

F.No. 1(14)/2021/GeM./Estate

Date: 02-06-2023

Notice inviting Tender through Government e-Marketplace (GeM)

Bid NO: GEM/2023/B/3521416

ICAR-CPCRI invites ONLINE bids for Supply of Agricultural Labours for farm work at ICAR-CPCRI, Kasaragod as mentioned below:

SI. No	Item	Quantity
1.	Agricultural Labour - Hard Nature	26
2.	Agricultural Labour - Hard Nature (Climber)	2
3.	Agricultural Labour - Hard Nature(Neera Tapper)	2
4.	Agricultural Labour - Hard Nature (Special Operation)	13
5.	Agricultural Labour - Light Nature	18
6.	Agricultural Labour - Hard Nature (Milkman)	1
	Total Manpower	62

Online bids are invited through **GeM** in two bid systems (i) **Technical bid** and (ii) **Financial bid** on behalf of Director, ICAR-CPCRI, Kasaragod from eligible bidders for supply of Farm Labours for Agriculture Nature of works at CPCRI Kasaragod.

Bid Start Date: 02-06-2023 **Bid End Date:** 19-06-2023

Pre-Bid Meeting: 14thJune 2023 at 15:00 hours as mentioned below Topic: Online Contractual Manpower outsourcingPre-Bid meeting Time: June14, 20233:00 PM India Join Zoom Meeting https://us02web.zoom.us/j/87495423477?pwd=OGwwdXU0QmpwditBeXIBY1dzN0JoZz09

Meeting ID: 874 9542 3477 Passcode: cmo123

Following certificates is need to be uploaded in GeM portal by the bidder for Technical evaluation (in PDF format)

i	Self Attested copy of Declaration stating that Firms / Contractors must have undertaken similar type of works in the past (<i>For relaxation of MSE / Startups / SHG, necessary certificates to be uploaded</i>)		
ii	Self Attested copy of the PAN card, EPF and ESI registration details.		
iii	Self Attested copy of Profit and Loss Account and Total Annual Turn Over of the firm should not be less than Rs.75.00 lakhs in any of the last three financial years duly certified by the Chartered Accountant (<i>For relaxation of MSE / Startups / SHG,</i> <i>necessary certificates to be uploaded</i>)		
iv	Self Attested Certified copy of Balance sheet of the firm in any of the last three years of the service contract signed by the Chartered Accountant.		
v	Copy of Bid Securing declaration (Annexure-I) (For relaxation of MSE / Startups / SHG, necessary certificates to be uploaded)		
vi	Geographical Presence an undertaking by the firm stating that a branch office will be opened by the firm / bidder near the Work location, i.e., Kasaragod, Kerala , in case of a successful bidder.		

(To be given on Company/Contractor Letter Head)

BID SECURINGDECLARATION

I / We hereby Accepting that if we, withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, we will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Yours Faithfully,

Date :

Place :

Authorized Signatory

(Signature of the Bidder, with Official Seal) Mobile Number:

Email id :

