



भाकृअनुप - राष्ट्रीय कृषि अनुसंधान प्रबंध अकादमी
राजेन्द्रनगर, हैदराबाद-५०००३०, तेलंगाणा, भारत
ICAR-National Academy of Agricultural Research Management
(ISO 9001:2015 Certified)
Rajendranagar, Hyderabad-500030, Telangana, India
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F.No: 5-467/2022-23//Manpower/A.III

Dated: 13th February 2023

**NOTICE INVITING TENDER
FOR PROVIDING OUTSOURCING MANPOWER SERVICES ON CONTRACTUAL BASIS
AT ICAR-NAARM HYDERABAD**

ICAR-NAARM is a premier publicly funded Training and Research Management Organization under ICAR, DARE, Ministry of Agriculture & Farmers Welfare, and Government of India. The Director, ICAR-NAARM invites Sealed Tenders from the reputed and Registered Agencies/Contractors who are having relevant experience for **Annual Job Contract for OUTSOURCING MANPOWER Services at ICAR-NAARM, Rajendranagar, Hyderabad**. The bidders are requested to submit the Tenders online on GeM Portal (www.gem.gov.in).

The details of Tender submission online is as follows:

Sl. No.	Description	Date
1)	Tender Publishing Date	13-02-2023
2)	Bid Submission Closing Date	23-02-2023

The tender document consists of terms and conditions for tender for providing OUTSOURCING MANPOWER SERVICES at ICAR-NAARM campus at Rajendranagar, Hyderabad.

The Director, ICAR-NAARM reserves the right to reject any tender without assigning any reason thereof.

Please note that only online bids submitted through GeM will be accepted. Technical Bid and Financial Bid should be uploaded separately.

GENERAL TERMS AND CONDITIONS FOR PROVIDING OUTSOURCING MANPOWER SERVICES AT ICAR-NAARM HYDERABAD

1. Scanned copy of the Bid Security Form as mentioned at Annexure F is to be uploaded while submitting the Tender online.
2. In the event the prices are mentioned anywhere other than the Financial Bid, the bid will be summarily rejected.
3. **The Tender has to be submitted online only.**
4. **VALIDITY OF THE TENDER BID:** A minimum of 90 days Bid validity must be provided from the date of receipt of the Tender. Director, ICAR-NAARM reserves the right to extend the validity period of the Tender Bid.
5. Acceptance by ICAR-NAARM will be communicated by express letter/Fax/ E-mail or any other form of communication. Formal letter of acceptance of the tender will be forwarded as soon as possible, but the earlier instructions in the telegram/express letter etc. should be acted upon immediately.
6. The financial bid (BOQ) will be opened for the technically qualified tenderers only.
7. The tender is liable to be rejected if complete information as required is not given therein or if the particulars asked for in the schedules to the tender is not fulfilled. Individual signing the tender or other documents connected with the contract may specify whether he/she signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor of (ii) a partner of the firm if it is a partnership in which case he/she must have authority 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.
8. In case of consortia of firms / partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to sign such and if, on enquiry it appears that the person so signing without authority, ICAR-NAARM will cancel the contract and hold the signatory liable for all costs and damages. Such page of the tender and the schedules to the tender and annexure, if any, should be signed by the tender(s)
9. **The Bid may be uploaded in GEM as per financial bid format there.**
10. The Documents as asked to be uploaded should only be uploaded on the GeM portal and bidders are requested to avoid uploading irrelevant documents.
11. Scanned copies of documents uploaded should be legible and there should not be any tempering.
12. Eligible bidders may submit the tender to provide the requisite services in accordance with the requirements stated in the attached schedules.
13. The Eligibility criteria is provided in SCHEDULE-III of this tender document.
14. The Contractor shall not sub-let the Contract.
15. The GST,TDS or any other tax which is as per the rules of the Government shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government
16. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered

