

# **eProcurement System Government of India**

#### **Tender Details**

Date: 01-Feb-2024 04:44 PM



Basic Details				
Organisation Chain	Department of Agricultural R Research,DoARE,MoA  CIARI	esearch and Education  Indian Council of I-Port Blair - DoARE	Agricultural	
Tender Reference Number	57(246)/19-20/Estate			
Tender ID	2024_DARE_793257_1	Withdrawal Allowed	Yes	
Tender Type	Open Tender	Form of contract	Works	
Tender Category	Services	No. of Covers	2	
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No	
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No	
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No	

<u>Paym</u>	ent I	<u>nstruments</u>
Offline	S.No	Instrument Type
	1	Bank Guarantee
	2	Demand Draft
	3	FDR

Cover I	Cover Details, No. Of Covers - 2					
Cover No	Cover	Document Type	Description			
1	Fee/PreQual/Technical	.pdf	Tender Document			
2	Finance	.xls	BOQ			

Tender Fee Det	ails, [To	<u>tal Fee in ₹ * - 0.</u>	<u>.00]</u>	EMD Fee Details	5		
Tender Fee in ₹	0.00			EMD Amount in ₹	60,000	EMD through	Yes
Fee Payable To	Nil	Fee Payable At	Nil			BG/ST or EMD Exemption	
Tender Fee	No					Allowed	
Exemption Allowed				EMD Fee Type	fixed	EMD Percentage	NA
	1			EMD Payable To	ICAR Unit CARI, Port Blair	EMD Payable At	Garacharma

Click to view modification history

т					
Annual Rate C	Contract for providing Securi	ty and surveillan	ce services at ICAR CIA	RI, Port Blair	
Annual Rate C	Contract for providing Securi	ty and surveillan	ce services at ICAR CIA	RI, Port Blair	
Please refer To	Please refer Tender documents.				
NA	NA .				
Yes					
80,00,000	80,00,000 Product Category Manpower Supply NA				
	Annual Rate C Please refer T NA Yes	Annual Rate Contract for providing Securi Please refer Tender documents.  NA  Yes	Annual Rate Contract for providing Security and surveillan Please refer Tender documents.  NA  Yes  80,00,000	NA Yes 80,00,000 Product Category Manpower Sub category	

Contract Type vern	Tender	Bid Validity(Days)	180	Period Of Work(Days)	12
Locatione Procure	ICAR CIARI Port Blair	Pincode	744105	Pre Bid Meeting Place	NA
Pre Bid Meeting VST6 Address	NA	Pre Bid Meeting Date	NA	o p o g o o	ICAR CIARI Port Blair
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates			
Publish Date	01-Feb-2024 05:00 PM	Bid Opening Date	23-Feb-2024 03:00 PM
Document Download / Sale Start Date	02-Feb-2024 09:00 AM	Document Download / Sale End Date	22-Feb-2024 03:00 PM
Clarification Start Date	NA	Clarification End Date	NA
<b>Bid Submission Start Date</b>	02-Feb-2024 09:30 AM	<b>Bid Submission End Date</b>	22-Feb-2024 03:00 PM

r cument	SINO	O Document Name		Description		Document Size (in KB)	
	1	Tendernotice_1.pdf		Notice Inviting Te	nder	293.2	
ork Item	S No.	Document Type	Document	· Name	Description	Document	
ork Item cuments		Document Type Tender Documents	Document	: <b>Name</b> CUMENT.pdf	Description Tender Document	Document Size (in KB)	

Bid Ope	eners List		
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	karuppaiahchitra@gmail.com	Karuppaiah p	KARUPPAIAH
2.	sridhambiswas@gmail.com	S K Biswas	SRIDHAM KUMAR BISWAS
3.	d.karunakaran@icar.gov.in	DHANASEKAR KARUNAKARAN	D KARUNAKARAN
4.	shriravibabu123@gmail.com	Ravi Babu	RAVI BABU

GeMARPTS Details	
Reason for non availability of GeMARPTS ID	Urgent nature of Procurement
Remarks	No vendor has found available for the selected Consignee location on GeM Portal
Document Name	CertificateSecurity.pdf
Document Size (in KB)	178.54

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

	Gover	nment
TIA Un	<u>dertaking</u>	rement
Company of the last	_	

S.No Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1 PPP-MII Order 2017	Agree	
2 MSEs Order 2012	Agree	

Tender Inviting Authority		
Name	The Dircetor ICAR CIARI Port Blair	
Address	ICAR CIARI Port Blair	

Tender Creator Details				
Created By	C Siji			
Designation	UDC			
Created Date	01-Feb-2024 03:25 PM			
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# INSTRUCTIONS FOR ONLINE BID SUBMISSION

