



File No.11-01/2017-18/Work Contract/ ICFMD

Dated:-

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR PROVIDING GENERAL ACTIVITIES OF SKILLED & UNSKILLED WORK CONTRACT AT, ICFMD, ARUGUL, JATNI, BHUBANESWAR.

- Cost of Tender Form 300/- (Rupees Three hundred only) non-refundable including VAT.
- Last date of sale of Tender Form is 02.08.2017 till 11.00 AM.
- Last date & time for submission of tender is 02.08.2017 till 11.00 AM.
- Tenders to be opened at 03.08.2017 on 2.00 PM.
- Tenders to remain open for acceptance up to 90 days from the date of opening.
- The Tender document is also available at our **website URL: www.pdfmd.ernet.in**
- Bid should be placed online on CPP Portal (<https://eprocure.gov.in/cppp/>)
- Separate Bids should be placed for different Tenders as follows.
 - Housekeeping Services (Tender ID: 2017_DARE_218668_1)
 - Engineering Services (Tender ID: 2017_DARE_218720_1)

Note :- The above tender IDs are in e-procurement system Government of India.
Both bids should be submitted separately.

NOTE:

- The Director, Directorate of FMD, Mukteswar may at his/her discretion, extend this date by a fortnight and such extension shall be binding to Tenderers.
- If the date up to which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance on next working day.
- All Communications must be addressed to Administrative Officer, Director, Directorate of FMD, Mukteswar.
- The pre-bid meeting for above tenders is on 27.07.2017 at 11.00 AM at ICFMD, Arugul, Jatni, Bhubaneswar. The firms who will attend the pre-bid meeting will be only eligible to bid for the tenders.

From: Administrative Officer,
Director, Directorate of FMD, Mukteswar

Dear Sir(s)

- Sealed tenders are hereby invited on behalf of the Director, Directorate of FMD, Mukteshwar for contract of providing services under **WORK CONTRACT OF GENERAL ACTIVITIES FOR SKILLED AND UNSKILLED SERVICES AT VARIOUS DIVISIONS/SECTION AT ICFMD, ARUGUL, JATNI, BHUBANESWAR.** The terms and conditions of the contract which will govern and contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tender form and its schedules. Please submit your rates in the tenders form if you are in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

Signature of the tenderer.....

2. Bid Security money of Rs. 10,000 (Rupees Ten Thousand only) must deposited in the form of DD/TDR/FDR in favour of ICAR Unit PDFMD, Mukteswar. The particulars of the Bid Security deposited must also be superscripted on the top of the envelope by indicating the DD/TDR/FDR number and date. The tender shall not be considered, if bid security/tender fee is not deposited with the tenders.
3. The tender is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders he will not revert to 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 bid security will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of Bid Security deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Institute.
4. The Schedules of the tenders form should be returned intact and pages should not be detached. In the event of the space provided on the scheduled form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tenders form. If any modification of the schedule is considered necessary, it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.
5. 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.
6. 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 & Bid Security forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Institute 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.
8. The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be super scribed “FOR WORK CONTRACT OF HOUSEKEEPING SERVICES FOR SKILLED AND UNSKILLED SERVICES AT ICFMD, ARUGUL, JATNI, BHUBANESWAR” and FOR WORK CONTRACT OF ENGINEERING SERVICES FOR SKILLED AND UNSKILLED SERVICES AT ICFMD, ARUGUL, JATNI, BHUBANESWAR with address of this office and the tenderer shall place two envelopes clearly marked containing technical bid and financial bid separately in main envelope (if technical bid is applied). All Tenders should be sent by Speed post/Registered Post/Online on CPP Portal. Institute will not be held responsible for any sort of postal delay. If tenders to be hand delivered should be put in the tender box, which will be kept in the Security Section, DFMD, Mukteswar nor later than time/date specified earlier.

Signature of the tenderer.....

9. The rates quoted by each firm for providing skilled & unskilled work contract for general activities in tenders are given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on tenderer behalf should be indicated in the tenders. Name and address of permanent representative, of the tenderer, if any, may also be indicated.
10. The Institute 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.
11. An amount of 10% of total contract value for the contract period as a security deposit in the form of DD/TDR/FDR for the contract is to be deposited by the selected agency/successful tenderer only after receiving a communication from the Institute. In the event of non-deposition of the same, the Bid Security will be forfeited.
12. No interest on security deposit and Bid Security deposit shall be paid by the Institute to the tenderer.
13. Service tax on any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and Institute will not entertain any claim whatsoever in this respect. However the service taxes 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.
14. Directorate of FMD, Mukteshwar 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.
15. Decision of the Director, DFMD shall be final for any aspect of the contract and binding to 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, Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & conciliation Act, 1996.
16. Acceptance by the Institute will be communicated by FAX/Telegram/Express letter or any other form of Communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/ Telegram/ Express letter etc. should be acted upon immediately.
17. The rate should be quoted keeping in view all statutory liabilities (like minimum, wages, EPF, ESI, Services Tax etc.) other factors like service charge, cost of input etc. If the quoted rates found lower than minimum prescribed liabilities the same may not be considered by the Institute for award of the contract.