ICAR-NAARM, Hyderabad

SPECIAL TERMS AND CONDITIONS

1. The selected agency shall provide required services for performing the work contract for Manpower services at ICAR-NAARM Campus. The manpower provided should meet the qualifications and skill test before they are engaged. The agency shall employ good and reliable persons with robust health and clean record (antecedent duly verified by the police department) preferably within the age group 21 to 45 years to carry out the contract. In case, any of the personnel so engaged by the agency is not found suitable by the ICAR-NAARM, ICAR-NAARM shall have the right to ask for its replacement without giving any reason thereof and the agency shall on receipt of a written communication in this regard will have to replace such persons immediately.
 2. The selected agency shall provide the necessary personnel for providing Manpower services at ICAR-NAARM Campus at Rajendranagar, Hyderabad as per labour acts. The personnel engaged by the agency for this job will not be an employee of ICAR-NAARM and there will be no employee relationship between ICAR-NAARM and the personnel so engaged by the contractor.
 3. The agency shall be wholly responsible for making payment of monthly Wages and other admissible allowances to the personnel Minimum wages, as prescribed under Minimum Wages Act by Central government or State government (whichever is higher) and ICAR-NAARM shall in no way be responsible for meeting any kind of expenditure other than the wages payable under this contract.
 4. All statutory liabilities like EPF and ESI will be deposited by contractor only.
 5. **MODE OF PAYMENT:** Payment of bill containing Net Payment to workmen, EPF deposited in respect of manpower, ESI deposited in respect of manpower and Agency Service Charge will be made monthly upon submission of pre-receipted bill along with following documents:
 - i. Copy of Wage Register which is to be maintained by contractor.
 - ii. Copy of a detailed wage sheet showing list of workmen with their name, number of days worked during the month, wages admissible, EPF/ESI deductions, Net amount payable to each employee, along with signature of workman acknowledging that same has been received by him.
 - iii. EPF and ESI challan (separate challan for NAARM) for previous month.
 - iv. Statement of EPF and ESI for individuals for previous month.
 - v. Statement of Wage disbursement into account of workmen through Bank transfer duly attested by the Bank.
 - vi. Copy of paid GST challan or Filed GST return of previous month as Proof of deposition of GST received in previous bill.
- Note: The amount as shown in the challan of EPF/ESI must tally with the total deductions failing which the payment on this account is liable to be withheld for which the sole responsibility shall rest with the contractor.
6. The contractor will discharge all his 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 law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the ICAR-NAARM 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 indemnity Bond to be submitted. In case of any dispute, the decision of the Director, ICAR-NAARM shall be final and binding on the contractor
 7. The engagement and employment of personnel and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
 8. All wages allied benefits such as Leave, Gratuity, Bonus etc., shall be paid by the Contractor and ICAR-NAARM shall not incur any liability or additional expenditure whatsoever for the personnel deployed
 9. Rates of wages paid shall not be less than that of the minimum wages as notified by Central or State governments (whichever is higher) from time to time. **The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month in case the same is not done appropriate reasons should be provided along with the bills.**
 10. The contractor will be required to maintain all the records and documents, under the statutory procedures. The contractor shall make a copy of such records maintained by him available to ICAR-NAARM.

11. In compliance to Rule 78 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the contractor shall maintain the (a) Muster Roll; (b) Wage Register; (c) A Register of deduction for damage or loss; (d) Register of Fines; (e) Register of advances; (f) Register of Overtime; (g) Wage Slip.
12. In compliance to Section 12 of the Contract Labour (Regulation and Abolition) Act and Rules 21 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Contractor shall obtain a license for deployment of his personnel at the premises of the client.
13. In compliance to Rules 75, 76 and 77 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the contractor shall maintain a register of workers in form XIII and issue an Employment Card to each worker in Form XIV; and shall also issue service certificate to every workman on his termination in form XV.
14. In compliance to provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 The contractor shall provide other details also. The contractor shall also provide each workman the PF numbers allotted to him and the Contribution Card.
15. In compliance with the provisions of Employees State Insurance Act, 1948, the contractor shall provide each workman the identity card as received from ESIC for enabling him and the members of his family to avail the medical services from ESIC Dispensary. **The ESIC cards to all outsourced labour should be provided by contractor within 60 days from the start of the contract.**
16. The contractor shall be liable for any legal dispute / case/ claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
17. The contractor shall be responsible for compliance of all the laws rules/regulations and Government instructions that are/will be applicable to and aimed to protect the interest of the employees/workers engaged by the contractor and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past or may arise during the course of performance of contract.
18. Separate challan must be submitted for manpower deployed in ICAR-NAARM to the EPF/ESI Organizations.
19. The Director will constitute a monitoring and inspection committee to inspect quality of work, payments of EPF/ESI and timely deposits etc., and other work conditions as per regulatory provision of Government. If found unsatisfactory, the contract will be terminated. Penalty of 10% of total value of the contract will also be imposed and deducted from Performance Security.
20. The contractor will have to give revised minimum wages with other statutory liabilities as and when the minimum wages are revised during the contract
21. The firm will not charge placement charges on any other account from the manpower deployed with the NAARM from the payment to be made to the outsourced staff as per quoted rates. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at any stage, reports are received that the Contractor/Contracting firm has charged the manpower on any account.
22. GST / Service Tax will be paid, if applicable
23. Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be acceptable and such persons will have to be replaced immediately.
24. They should not give lenient or casual impression in the duties and they should be alert and attentive.
25. The personnel should follow strict attendance and alternative arrangements are to be made by the agency whenever any worker going on leave under intimation to this Office.
26. Changing of personnel should be intimated to the Officer under whom the person is working.
27. The owner / proprietor of firm or Managing Director of the Firm shall come to ICAR-NAARM and conduct meeting with designated ICAR-NAARM Officials and also the workers to monitor the work and also solve problems/issues, if any. Such meetings would be conducted every month. Failure to attend such meeting will be attracting penalty of Rs. 5000-00 (Rupees Five Thousand only) for every such meeting.
28. **SECURITY DEPOSIT:** The successful bidder will be required to deposit an amount equivalent to **3%** of the total contract value as Security Deposit in the form of Demand Draft / Pay order in favour of **NAARM MAIN ACCOUNT payable at Hyderabad** on or before from the date of award of the contract. The Security Deposit shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the ICAR-NAARM. The Validity of FD/BG must be for a period of 18 months.
29. **TERMINATION:** This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched at the