- The tender from/bidder documents may be downloaded from the website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Online submission of Bids through Central Public Procurement Portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) is mandatory. Manual/Offline bids shall not be accepted under any circumstances.
- There is no cost of bidding document. Tenders/bidders are requested to visit website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
- 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 Council reserves the right to accept or reject any or all the tenders.
- 4. The contractor will have to pay the Minimum Wages to the workers as notified/ circulated by the A&N Administration on the Gol, Ministry of Labor and Employments in Agriculture (Minimum wages with present VDA rates as notified by the A&N Administration being higher than those notified by the Central Government and revised time to time. The differential amount towards the revised Minimum Wages will be paid by the Office on production of valid documents.
- 5. The Service Charge quoted will remain valid and fixed (i.e., no changes in Service Charge will be considered) for 2 years from the date of award of contract. However, the bid may be extended by one more year after the 2 years on mutual agreement at the same service charge.
- 6. The interested Firms are required to deposit (in original) Earnest Money Deposit (EMD) of Rs. 60,000/- in the form of Demand Draft/Bank Guarantee/FDR from any of the Commercial Banks in favor of ICAR Unit: CIARI, Port Blair may be addressed to the Senior Administrative Officer I/c, ICAR Central Island Agricultural Research Institute, Port Blair 744105 on or before bid opening date and time as mentioned in the Critical Date Sheet.
- The firm should send the Original brochures of the product (if required) and may be addressed to the Senior Administrative Officer I/c, ICAR – Central Island Agricultural Research Institute, Port Blair – 744105 on or before bid opening date and time as mentioned in the Critical Date Sheet.
- 8. Bidders need not to come at the time of Technical as well as financial bid opening at ICAR-CIARI, Port Blair. They can view live bid opening after login on CPPP e-Procurement Portal at their remote end. If bidder wants to join bid opening event at ICAR-CIARI, Port Blair, then they have to come with bid acknowledgement slip that generates after successful submission of online bid.

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

# TECHNICAL BID:

- a. Registration certificate of the firm issued by the Appropriate Authority. [Registration under Private Security Agencies (regulation) Act 2005/ Shop & Establishment Act 1948 /the Indian Companies Act, 2013/or any other Applicable Act].
- b. Documentary evidence of last 3 years experience of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/Corporations of Govt. of India/reputed public or private organizations. Last 3 years will be determined from 01.01.2024.

- c. Certificate issued by a Chartered Accountant endorsing the annual turnover of the firm for the last 3 Financial Years, i.e., 2020-21, 2021-22 & 2022-23. Minimum turnover of the firm should not be less than Rs. 50.00 Lakhs (Rupees Fifty Lakhs only) during each of the last two financial years.\*
- d. EPF registration certificate.
- e. ESI registration certificate.
- f. Minimum 35 Nos. of Security guards, supervisors registered under ESI & EPF separately required with their ESI & EPF contribution Challans for at least 3 consecutive months from October, 2023 to December, 2023.
- g. GST Registration Certificate.
- h. Scanned copy of Earnest Money Deposit (EMD)/its exemption, if any.\*
- i. Copy of PAN/ TAN Number.
- j. Duly-signed Annexures II to VIII
- k. Duly-filled Checklist as in Annexure-X Bidders must ensure that all the above documents have been uploaded and clearly ticked on the checklist. Bids with any Unticked box in the checklist may be rejected. Hence, it is advised that only those firms should bid who have all the required documents. Further, any deviation between the checklist and the uploaded documents may lead to rejection of bids.
- Name and address of the firms local office at Port Blair with E-mail & contact No. of the office bearer.
- m. The firm must enclose a certificate indicating that there is no criminal legal suit pending or contemplated against them. Wherever needed, confirmation may be done by this office from Local Labour Laws Enforcement Agencies. Wherever it is found that the firm has defaulted with regard to any of the provisions of contract like non-payment of minimum wages, non-compliance of EPF/ESI contributions, repeated non timely payments of workmen, etc. in any organization of repute then the bid of the firm may be rejected on such grounds as non satisfactory past performance can be a criteria for rejection of bids. Such thing can be verified from appropriate authority, whenever required.

# **CLARIFICATION ON TECHNICAL BID EVALUATION:**

- a. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids and qualification of the bidders, the Institute may, at its discretion, ask any bidders for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Institute shall not be considered. The Institute's request and the response from the bidder shall be in writing.
- If a bidder does not provide clarification of its bid by the date and time set in the Institute's request for clarification, its bid may be rejected.
- Institute also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

\* Micro & Small Enterprises, Firms having NSIC Certificate, Central Government and State Government Bodies, PSUs, DIPP-recognised Start-Ups are exempted from Tender Fee & EMD/Bid Security.

Note: The documents should be named as per the key words highlighted in bold in the headings above and should be uploaded in the same order as above.