Signature of the tenderer.....

18. Either party can withdraw the service of contract of Skilled and Unskilled Activities giving a prior notice of 60 days. But the performance security shall be forfeited proportionately for the remaining uncompleted period of contract.

19. The conditions/factors of termination of contract.

- a. Poor performance/unsatisfactory work.
- b. Non-compliance of terms and conditions of tender.
- c. Violation of prescribed Labour Laws.
- d. Agency found in unlawful activities.

Signature of the tenderer.....

18. a)

(i) Bids should be submitted in two bid format (i) Technical bid & (ii) Financial bid. (if applicable)

(ii) The following documents are required to be enclosed with the tenders form as Technical Bid:-

Sl. No.	Documents required
1.	Cost of Tender Form Rs. 300.00 (if download from the website)
2.	Bid Security in shape of DD/TDR/FDR for Rs. 10,000
3.	PAN Card in the name of firm/proprietor.
4.	ESIC Registration No. along with valid certified copy thereof.
5.	EPF Registration No. along with valid certified copy thereof.
6.	Bank solvency certificate for Rs. 20.00 lakhs issued from any nationalized bank should be attached.
7.	Last three years continuous experience of the firm in the field of providing such services in Central Govt. Establishment/Autonomous bodies of Govt. of India/Corporations of Govt. of India/reputed public or private organizations provide the details in enclosed tabular form.
8.	Other related documents, photocopy of Banker details along with name of bank and A/C No. and Address proof etc.
9.	Service tax registration certificate issued by the Govt. etc.
10.	The contractor/agency must have a registration with the relevant shop and Estt. Act of Labour Department.
11.	The firm/agency should have executed single order of services contract for Rs. 40.00 lakhs during last three year. <p style="text-align: center;">Or</p> Have executed two service contracts of Rs. 20.00 lakhs & above each during last three years. The performance report from the clients/customers should be enclosed as documentary evidence.
12.	Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 50 nos. (Staff/Supervisors) required with their ESIC & EPF contribution. Documentary proof of vouchers to be required and may be attached.

In absence of any of the above, bid will be rejected.

- b) The successful bidder will have to enter into detailed contract agreement with DFMD on non-judicial stamp paper for 100/-
- c) Contactor has to obtain Labour License under Contract Labour (Regulation & Abolition) Act 1970, If work awarded, within 30 days from the date of signing agreement.
- d) Only those firms will be considered for financial bid who will qualify in the Technical Bid.
- e) **If a firm quotes Nil charges/consideration over and above the minimum wages, the bid will not be considered.**
- f) Financial bid envelope should contain only financial bid as prescribed under the tender document.

Note: "The technical bids and financial bids may be submitted in separate envelopes to be sealed and put in a main cover" (if applicable)

Administrative Officer
For and on behalf of the Director
Directorate of FMD, Mukteswar

Signature of the tenderer

TENDER FOR THE CONTRACT OF GENERAL ACTIVITES OF SILLED/UNSKILLED JOB WORK CONTACT

Full Name & Address of the Tenderer in
Addition to Post Box No., if any, should
be quoted in all communications to this office :
Telephone No. :
Telegraphic Address/FAX/Cellular No. :
E-Mail Address :

To,
The Director,
Directorate of FMD, Mukteswar

I/We have read all the particulars regarding the General Information and other terms and conditions of the CONTRACT FOR WORK CONTRACT GENERAL ACTIVITES OF SKILLED & UNSKILLED and 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 Schedule-III to this Tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of Two year in the event of award of the contract.

1. I/we shall be bound by a communication acceptance dispatched within the prescribed time.
2. I/we have understood these 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 form a part of this Tender. The Schedules-I & II to accompany this Tender are at pages.
4. Every page so attached with the Tender bears my signature and the office seal.
5. DD/FDR/TDR No. _____ of Rs. _____ in favor of ICAR Unit is enclosed as Bid Security required.

Yours faithfully

Signature & Seal of the Tenderer
Telephone No. Office

Witness _____

Resi.

Address _____

Mobile

Occupation _____

Signature of witness to contractor' s Signature

Address:

Name & Signature of Witness:

Address:

QUESTIONNAIRE

The Tenderers should reply all questions of this questionnaire given below. If any question is not related to the tenderes they should write against the column 'Not Applicable. The Tenderers should also understand that their tender shall not be considered if the reply given by them is not clear.