address herein given under registered post. The ICAR-NAARM will have no responsibility for any loss/damage caused to them. This also cannot be challenged through any Court of Law.

30. **LOSS AND / OR DAMAGES:** An amount equivalent to two days of contract amount, subject to a minimum of Rs. 500-00 (Rupees Five Hundred only) will be levied as liquidated damages per day. Whenever and wherever it is found that work is not up to the mark in any section, it will be brought to the notice of the Contractor of the firm by ICAR-NAARM and if no action is taken within one hour liquidated damages clause will be invoked. Any misconduct/misbehaviour on the part of the manpower who are deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.
31. **VALIDITY OF THE CONTRACT:** The contract is valid for one year and may be awarded for one more year based on the satisfactory service on the same terms & conditions on mutual consent.
32. The contractor shall be liable for any legal dispute / case/ claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
33. The engagement and employment of personnel and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
34. **All disputes arising out of the contract will be regulated as per Arbitration Act 1996. All Jurisdictions may be taken place in Hyderabad only.**

ICAR-NAARM, Hyderabad

SCOPE OF WORK

At present the Requirement of manpower under each category is as follows:

Place	Name of the Section	Skilled	Unskilled	Staff Nurse	Pharmacist	Physio-therapist	Total
A. Office Purpose	Electrical Section	7	0	0	0	0	7
	Civil Engineering Section	3	0	0	0	0	3
	Health Centre	0	0	1	1	2	4
	Transport Section	4	1	0	0	0	5
	Training Unit	3	2	0	0	0	5
	PGS Unit	1	0	0	0	0	1
	ABM Division	1	1	0	0	0	2
	RSM Division	1	1	0	0	0	2
	XSM Division	1	0	0	0	0	1
	ICM Division	0	1	0	0	0	1
	HRM Division	0	1	0	0	0	1
	Audit & Accounts Section	3	0	0	0	0	3
	Administration	1	0	0	0	0	1
	Library	1	1	0	0	0	2
	Information & Documentation Centre	1	0	0	0	0	1
Director Cell	0	1	0	0	0	1	
B. Campus Development Activities	Campus Development Activities including Sports Complex	9	31	0	0	0	40
TOTAL		36	40	1	1	2	80

The above requirements are tentative and may reduce or increase as per situation.

As per Gazette of India Extra Ordinary Notification dated 19.1.2017

- i. "**unskilled work**" means work which involves simple operations requiring little or no skill or experience on the job;
- ii. "**skilled work**" means work which involves skill or competence acquired through experience on the job or through training as an apprentice in a technical or vocational institute and the performance of which calls for initiative and judgment;

ELIGIBILITY CRITERIA (TECHNICAL BID)