FINANCIAL BID:

(a) Price Bid as BoQ\_XXXX.xls (Refer Annexure -XI & XI-A)

#### FINANCIAL BID EVALUATION

- a. The Financial bid of the technically qualified bidders only will be opened.
- b. The bidder with the lowest bid price (L-1) shall be considered for award of contract provided the quoted rates are financially viable.
- c. In case of tie on evaluation of Financial Bids, the bidder having more experience of working with the Govt. Institution will be considered for award of contract.
- Notwithstanding the above, the Director reserves the right to accept or reject any tender from the tendering process and reject all tenders at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenderers.

Asstt. Administrative Officer (Works)

Asst. Administrative Officer central Island Agricultural Research Institute Port Blair-744101

### TERMS AND CONDITIONS

(To be given on Company Letter Head)

- The terms and conditions of the contract which will govern any contract made are those contained
  in the General conditions of contract applicable to the contracts and the special terms and
  conditions are detailed in the tender forms and its schedules. Please submit your rates online if you
  are in a position to furnish the requisite services in accordance with the requirements stated in the
  attached schedules.
- 2. An earnest money of (Rs. 60,000/-) (Rupees Sixty Thousand only) must be deposited in the form of demand draft/FDR/BG in favor of "ICAR Unit -CIARI, Port Blair" payable at Port Blair. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the Tender Reference Number and date. The tenders will not be considered if earnest money is not deposited. The EMD will be refunded to the unsuccessful tenderers as promptly as possible where as in the case of successful tenderer EMD will be refunded after deposition of Security deposit @ 3% of the contract value in form Demand Draft / Bank Guarantee/FDR.
- 3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resale 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.
- 4. If tenderer does not accept the offer, after issue of letter of award by the Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
- 5. The ICAR-CIARI, Port Blair is not bound to accept the lowest or any other tenders and also reserves to itself the right of accepting the tenders in whole or in part. You are however at liberty to bid 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.
- 6. An amount @ 3% of the contract value as a security deposit for the contract is to be deposited by the selected agency/successful tenderer only after receiving a communication from ICAR-CIARI, Port Blair. In the event of non-deposition of the same, the earnest money will be forfeited. The security deposit will be refunded on successful completion of the contract. The dues if any, not settled by the agency will be recovered from the security deposit.
- No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
- 8. The Statutory Tax liability which is as per the rule of the Central/State Govt. shall be the liability of the Contractor/Service provider to deposit in the concerned department as per the rule. TDS/surcharge shall also be deducted at source from the bills of the successful contractor as per rule.
- The Director, ICAR- CIARI, Port Blair 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.
- 10. Decision of Director, ICAR- CIARI, Port Blair, 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 of the 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.
- 11. Acceptance by the Institute will be communicated by mail / 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 mail / letter etc. should be acted upon immediately.
- 12. The supporting /allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of the staff/supervisor is to go on leave under intimation to this office.
- 13. Changing of staff /Supervisor should be intimated to this office. The work shall be executed strictly as per the schedule of work and instructions of the concerned HoDs/ Sectional In charges/ Farm Managers/ PS/ Head KVKs as the case may be.
- 14. The staff provided should also maintain secrecy and discipline in the premises of Institute.
- 15. The contractor shall provide security guards of age limit 40 to 55 years. The security guards deployed above this age will not be accepted by this Institute. The age limit of Security guards is 43 years for all categories except Ex-Serviceman (age limit for Ex-serviceman should be 40 to 58 years) for increased efficiency.
- 16. The Contractor has to engage atleast 10% Ex-serviceman as Security guards & 90% other category.
- 17. The Contractor shall keep a complaint register with his supervisor and it shall be open to verification by the authorized officer of CIARI, Port Blair for the purpose. All complaints should be immediately attended to by the agency.
  - a) The agreement is terminable with two months' notice on either side.
  - b) The contractor shall not sublet the work.
  - c) The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
  - d) The selected agency shall provide necessary personnel's for ICAR-CIARI, Port Blair as per labor acts prevalent in the A&N Islands. The agency shall employ good and reliable manpower with good health within the age group of 21 to 45 years. In case any of the personnel so provided is not found suitable, by the ICAR-CIARI, Port Blair, the ICAR-CIARI, Port Blair shall have the right to ask for their replacement without giving any reasons thereof and the agency shall have to replace such persons immediately.
  - e) The persons so provided by the agency under this contract will not be the employee of the ICAR-CIARI, Port Blair and there will be no employer-employee relationship between the CIARI, Port Blair and person so engaged by the contractor in the aforesaid services.
  - f) Payment for maintenance work will be made monthly upon submission of pre-receipted bill.
  - g) After physical inspection of the site, the detailed estimates including assessment/requirements of manpowers for carrying out seasonal farm operations and laboratory work etc. at this Institute. The tenders should indicate only the lump-sum amount in respect of all the services covered under this contract and that rates should not be proposed on the basis of man powers to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.
  - h) The rates to be quoted should include cost of each and every item including transportation cost, and manpower cost etc. based on prevailing minimum labor wages prescribed/notified by the A & N Administration or the GOI, Ministry of labour&