ADDITIONAL TERMS & CONDITIONS

- The work order will be up to <u>One Year from the date of issue of work order</u>. If required, <u>Director, ICAR-CPCRI, Kasaragod reserves the right to REDUCE OR</u> <u>TERMINATE the period of contract for any justifiable reasons or to EXTEND the</u> <u>duration of the contract for a period of up to One year in the interest of the</u> <u>Institute</u> subject to satisfactory performance of the firm on same rate / Terms & Condition.
- 2. **The Bidding Price is inclusive of GST is inbuilt in the GeM system.** However, GST is exempted for supply of farm labour for Agricultural Nature of works as per Ministry of Finance, Dept. of Revenue Notification No. 12/2017- Central Tax (Rate) dated 28th June 2017. Accordingly, the <u>work order amount will be excluding of GST</u>.
- 3. The personnel engaged by the contractor shall be at no time, be treated as the employees of CPCRI, and also shall have no claim to be regularized in the service of CPCRI, Kasaragod.
- 4. <u>The number of manpower mentioned is approximate. However, the Director,</u> <u>ICAR-CPCRI, Kasaragod reserves the right to INCREASE the number of</u> <u>contractual workers (or) REDUCE the number of contractual workers during</u> <u>the contract period</u>.
- 5. The contractor/agency will be responsible for payment of the Revised wages, VDA, ESI, EPF contribution, Bonus, etc., if any, from time to time. In case of revised wages / VDA / Statutory payments, the revised payment to the workers may be made by the Contractor and the bill along with the details of the revised wages / VDA / Statutory payments from the Central / State Govt. may be submitted to CPCRI Kasaragod for reimbursement / payment of the same. However, the Service Charges quoted by the bidder shall remain unchanged during the entire period of contract and will not be modified/altered at all.
- 6. The persons posted to work should attend the work for 8 hours excluding lunch break on all working days. The persons engaged should carry out the work without causing any damages to the Institute property and disturbance to the staff members. In case of any damages caused, the same will be deducted from the payment due to the Contractor.
- 7. The persons entrusted with the work should not have any police records/criminal cases against them. The Agency / Contractor should make adequate enquiries about the character and the antecedents of the persons whom they are deploying.
- 8. 3% of the total amount quoted has to be deposited at this office as Performance Security Deposit within ten days in favour of <u>ICAR Unit CPCRI payable at</u> <u>Kasaragod</u> of intimation of the award of the work. The performance security deposit will be refundable without any interest after 6 months plus sixty days beyond the date of completion of work and all contractual obligations of the contractor/firm including warranty obligations.
- 9. The service provider shall take all responsibility and obligation for providing security/ insurance of the person engaged by him. ICAR-CPCRI, Kasaragod will not be responsible for any libel/suit/litigation or otherwise/obligation/commitment/liability to any party (ies) or person(s) whatsoever.

- 10. The Personnel, if not found working satisfactorily, must be replaced by the Service Provider immediately. The personnel should be punctual and should complete the work assigned to them promptly and meticulously. Any misconduct/ misbehavior on the part of manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
- 11. Changing of workers should be intimated to the Office with the notice of SIC (Farm). The workers should follow strict attendance and alternative arrangements are to be made by the Agency whenever the workers are going on leave under intimation to this Office.
- 12. The Contractor shall be responsible for the maintenance of all records/registers as required in the prescribed formats by the Labour Commission, Govt. of Kerala.
- 13. Successful Tenderer will have to enter a detailed contract agreement with ICAR on non-judicial stamp paper of Rs.1,000/-.
- 14. If tenderer does not accept the offer after issue of letter of award by Institute within **10 days**, the offer made shall be deemed to be withdrawn without any notice.
- 15. Decision of Director of this Institute 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, ICAR-CPCRI, Kasaragod. 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.
- 16. <u>Minimum wages shall be paid to the workers by the Agency / Contractor at the</u> rate fixed by the State Govt./Central Labour Commissioner, whichever is the higher rate as per the minimum wages Act. The contractor/Firm shall also pay all such benefits to its employees as envisaged under various acts and laws like ESI ACT, EPF & MP Act. Payment of Bonus Act, Taxes etc. The contractor shall also ensure compliance of all laws and /or to be made applicable and ICAR shall not be liable for the same and the contractor/firm shall will indemnify ICAR-CPCRI, Kasaragod in all respects.
- 17. The Contractor should disburse the wages to the workers working under him <u>on</u> <u>or before 5thof every month</u> and submit the monthly bills in duplicate latest by 5th of the following month for arranging payment, along with Bank account details, PAN details etc. The payment should be made directly into the bank A/c of the worker and a copy of the statement should be enclosed along with the monthly bill.
- 18. <u>The bills along with wages slip in the prescribed format</u> (the duly signed copy received from the contractual worker), attendance sheet, ESI, EPF, etc. with details indicating the names of the contractual workers, Bank statement, etc. has to be submitted to the office for payment. The payment and other administrative welfare of the contractual **workers solely reside with the Contractor.**
- 19. Geographical Presence -- an undertaking by the firm stating that a branch office will be opened by the firm / bidder near the Work location, i.e., **Kasaragod, Kerala**, in case of a successful bidder.

- 20. The contract can be terminated even earlier by giving one month prior notice due to the following reasons:
 - (i) On account of unsatisfactory performance (or)
 - (ii) Breach of contract clause(s)/ persistently neglecting to carry out his obligations under the contract (or)
 - (iii) Any other reasons.

Signatory