1.	Scanned copy of Bid Security Form as mentioned at Annexure-F
2.	The firm should be a Registered Firm under Shops & Establishment Act.
3.	The firm should have a valid labour license for performing the similar works as per the tender document.
4.	The firm should have a valid EPF, ESI, PAN & GSTIN Registration.
5.	The firm should have at least three experience of performing the similar works in ICAR/Government/Semi-Govt./Govt. undertaking / University in last 5 years with atleast 50 manpower in each work contract
6.	The firm should have turn over minimum of Rs.60.00 lakhs p.a. during the last three years. Annexure – E to be submitted as proof.
7.	The firm should have at least 100 manpower on its rolls and it should be authenticated with ECRs (Please upload latest ECR only)
8.	The firm should enclose copies of income tax returns for the last 3 years (Financial Year 2019-20, 2020-21, 2021-22).
9.	Local Office at Hyderabad/Secunderabad
10.	Complete tender document duly signed and affixing the seal of the company.
11.	The firm should not be blacklisted. A certificate to this effect has to be provided on the letterhead as per Annexure – C

ANNEXURE-A

CHECKLIST (To be uploaded with Technical Bid)

S.no	Document to be uploaded in Technical bid on GeM	Whether Uploaded (Yes/No)
1.	Filled Details as per Annexure-B along with Complete tender document duly sealed and signed	
2.	Scanned copy of Bid Security Form as mentioned at Annexure F	
3.	Scanned copy of Registration Certificate of Firm under Shops & Establishment Act.	
4.	Scanned copy of valid labour license for performing the similar works as per the tender document.	
5.	Scanned copy of EPF, ESI, PAN & GSTIN Registration. (all scanned and combined in one pdf)	
6.	At least three experience of performing the similar works in ICAR/Government/Semi-Govt./Govt. undertaking / University in last 5 years along with duly filled Annexure-D	
7.	Scanned copy of duly signed & filled Annexure - E	
8.	The firm should have at least 100 manpower on its rolls and it should be authenticated with ECRs (Please upload latest ECR only)	
9.	The firm should enclose copies of income tax returns for the last 3 years (Financial Year 2019-20, 2020-21, 2021-22)	
10.	Certificate as per Annexure - C	
11.	Filled Annexure - A	

COMMERCIAL DETAILS

(To be submitted on Firm's Letter head)

1.	Name and Address of Bidder	
2.	Telephone No. / Mobile No. / FAX No.	
3.	Email ID	
4.	Month and Year of Establishment	
5.	PAN and GSTIN Number	
6.	Local Office Address in Hyderabad/Secunderabad	

SIGNATURE OF THE BIDDER & STAMP

Date:

Place:

Note: The tenderer with seal should sign each page of the tender and upload same along with Annexure – B as one pdf

UNDERTAKING

(To be submitted on Firm's Letter head)

I/We have read and understood General Terms and Conditions contained in the ICAR-NAARM's Tender. I/We do hereby declare that all the details provided in this tender bid are true to the best of my/our knowledge and belief and any misrepresentation of facts will render me/us liable to any action as may be deemed fit by ICAR-NAARM, Hyderabad.

I/We do hereby also accept ICAR-NAARM have the right to accept or reject this application and not to issue invitation to Tender to me/us.

I/We undertake to communicate promptly to ICAR-NAARM any changes in the condition or working of the firm. It is also certified that we have not been blacklisted by any organization of Government of India including Central Vigilance commission (CVC) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent. We authorize ICAR-NAARM to approach individuals, employees, firms and corporations to verify our competence and general reputation.

AUTHORISED SIGNATORY OF THE FIRM WITH SEAL

Place:

Dated:

RELEVANT WORK EXPERIENCE DETAILS

(To be submitted on Firm's Letter head)

Sr. No.	Name of the Deptt. Organization where work was done	Period	
		From	To
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			

AUTHORISED SIGNATORY OF THE FIRM WITH SEAL

Place:

Dated:

Note: While uploading this annexure in GeM, bidder should make sure that work experience certificates are also uploaded along with this in one single pdf

AGENCY TURNOVER

(To be submitted on chartered Accountant's Letter head)

Name of the Firm : _____

GSTIN & PAN Details : _____

Period	Turnover
2019-20	
2020-21	
2021-22	

It is certified that the details provided above are correct and I have gone through relevant records to come out with the figures quoted above.

SIGN AND SEAL
Authorised Chartered Accountant

Place:
Dated:

[To be printed on Company letter head]

To
The Director
ICAR-NAARM
Rajendranagar
Hyderabad 500 030

Sir,

We, the undersigned, declare that: We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with your institute for the period of time of 2 years starting on date of closing of bids if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by your institute during the period of bid validity,
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security as per tender conditions

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder.

Signature of Authorized signatory with company seal

Financial Bid (BOQ)

*AS PER FORMAT PROVIDED ON GeM
PORTAL*

Financial Bid may be uploaded in GEM portal online only