- **Employment, whichever is higher.** The ICAR-CIARI, Port Blair shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA, etc.
- The contractor will discharge all its legal obligations in respect of the workers 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 labor law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the CIARI, Port Blair 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 of Central or State. In case of any dispute, the decision of the Director, ICAR-CIARI, Port Blair shall be final and binding on the contractor.
- j) Income Tax will be deducted from the payments due for the work done as per rules.
- k) The contractor must employ adult labor only. Employment of child labor will lead to the termination of the contract.
- The contract is subject to the condition that the tenderer will comply with all the laws and acts of the Central Govt., State Govt., relating to this contract made applicable from time to time.
- m) Risk Clause: ICAR-CIARI, Port Blair 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 Security deposit or pending bills or by raising a separate claim.
- n) The work at this Institute should be supervised by providing a Supervisor on a full-time basis. Engaging of any worker as supervisor will not be allowed. The Supervisor so provided should have qualification/experience in agriculture.
- o) Work should be executed during working hours on working days or as and when required.
- p) The Service Charge quoted should be valid for at least two years from the date of award of contract.

### 18. LIQUIDATED DAMAGES CLAUSE / PENALTY CLAUSE:

- 1) If the allotted work is not done properly as per the satisfaction of the official by the contractor and there is no improvement in the work even after giving written order by institute then tender/contract will be cancelled after giving fifteen days notice to the contractor. The security deposit of the firm will also be forfeited. The defaulter firm will be debarred from applying in any of tender of the Institute for the next one year.
- 2) An amount equivalent to one day of contract amount, subject to a minimum of Rs.5000/- 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 sector of security. It will be brought to the notice of the supervisory staff of the firm by CIARI, Port Blair and if no action is taken within 4 hours, liquidated damages clause will be invoked.
- Any misconduct / misbehavior on the part of manpower deployed by the agency will not be accepted and such person(s) will have to be replaced immediately.

#### 19. Other terms & Conditions:

- In the tender for labour/manpower supply contracts, compliance by contractors regarding compliance of EPF & MP Act' 1952 needs to be specified along with other labour laws, names of contractors covered under the EPF & MP Act. The same can be searched and downloaded from the website – <a href="https://www.epfindia.gov.in"><u>www.epfindia.gov.in</u></a>
- Under the statutory provision, employee wise details of PF dues deducted from the salary/ wages of the employees along with employer's share should be submitted in the form of electronic

Challan cum return (ECR), thereafter, the generated e- Challan from the EPF website is to be submitted. Since the consolidated ECR of the contractor regarding manpower supplied to all public and private sectors will be very bulky and will create confusion/ excessive time and energy consumption at the level of DDOs, hence separate ECR's and a separate e- Challan as stated above with respect to the manpower deployed in this particular office is required to be submitted before releasing the payments to the contractor.

- At the end of the year, EPFO generates statement of accounts of individual members' account reflecting opening balance, contributions, withdrawals, interest and closing balance etc. The contractor has to submit these annual statements of accounts in the office/ Department.
- 4. Workers may be guided to obtain e- passbooks from EPFO website.
- If the tenderer requires interpretation of any clause, the decision of the Director, ICAR –CIARI, Port Blair shall be final and abiding.
- 6. The contractor will ensure timely payment of wages strictly as per Minimum Wages Act to the deployed manpower, contractor should deposit the wages directly into the bank account of deployed manpower. The stamped copy of the advice sent to bank should be attached with the bill. Contractor shall maintain the record of their attendance, deposition of ESI (if applicable), EPF etc. and submit such record to the authorized Officer of the Institute regularly every month along with the bill. During the contract period, no accommodations will be provided by ICAR-CIARI, Port Blair to the contractor and his deployed manpower.
- The contractor shall issue a monthly wage slip to the workers with the details of payment and deductions.
- 8. The contractor will provide and maintain specified FIRST AID BOX at the premises and observe rules and laws as required by Contract Labor (R&A) Act, 1970 and contract Labor (R&A), Rules 1971 and as amended from time to time.
- The successful Contractor/Agency will have to enter into an agreement Deed on Stamp Paper for execution of job contract on the above terms & conditions of the contracts of the contract before start of contract job.
- 10. The Director, ICAR-Central Island Agricultural Research Institute reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of the Director, ICAR-CIARI, Port Blair shall be final and binding on the contractor / agency in respect of any clause covered under the Contract.

