service to be rendered by the Contracting Agency subject to the compliance of terms of this contract by the contracting agency will be as per the rates accepted by the DFR.
- b) The EPF/ESIC contribution shown in the breakup of the service charges will be reimbursed to the contracting agency only on production of proof of the depositing against the employee account.

LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contract amount, subject to a minimum 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 in any section. It will be brought to the notice of the supervisory staff of the firm by DFR and if no action is taken within one hour liquidated damages clause will be invoked.
2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

The Director, DFR reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director, DFR shall be final and binding on the contractor/agency in respect of any clause covered under the contract.

ICAR - DIRECTORATE OF FLORICULTURAL RESEARCH
College of Agriculture Campus, Shivaji Nagar, Pune – 411 005

TECHNICAL BID

Annual job work contract for “Sweeping and cleaning at ICAR – Directorate of Floricultural Research, College of Agriculture, Shivaji Nagar, Pune – 411 005 (Maharashtra)”

1. Name of the Firm : _____
Name of person whom to be contacted : _____
2. Full Address : Permanent _____
Present : _____
3. E-mail : _____
4. Mobile No. _____ Land Line No. Code _____ No. _____

S No	Particulars	Yes / No	Enclosed at page no.
1	Contractor / Agency should have valid labour contract license for its current contract. The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act. 1970. The contractor shall obtain the labour license under this Act.		
2	Minimum turnover of the firm should not less than 25,00,000/- (rupees twenty five lakhs only) each year during the last 3 financial years. Attach documentary proof.		
3	Details of last three years continuous experience of the firm only in the field of providing sweeping and cleaning services in Central/State Govt. establishments/Autonomous bodies of Govt. of India/ Corporation of Govt. of India/ reputed public or private organizations be enclosed in tabular form. A list of clients and proof of satisfactory services issued by clients must also be attached. Experience in other areas will not be considered. Duly certified copies of the satisfactory services from at least 5 organizations where the tenderer is providing the services for the last 3 years		
4	Employee EPF registration certificate issued by local govt. etc. (attach copy)		
5	Employee ESIC registration certificate issued by local govt. etc. (attach copy)		
6	GST registration certificate issued by Govt. etc. (attach copy)		
7	Copy of the PAN Number (attach copy)		
8	Self-attested copy of ESI/EPF payment certificate for last 1 year.		
9	Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 50 nos. (Staff/Supervisor) required with their ESI & EPF contributions. Documentary proof of vouchers required for the last one year.		

10	Tender Fees of Rs 500/- and EMD of Rs. 10,000/- (rupees ten thousand only) in the form of demand draft / pay order in favour of Director, DFR payable at Pune.		
11	Contractor/Agency is requested to submit Solvency Certificate of worth Rs. 05.00 Lakhs from Scheduled Bank. The certificate should be of the date after the publication of the tender.		
12	Signed copy of the tender document including Schedule –II, Schedule –III, Annexure –I etc.		
13	Undertaking on firm / agency / company's letter head that the firm has not been blacklisted/ debarred from providing sweeping and cleaning services by any Govt. Department/undertaking. as on page 06.		

Note: Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

Place:

Name & Signature of the contractor
with seal and address

Date:

TENDER SUBMISSION

To

Director
 ICAR - Directorate of Floricultural Research
 College of Agriculture Campus, Shivaji Nagar
PUNE – 411 005

Sir,

I/We have read all particulars regarding the General information and terms and conditions of the annual job work contract for ***“Sweeping and cleaning at ICAR – Directorate of Floricultural Research, College of Agriculture, Shivaji Nagar, Pune – 411 005 (Maharashtra)”*** agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Financial Bid and I/We agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

1. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with the requirements.
2. The following pages have been added to and form a part of this Tender. The Schedules-II and Schedule – III to accompany this Tender are at pages _____
3. Every page so attached with this Tender bears my signature and the office seal.
4. Pay order / DD No. _____ dated _____ of Rs. _____ drawn in favour of ICAR UNIT - DFR and payable at Pune is attached with Technical Bid as earnest money required.

Yours faithfully,

Signature and Seal of the Tenderer

Name : _____

Address : _____

Telephone No. Office : _____

Residence: _____

Mobile: _____

E-mail : _____

Date : _____

(To be attached in the Technical bid and submitted Online)**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)
 - Indian Companies Act, 1956
 - Indian Partnership Act, 1932(Please give names of partners)
 - 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 Tenders to refer dispute condemning business of the partnership to arbitration.
 - ii) If the answer to above is in point one and two is 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. Any act, if not, who are the owner. Please give
Given full name and addresses)
6. Here state specifically :
 - i) whether the price tendered by you is to the best of your knowledge and belief not more than the price usually charged by you for work of same nature / class or description to any private purchaser, if not state the reasons thereof, if any also indicate the margin of difference.
 - ii) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price, the reasons there of should be stated.
1. State whether business dealings with you have been banned by Deptt. Of supply / GOI /ICAR
2. Please confirm that you have read all the instructions carefully and have complied with accordingly.
9. Name and Full Address of your Banker :
10. Your Permanent Income Tax No./Circle/Ward
11. Any other relevant information