1. Tender No Date of receipt of Tender
2. Date of Validity of the proposal
(validity of the proposal is desirable for 90 days from the date of receipt of the tender by the Institute.
In case the Tenderer wishes to make any change in it, then he must ensure that the validity of the proposal shall not be less than 90 days from the date of receipt of rates.
3. Firm' s PAN No. /TAN No.....
4. Status:
 - A. Self attested copy of current registration certificate in Service Tax Department, along with its validity date whether, there is any financial limitation, if yes indicate
 - B. Are you registered with Employees State Insurance Corporation (E.S.I.), Employees Provident Fund Organization (E.P.F.), Labour Enforcement Office, Service Tax Department? If yes, submit/enclose self attested copies of the above certificate
 - C. Are you registered under Indian Companies Act, 1956 or any other Act? If yes, enclose self attested copy
5. Please Indicate:-
Name and full address of your banker (Bankers):
Your Current Account No.
6. Have you ever been debarred as a penalty, from carrying out Work Contract by any Ministry/Department of Central or State Govt. or prohibited to join in Tenders? If yes, give full detail

Signature of witnesses

Signature of the tenderer
Name and address

Full name and address of the person
Who has signed for and behalf of the firm

SCHEDULE-1

SCHEDULE TO TENDER

Part – 1

1. Name of the Firm/Agency
2. Full address with post Box No. and Telephone No. if any
3. Construction of the Firm Agency (Attached copy)
Indian Companies Act, 1956
Indian Partnership Act, 1932
(Please give names of particulars)
any other Act, if not, the owners
4. For partnership firms whether registered under the Indian Partnership Act, 1932 please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender
 - i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tender, to refer dispute condemning business of the partnership to arbitration.
 - ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement on 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 partners
5. Name and Full Address of your Banker' s
6. Your Permanent Income Tax No./Circle/Ward
7. Any other relevant information

PART-II

8. Bid Security Deposited: Yes/No

PART-III

9. Name and Address of the Firm ' s representative
and whether the firm would be representing at
the time of opening of the Tenders

10. Names of the Permanent Representative to be
visiting DFMD, Mukteswar regarding the contract

Date: _____

Place: _____

AUTHORIZED SIGNATORY

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

Signature of the tenderer

TERMS & CONDITIONS

1. The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency to keep all the work points to be in operation by the substitute if any contractual worker leaves the point.
2. Changing of service provider/contractual staff, if any, should be intimated to DFMD Authority by the contractor.
3. The Director, DFMD reserves the right to reject any or all quotations in whole or in part without assigning any reason thereof. The decision of Director, DFMD shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
4. The service provider/contractual staff should also maintain secrecy and discipline in the premises of Institute.
5. The service provider/contractual staff would have adequate literary knowledge to cope up with the smooth operation of work.
6. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR for the purpose. All complaints should be immediately attended to by the Agency.
7. The agreement is terminable with two months notice on either side.
8. The Contractor shall not sublet the work without prior written permission of the DFMD.
9. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
10. The selected agency shall provide the necessary personnel to DFMD as per work order /agreement made the agency shall employ good and reliable service provider/contractual persons with good health. In case any of the personnel so provided is not found suitable by the DFMD, the DFMD shall have the right to ask for his replacement without giving any reason thereof and the agency will have to replace such persons immediately.
11. The persons so provided by the agency under the contract will not be the employee of the DFMD and **there will be no employer-employee relationship between the DFMD and the person** so engaged by the contractor in the aforesaid services.
12. Payment for service contract will be made monthly upon submission of pre-receipted bill.
13. Payment of the contractual staff should be made by the contractor through Account Payee Cheque/E-Payment on or before pre-assigned date i.e. 7th of succeeding month in presence of authorized representative of Institute. Payment to the contractor will be released on Production of bills along with relevant documents that the payment has already been made to the contractual workers.
14. In case the agency wishes to withdraw their contract/services, they must give a prior notice at least 60 days in advance from the date of withdrawal of contract/services.