'Terms and Conditions are acceptable'

DATE:

Signature of the Authorized Signatory with Official Seal

### DRAFT AGREEMENT TO BE SIGNED BY THE CONTRACTING AGENCY

- List showing the jobs to be carried out by the Contracting Agency is attached as Annexure IV.
   However, these are only illustrative and not exhaustive. Additional jobs or modifications in the job
   will be carried out with approval of the authorities of ICAR-CIARI, Port Blair. Instructions showing
   the type of personnel to be deployed are attached as Annexure V.
- The Contracting Agency shall render the services on job contract basis which includes EPF
  contribution and any other statutory provisions and liabilities to be discharged by the Contracting
  Agency.
- 4. Security guards to be deployed shall preferably be Ex-servicemen with robust health and clean record within age group of upto 55 years. The watch and ward will be round the clock and through all seven days of the week and shall be changed as per requirement of the ICAR-CIARI, Port Blair from time to time. In case there is any change in employment of the Security Guard, such changes shall be intimated by the Contracting Agency in writing well in advance.
- The Contracting Agency shall employ its own staff / employees as may be required for the purpose
  of execution of the work which shall be subject to the approval of the ICAR-CIARI, Port Blair.
- 6. The Contracting Agency will discharge all legal obligations of their employees in respect of their wages and other 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 viz., statutory obligations under Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, Workmen's compensation Act, EPF & MP Act, Industrial Disputes Act, etc. The Contracting Agency will indemnify and keep indemnified the ICAR-CIARI, Port Blair from any claim, loss or damages that may be caused to the ICAR-CIARI, Port Blair on account of the Contracting Agency's failure to comply with their obligations under the various laws towards their staff / employees employed by them or any loss or damage to one part due to acts / omissions on other part. The ICAR-CIARI, Port Blair will not be responsible for any loss caused so. It will be contracting agency that is fully responsible.
- 7. The security items like whistles, torch, danda, gumboots, raincoats, umbrellas and stationery items like registers, scales, writing pads, pencils, staplers, etc. will not be provided by the ICAR-CIARI, Port Blair and uniforms will not allowed to be washed in the ICAR-CIARI, Port Blair. The uniform of the security personnel and other related items as mentioned above will be provided by the Contracting Agency. ICAR-CIARI, Port Blair has to pay only the amount which will be finalized as per contract. Providing all the necessary items and Uniforms is mandatory.

- 8. The Contracting Agency shall submit their bills to the ICAR-CIARI, Port Blair office after completion of each month during the first week of the following month of the services rendered previous months. The payment will be made by RTGS on receipt of confirmation regarding satisfactory execution of services by the officer authorized for this purpose. In case the services are not provided up to the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of the Director, ICAR-CIARI, Port Blair whose decision shall be final and binding on the Contracting Agency.
- 9. The Contracting Agency shall submit the record of payment made to security guards on monthly basis and shall ensure that the payment is made as per Minimum Wages Act and through A/c payee cheques / RTGS only. Submission of proof of contribution towards EPF, GST along with monthly bills is mandatory.
- The Contracting Agency agrees to get all the security staff members and their employees insured against any liability arising under the workman's compensation act or under the common law. The Contracting Agency agrees to indemnify against any claim that the ICAR-CIARI, Port Blair may have to meet in respect of their staff members and / or workman / employees on account of any accident or for any other reason.
- 11. It is further clarified that under no circumstances, the staff member and or the workmen / employees or the Contracting Agency shall be treated, regarded or considered or deemed to be the employees of the ICAR-CIARI, Port Blair and the Contracting Agency alone shall be responsible for their remuneration, wages, etc.
- 12. Contracting Agency will ensure that no theft or damages to the ICAR-CIARI, Port Blair property should take place during the tenancy of the service contract of the Contracting Agency. In case any theft or damage to the ICAR-CIARI, Port Blair property occurs during the service contract period with the Contracting Agency due to the negligence of the security staff / employees of the Contracting Agency, the Contracting Agency shall be held responsible for such losses and damages, if after an enquiry, the ICAR-CIARI, Port Blair comes to the conclusion that the loss is attributable to the negligence on part of security personnel of the Contracting Agency. The Contracting Agency shall attend all the police cases from time to time during the contract period, if required.
- 13. The service agency will ensure that the National Flags are hoisted / lowered, at the respectable places on the top of the buildings as per the flag code and hence will be completely responsible for the lapse in this regard. Any problem in this regard should be reported in writing to the undersigned or other senior officers.
- 14. The Contracting Agency will provide the Security Service round the clock in three shifts running from 6.00 a.m. to 2.00 p.m.; 2.00 p.m. to 10.00 p.m. & 10.00 p.m. to 6.00 a.m. In case any lapse in this regard comes to the notice of any Officer authorized by the Director, ICAR-CIARI, Port Blair action as deemed fit will be taken to make suitable deduction from the monthly bill of Contracting Agency.
- 15. If any question or dispute arises between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights or liabilities of the parties hereto, then such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the ICAR. His award shall be governed by the provisions of Arbitration & Conciliation Act, 1996 for the time being in force in Indian Union and shall be binding on both the parties hereto.