PART - II

12. Earnest Money Deposited: Yes/No

PART – III

13. Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders
14. Name of the Permanent Representative to be visiting DFR, Pune regarding the contract

Date: _____

Place: _____

AUTHORIZED SIGNATORY

(Please add supplementary pages to be numbered wherever needed by the Tenderer)

DRAFT SPECIMEN AGREEMENT

This agreement is made at (place)..... on (month/year)_day of between (Institute) (hereinafter called Institute) through (designation of the competent authority in the Instts.)..... 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 the..... (Institute has decided to assign the annual job work contract for providing (nature of job) at (Name of the Instts.)..... (location)to the firm on 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 (Name of the Instt.) by giving one calendar month's 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 for providing (nature of job)at..... (location)
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes 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 (name of the Instt.)..... shall have no liability on this account in any manner..
5. That the Firm shall ensure that all persons deployed at(name of the Instt.) premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. T h e . . . (name of the Instt.)shall have the right to ask for the removal from the (name of the Instt.) Premises any Personnel considered by the(name of the Instt.) to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the (name of the Instt.).....
7. The manpower deployed by the Agency should work as per the working days and timings of the (name of the Instt.) No extra wages will be paid for attending office on weekends, holidays and late -sitting.
8. Monthly consolidated charges for job/ work contract for providing s e r v i c e s a t (n a m e o f t h e I n s t t .) is as per terms and conditions specified and scope of work as per Schedule-1 in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Council. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Council in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan alongwith 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 the sole Arbitrator appointed by the (name of the I n s t t .) The decision of the sole arbitrator 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 (optional).
12. That the firm shall issue identity card to each of the workers engaged for entry into(name of the Instt.)..... 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 (name of the Instt.)..... 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 Compensation Act, 1943, E.P.F., E.S.I. & M.P. Act, 1947 etc. Finn agrees to indemnify and keep indemnified (name of the Instt.) on account of any failure to comply with the obligations under various laws or damage to ----- (name of the Instt.) 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 (name of the Instt.) and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the(name of the Instt.)..... 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 or(name of the Instt.).....
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 Council at v' hich 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 any one 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. 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 Co-ordinator for immediate interaction with the organisation.
25. The terms amd conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

1. 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 in any Section. It will be brought to the notice of the supervisory staff of the firm by .(Name of the Institute)..... and if no action is taken within one hour liquidated damages clauses will be invoked.

2. Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
3. If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 500/- per worker per day will be deducted from the bill.

The decision of Director, ICAR- DFR, Pune shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the Firm)

Director, ICAR – DFR, Pune

Witness :

- 1.
- 2.

Online Bid Submission Details

Online Bid Submission:

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

COVER - I (Following documents to be provided as PDF file)			
Sl. No.	Documents	<u>Particulars</u>	File types
1.	Technical Bid	Contractor / Agency should have valid labour contract license for its current contract. The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act. 1970. The contractor shall obtain the labour license under this Act.	.PDF
2.		Minimum turnover of the firm should not less than 25,00,000/- (rupees twenty five lakhs only) each year during the last 3 financial years. Attach documentary proof.	.PDF
3.		Details of last three years continuous experience of the firm only in the field of providing sweeping and cleaning services in Central/State Govt. establishments/Autonomous bodies of Govt. of India/ Corporation of Govt. of India/ reputed public or private organizations be enclosed in tabular form. A list of clients and proof of satisfactory services issued by clients must also be attached. Experience in other areas will not be considered. Duly certified copies of the satisfactory services from at least 5 organizations where the tenderer is providing the services for the last 3 years	.PDF
4.		Employee EPF registration certificate issued by local govt. etc. (attach copy)	.PDF
5.		Employee ESIC registration certificate issued by local govt. etc. (attach copy)	.PDF
6.		GST registration certificate issued by Govt. etc. (attach copy)	.PDF
7.		Copy of the PAN Number (attach copy)	.PDF
8.		Self-attested copy of ESI/EPF payment certificate for last 1 year.	.PDF
9.		Tender Fees of Rs 500/- and EMD of Rs. 10,000/- (rupees ten thousand only) in the form of demand draft / pay order in favour of Director, DFR payable at Pune.	.PDF
10.		Contractor/Agency is requested to submit Solvency Certificate of worth Rs. 05.00 Lakhs from Scheduled Bank. The certificate should be of the date after the publication of the tender.	.PDF
11.		Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 50 nos. (Staff/Supervisor) required with their ESI & EPF contributions. Documentary proof of vouchers required for the last one year.	.PDF
12.		Signed copy of the tender document including Schedule –II, Schedule –III, Annexure –I etc.	.PDF
13.		Undertaking on firm / agency / company's letter head that the firm has not been blacklisted/ debarred from providing sweeping and cleaning services by any Govt. Department/undertaking. as on page 06.	.PDF
COVER - II			
1.	Financial Bid	Price bid (BOQ)	.XLS

All the documents and BOQ has to be digitally signed by the bidder.

Admn. Officer (I/c)
FOR DIRECTOR