Signature of the tenderer

15. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The DFMD shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA, bonus etc.
16. 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 provisions of law in force that may be applicable to them from time to time.
17. The contractor shall indemnify and keep indemnified the DFMD from any claims loss or damages that 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, DFMD shall be final and binding on the contractor.
18. Income Tax will be deducted from the payments due for the work done as per rule.
19. They should not leave their points vacant unless and until the reliever comes for shift duties, supervisor will maintain all the records & registers as per labour laws, which are kept at concerned section.
20. Changing of supervisor/contractual worker should be intimated to the nominated person/section-in-charge of the Institute.
21. The Contractor must employ adult contractual staff only. Employment of the child labour may lead to the termination of the Contract.
22. The contract is subject to the condition that the tenderer will comply with all he laws and the acts of Central Govt., State Govt. relating to this contact made applicable form time to time.
23. Risk Clause: DFMD reserves the right to discontinue the service at any time, if the services fare found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security deposit or pending bills or by rising a separate claim.
24. Any stationer items like register, scales, writing pad, pencils, stapler etc. will not be provided by the institute.
25. The Agency shall, within 15 days from the communication of the acceptance of the tender or such extended time as may be specified by the authority at his sole discretion, furnish performance security at the rate not less than 10% of total consideration payable under contract in the form of DD/FDR/TDR valid up to 60(days) after the date of completion of all contractual obligations by the Agency. In case the Agency fails to deposit the performance security within the aforesaid period, the contract awarded may be cancelled and bid security forfeited.
26. To make proper co-ordination Company/Agency authorities will visit the Institute campus frequently, so that discrepancies/irregularities related to matters may be directly conveyed to the Agency.
27. Initially services for skilled, Unskilled & Safaiwala (Janitor) work contact shall be awarded for one year but it can be extended further one year on the basis of performance.
28. The Institute will not be responsible either to the contractor or to its workers deployed at this Institute for any medical assistance/injuries/death or any kind of loss occurred to contractual labours.

Signature of the tenderer

29. Number of service points can be increased/decreased from time to time as per requirement of the Institute , Budgetary provisions etc. and therefore the agency will have to provide the appropriate license form the Labour department for the appropriate number of contractual staff.
30. The contractor will have to provide the details of (individual wise)EPF deposit with the concerned department and copy of the detailed list obtained from the EPF department/website should be submitted as a supporting document along with the bill of the succeeding month. Similarly firm should also provide evidence towards depositing the relevant amount towards ESI with details.
31. The Contractor will have to give at least revised minimum wages with other statutory liabilities as and when the minimum wages is revised during the concurrency of the contract.

Signature of the tenderer

LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contact 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 and /or work points left unattended it will be brought to the notice of the supervisory staff of the firm by DFMD 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, DFMD reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore, The decision of Director, DFMD, shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

Signature of the tenderer

List of Document submitted by the Bidder in Technical Bid

Sl. No.	Documents required	Yes/No	Page No.
1.	Cost of Tender Form Rs. 300.00 (if downloaded from the website)		
2.	Bid Security in shape of DD/TDR/FDR for Rs. 10,000		
3.	PAN Card in the name of firm/proprietor		
4.	ESI Registration No. along with valid certified copy thereof		
5.	EPF Registration No. along with valid certified copy thereof		
6.	Bank solvency certification for Rs. 20.00 lakhs issued from any nationalized bank should be attached.		
7.	Last three years continuous experience of the firm in the field of providing such services in Central Govt. establishment/Autonomous bodies of Govt. Of India/Corporations of Govt. of India/reputed public or private organizations provide the details in enclosed tabular form.		
8.	Other related documents, photocopy of Banker details along with name of bank and A/C No. and Address proof etc.		
9.	Service tax registration certificate issued by the Govt. etc.		
10.	The Contractor/agency must have a registration with the relevant shop and Estt. Act. Of Labour Department.		
11.	The firm/agency should have executed single order of services contract for Rs. 40.00 lakhs during last three year. Or Have executed two service contracts of Rs. 20.00 lakh & above each during last three years. The performance report/order copy from the clients/customs should be enclosed as documentary evidence.		
12.	Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 50 nos. (Staff/Supervisors) required with their ESI & EPF contribution. Documentary proof of vouchers to be required and may be attached.		

Signature of the tenderer.....

Details of the Minimum three years experience/work done.

Sl. No.	Name of the Deptt./Organization & Name of Contact Person with Ph. No.	Period		No. of staff an contract value	Remarks
		From	To		
1.					
2.					
3.					

(Authorized Signatory)

Signature of the tenderer.....

FINANCIAL BID

To,

The Director,
ICAR - DFMD,
Mukteswar

Ref:- Tender document no.

Sub:- Works contract for

I/We have all the particulars regarding the general information and other terms and conditions of the contract for works contract and agree to provide services and I/we propose the following rate for the contract-

Above works for Rs. (per month)

Above rate includes all taxes (if any applicable)

I/we promise that if my/our rates are accepted, I/we shall be bound to the terms & conditions as in the tender document.

If my/our rates are accepted, I/we shall be bound to submit the security deposit (10 percent of the total cost).

The validity of the rated quoted by me/us will be till the end of the contract/till date if validity of contract is increased or decreased by the Institute.

The notification issued by the Institute of acceptance of contract will be treated as contract agreement till the original agreement is prepared.

I/we know it very well that Institute is not obligated for accepting the lowest bid price as received in this tender and I/we am/are ready to obey the decision taken by the Institute.

Yours faithfully

Signatures of Tenderers

Date:-

Name:-

Address:-

Ph. No. :-

Seal of the Firm