- 16. The Contracting Agency shall inform the ICAR-CIARI, Port Blair of their having been granted the approval by the Government of India/ Andaman & Nicobar Islands to operate as Private Security Guards Agency under regulation of Employment and Welfare Act, 1981. The Contracting Agency shall obtain the license under section 12 of the contract labour (Regulation & Abolition) Act, 1970 from the Competent Authority and shall also keep them registered with any other concerned authority as required by any other law. During the currency of agreement Contracting Agency shall have license under section 12 of the contract labour (CR&A) Act, 1970. In default of these agreement contract will be liable to be terminated with forfeiture of performance security.
- 17. Notwithstanding anything contained in clause 1 to 16 it is expressly agreed and understood that the ICAR-CIARI, Port Blair at its discretion will terminate the agreement in case of following contingencies:
  - a) If the Contracting Agency fails to execute the work entrusted to the satisfaction for which ICAR- CIARI, Port Blair shall be the sole judge.
  - b) If the Contracting Agency fails to discharge their legal obligations towards the security personnel employed at ICAR-CIARI, Port Blair premises.
  - c) If for any reason whatsoever, the Contracting Agency is not able to perform their part under this agreement for continuous period of three days or more.
  - d) If the Contracting Agency commits breach of any of the clauses of the agreement.
  - e) If the ICAR-CIARI, Port Blair is required to pay any damages and / or compensation and / or any payment to their Customers / visitors on account of any negligent action and / or misbehavior on part of the Contracting Agency.
  - f) If the Contracting Agency is unable to give proper account of tools, equipment's, etc. entrusted to them for their custody and fails to return when demanded for the execution of work under this agreement.
  - g) The ICAR-CIARI, Port Blair will not be made liable or responsible to the officials of Security Guard Board. In case any objection in connection with security guards is raised by the Security Guards Board, it shall be the sole responsibility of the Contracting Agency to satisfy any of the officials of the Security Guards Board.
  - h) Under no circumstances, the ICAR-CIARI, Port Blair shall be made liable for additional monetary involvement besides that what has been mutually agreed upon.

#### 18. PENALTY CLAUSE:

- i) The Security guards on duty must wear / possess proper uniform, cap, lathi, name badge, shoes and identity cards, etc. else fine of Rs. 100/- for each incidence of violation shall be imposed.
- ii) No Security guard shall perform double duty. In case they are found performing double duty or remain absent from the duty a penalty of double the wages shall be recovered from the security bill
- iii) Daily list of Security Guards on duty should be provided to the office at least one day prior.
- iv) A detailed list of Security Guards along with their photographs attested by the agency including their permanent addresses & contact nos. should be provided to the office for record before taking over the charge of security one day in advance.
- V) All security guards must be issued Identity Cards, which they must promptly display all the times while on duty.

In case of violation of any of the above stipulations, the ICAR-CIARI, Port Blair will have the right to terminate this agreement without notice and will not be liable to pay any damages and / or loss which may be suffered by the Contracting Agency on account of termination of this agreement.
Read and agreed all the above stipulations

Date:

Place:

(Signatures & Seal of the Firm Proprietor)

# **ANNEXURE - IV**

# CHARTER OF DUTIES FOR SECURITY PERSONNEL TO BE ENGAGED AT ICAR-CIARI, PORT BLAIR CAMPUS

S. No.	DETAILS
(a)	To ensure Proper locking / unlocking of all doors and windows and report the caretaker and the concerned Officer immediately after closure of office.
(b)	To ensure that no unauthorized persons or vehicles get entry into the guarded premises in an irregular manner.
(c)	To ensure safe custody of keys.
(d)	To regulate traffic and ensure proper parking of vehicles.
(e)	To conduct regular patrol along the specified beats.
(f)	To ensure that no stray cattle / dogs get access to the guarded area.
(g)	To check pilferage and implement anti-theft measures.
(h)	To check and keep the record of all out-going material through gate pass signed by the authorized officials.
(i)	To check / control / search staff engaged by any other contractor or person having access to the building.
( j)	To be conversant with the location of fire alarm switches and hydrants and fire extinguishers and operate them in case of need and assist the fire brigade in their operation.
(k)	Not allowing unauthorized persons except the staff members with due permission of the Competent Authority in the guarded area.
(1)	To maintain complete record of visitors.
(m)	To maintain record of incoming and outgoing vehicles wherever applicable.
(n)	To report unusual events in unusual circumstances suspicious in the area of premises.
(0)	To keep record of staff members who are required to sit beyond office hours or attend office on Saturdays / Sundays and Closed Holidays in a register and obtain their signatures.
(r)	To ensure put on/off street lights, corridor lights, fan etc. before and after office hours as and when required.
(q)	To hoist and lower the National Flags at Institute building as per the flag code.
(r)	Any other duty as assigned by the Competent Authority of the Institute.

Read and agreed all the above stipulations

(Signature of Bidder)

# GENERAL INSTRUCTIONS REGARDING DEPLOYMENT OF THE SECURITY GUARDS

- 1. The guards should be healthy, should have desirable physique and proper experience and may be shuffled from time to time.
- 2. All the guards should preferably be Ex-servicemen.
- 3. The guard should be able to communicate in Hindi and also in English, if possible.
- 4. The guard should perform one shift per day, double duties are not allowed.
- 5. The guard should not develop social relationship with ICAR-CIARI Staff.
- 6. The guard should be provided with uniforms, whistle, torch, *lathi*, etc by the security agency.
- 7. The guard should wear neat uniform while on duty along with identity cards.
- 8. They should not leave the point unless and until the reliever comes for shift duties.
- 9. They have to verify after 5.30 pm that all rooms/ buildings are locked properly.
- 10. They should not give lenient or casual impression in the duties and they should be alert and attentive.
- 11. They should not allow anybody with vehicles to office or inside the campus without proper entry in the visitors registers.
- 12. They should observe movements of all the staff, labourers and visitors, etc.
- 13. All the vehicles are to be parked in the parking place only. The vehicle has to be checked by the Security Guard on duty while coming inside and while going out also.
- 14. Proper entries are to be made while handing over key to any staff of ICAR-CIARI, Port Blair and while taking over too.
- 15. The security personnel should follow strict attendance and alternative arrangements are to be made by the agency whenever any security guards going on leave under intimation to this office.
- 16. Changing of Security Guards should be intimated to the caretaker.
- 17. Patrolling to the identified points to be carried out every hour in the night.
- 18. The security staff should follow the codal formalities of Security System while on duty.
- 19. The Security personnel should ensure that pass has been issued by the Competent Officers for the items taken out of the campus. In case of any doubts, they should immediately contact Officer-in-Charge, Security.
- 20. They are expected to behave in a proper manner and maintain decorum in the premises.

Read and agreed all the above stipulations.

(Signature of Bidder)

# **Duty Points**

1.	Main Gate	- One point (4 x 8 hours)
2.	Polyhouse to Horticulture and Field Crops Area	- One Point (3 X 8 hours)
3.	Calicut Gate Area	- One point (3 X 8 hours)
4.	Residential Complex at Garacharma Farm, Guest House, Rajaji Nagar	- One point (3 x 8 hours)
5.	Central Laboratory, Workshop/ Administrative Building, Library and zero point area	- One point (3 x 8 hours)
6.	Animal Science Complex	- One point (2 x 8 hours)
7.	Sippighat Farm	- One Point (3 x 8 hours)
8.	Bloomsdale Farm	- One Point (3 x 8 hours)
9.	Marine Hill Laboratory and Office	- One Point (3 x 8 hours)
10	). Marine Hill Residential Complex/ Guest House	- One point (1 x 8 hours)
11	. KVK, Sippighat Farm	- One point (3 x 8 hours)
12	2. Director's Residence	- One point (1 x 8 hours)

# (Total 32 Security Guards excluding relievers\*)

Read and agreed all the above stipulations.

(Signature of Bidder)

<sup>\*</sup> The number may be increase or decrease in future on actual requirement basis.

# **ANNEXURE - VII**

# (To be given on Company Letter Head)

Name of the Firm		

Registered /Postal Address

1.	Pe	ermanent Account Number (PAN) No		
2.	GST Registration No. if applicable		AND THE STATE OF T	
3.	BA	BANK DETAILS:		
	а	Bank Name		
	b	Branch Address		
	С	Account No		
	d	Type of Account (Current/Savings)		
	е	MICR No		
	f	IFSC Code		
	g	RTGS/NEFT Code		

Date: Name of the Authorized Signatory

Place: Official Seal & Signature

# TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

То	7	Date.
Te	ıb: /	Acceptance of terms and conditions of tender.  r Reference No.:  of tender/work:-
	De	ar Sir,
	1.	I/we have downloaded / obtained the tender documents(s) for the above mentioned 'Tender/work' from the web site(s) namely:
	7	As per your advertisement, given in the above mentioned website(s).
	1.	I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No to (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms / conditions / clauses contained therein.
	2.	The corrigendum(s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
	3.	I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality / entirety.
	4.	I/we do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public Sector Undertaking.
	5.	I/we certify that all information furnished by the our Firm is true and correct and in the event the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
		Yours faithfully.

(Signature of the Bidder, with Official Seal)

# **ANNEXURE - IX**

# DETAILS OF JOB WORK CONTRACT AND E.M.D.

SI. No.	Item		Earnest Money in INR	File No. for reference
1	Annual rate contract for providing security & surveillance at ICAR-Central Island Agricultural Research Institute, Port Blair - 744105	32	60,000/-	F. No. 57(246)/19- 20/Estate/

### CHECK LIST FOR UPLOADED DOCUMENTS

(To be given on Company Letter Head)

S. No.	Document to be uploaded	Scanned Copy Uploaded	
		YES	NO
1.	Name & address of the Firm local office at Port Blair with E- mail & contact no. of the office bearer.		
2.	Registration Certificate of the Firm		
3.	Documentary evidence of last 3 years <b>experience</b> of the firm.		
4.	Certificate issued by a Chartered Accountant endorsing the annual turnover of last 03 years		
5.	EPF registration certificate		
6.	ESI registration certificate		
7.	Minimum 35 Nos. of Security guards, supervisors registered under ESI & EPF separately required with their ESI & EPF contributions. Documentary proof of vouchers [i.e. Challan for the months of October, 2023 to December 2023] to be required and may be attached.		
8.	GST Registration Certificate		
9.	PAN/TAN (Proof to be attached)		
10.	Scanned copy of Earnest Money Deposit (EMD)/its exemption, if any*		
11.	Duly-signed Annexures – II to VIII		<

I hereby certify that the information furnished at serial no. 1 to 11 are full and correct to the best of my/our knowledge. We understand that in case of any deviation in the above statement at any stage, the company/Agency will be blacklisted and will not have dealing with this office or any other Govt office in future.

DATE:

Signature of the Authorized Signatory with Official Seal

# Financial Bid

(The financial bid should be uploaded in the BOQ Excel Format)

The tender will remain open for acceptance up to 90 days from the date of opening of financial bid. The rates tendered will be valid for a period of one year from the date of acceptance of the rates subject to revision of VDA component as notified by the Central Labour Commission, Govt. of India.

Any increase in minimum wages and corresponding variable DA, and statutory levies as evidenced by the Government Order will be paid extra as applicable, by the Bureau subject to approval of the Competent Authority. The claim for payment of revision of minimum wages/VDA will be processes at the Bureau. The claim of revision of rates will be made only with authenticated copies of the orders issued by Ministry of Labour and Employment, Government of India.

I/We agree to forfeit of the earnest money if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender Document.

I/we have carefully read the terms and conditions of the Tender and we agree to abide by these in letter and spirit.

I/we hereby declare that we shall maintain the required register/forms/notices as prescribed by the Central Labour Commission and we also agree to check and verify the above said documents by the authorised representative of the Principal employer as and when required.

Signatu	re	
Name & Address of the fir		
	Talaukana Na	
	Telephone No	
	Mobile No	
	E-mail.	

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

Price bid for ANNUAL RATE CONTRACT FOR PROVIDING SECURITY & SURVEILLANCE at ICARCentral Island Agricultural Research Institute, Port Blair - 744105.

Category wise personnel	Quantity of guards (A)	Daily wages as per the rate fixed by Govt. of India from time to time including (Not to be quoted by bidder) (B)	EPF contribution towards employee EPF and administrativ e expenses (Not to be quoted by the bidder) (C)	Company's/ Firm/Agency /Service charges (D)	ESI (if any) (E)	Any other Charges (if any) (F)	Total Service Charges (per day) (Rs.) (A) * (D) + (A) * (F)
Security Guards (without arms)	32	832	113.24				
		4 - 4   4   5   5				Total	

Note: PLEASE QUOTE YOUR RATE PER DAY.

Note: The rate quoted should account for all the statutory liabilities like EPF/ESI/Any other charges, if not applicable enter 0 (Zero).

The service charges should be quoted separately in the earmarked cell.

Condition: The work order will be given on actual requirement basis of guards in the particular month and season.

Note: The above mentioned Financial Proposal/Commercial Bid format is provided as BoQ\_XXXX.xls along with this tender document at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial Bid. **Bidder shall not tamper/modify downloaded price bid template in any manner**. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ICAR-CIARI, Port Blair.

#### INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are requested to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.

## **REGISTRATION:**

- Bidders are required to enrol on the e-Procurement module of the Central Public Procurement
  Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) by clicking on the link "Online Bidder
  Enrolment" on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate
  (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority
  Recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 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 DSC's to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering 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, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, other keywords etc. To search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the
  required documents / tender schedules. These tenders can be moved to the respective 'My
  Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail
  in case there is any corrigendum issued to the tender document.
- 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:

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the
  documents required to be submitted as part of the bid. Please note the number of covers in

which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviation from these may lead to rejection of the bid.

- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the
  tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG
  formats. Bid documents may be scanned with 100 dpi with black and white option which helps in
  reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card Copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### SUBMISSION OF BIDS:

- Bidder should log into the site well in advance for bid submission so that they can 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.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as "Offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The
  Original should be posted / couriered / given in person to the concerned official / tender box,
  latest by the last date of bid submission or as specified in the tender documents. 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.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed.
- Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidder's 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.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to

symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorised bid openers.

- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 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:**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 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.