

Division of Environment Science
IARI- Indian Agricultural Research Institute, New Delhi - 12

F. No. ICAR/IARI/5-3/ES/Jobwork/2022-23

On behalf of Director, IARI, New Delhi-12, the Head, Division of Environment Science invites online custom bid through GeM Portal for the services of ***"JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR FARM FIELD & LABORATORY OPERATION WORK (UNSKILLED NATURE) AT THE DIVISION OF ENVIRONMENT SCIENCE, ICAR-IARI, NEW DELHI- 110 012"*** for a period of **one year** and further extendable for one year more, if necessary as per requirement in the interest of ICAR-IARI, subject to satisfactory performance of the Firm/Agency and its willingness to continue on existing terms and conditions, as per requirements.

1. BidDetails:

Type of Tender/Bid	Custom bid for services through GeM Portal
Estimated Value	50.00 lakh (Fifty Lakh Only) (Approximate)
EMD	Rs. 1,00,000/- (One lakh Only)/ Bid Security Undertaking
Performance Security	Rs. 1,50,000/- (One lakh fifty thousand Only) <i>(03% of estimated value)</i>
Solvency Certificate	Rs. 10.00 Lakh/- (Ten Lakh Only)
Bid submission start date	12.09.2022
Last date for submission of bid	06.10.2022 (11 AM)
Date for opening of technical bid	06.10.2022 (11:30 AM)
• Vendors can visit the site in order to access the quantum of work.	

2. Contact Information :-

Farm Management	Administrative Staff
Dr. Vinod Kumar, Sr. Technical Asst. (T-4) Division of Environment Science, IARI, Pusa Campus, New Delhi-110012	Sh. Munesh Chand Meena, Asst. Admin. Officer Division of Environment Science, IARI, Pusa Campus, New Delhi-110012 Email:-Muneshiari1@gmail.com

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Instructions to bidders

- 1. How to apply:** The registered and experienced services providers for crop operation activities of field/farm may apply against the bid floated for the same on GeM Portal. The firms must furnish full, precise and accurate details in respect of information asked for in the technical bid form of bid.
- 2. Estimated Bid value:** The estimated tender value is Rs.50.00 Lakh Approximately for one year. Estimated bid value can be increased or decreased as per crop activities.
- 3. Earnest Money Deposit (EMD)/ Bid Security –** EMD of Rs. 1,00,000/- (2% of estimated value)/ “Bid Security undertaking” as per *Annexure-I* on their Company’s Letter head. If applicable, EMD in favour of Director, IARI, must be deposited to Asst. Admin. Officer, Division of Environment Science, IARI, Pusa Campus, New Delhi-110012 during working hours i.e. 9.30 A. M. to 4.30 P. M. on all working days (except second Saturday, Sunday and Gazetted holiday) before the last date for submission bids failing which bids will not be accepted. No interest will be paid on EMD.
- 4. Performance Security Deposit:** Rs. 1,50,000/- (Rupees One lakh fifty Thousand Only) Performance security should be for an amount of equivalent to 3% of the estimated value of contract (As per guidelines issued by Ministry of Finance, Government of India vide Office memorandum no. 9/4/2020-PPD dated 12th November, 2020).
- 5. Validity of the Bids:** The tender submitted by the firm / agency shall remain valid for 180 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 180 days from the date of opening shall be by mutual consent. No firm will be allowed to withdraw/alter/modify after submission of tenders within the bid validity period.
- 6. Duration of Contract:** The contract will be initially for a period of 01 year and extendable by further one or more years on the same rate, terms and conditions subject to satisfactory performance of the vender and his/her willingness to continue. In case of unsatisfactory performance, the contract will be terminated by giving one month notice.
- 7. Rates:**
 - i) The rates should be quoted in lump-sum amount in respect of all the field/farm crop operations and other maintenance activities keeping in mind the quantum of work/activities to be done during the period. However, the rates thus quoted should be inclusive of Minimum wages as per prescribed by Central Govt/State Govt. for agricultural workers with EPF, ESIC etc. payable under labour laws. The quoted amount should be inclusive of any other Govt. Levies, if any and services charges of firm. No request for alternation in the rates, once quoted will be entertained within the period of contract. Any hidden charges, if found later at any stage, in any form will not be accepted and would liable to cancellation of bid/contract.
 - ii) No request for alteration in the rates once quoted will be entertained within the period of contract in any case.

8. Signing of Technical bid:

- i. Each page of the bid shall be signed by the bidder/firm/agency or a person duly authorized to bid the firm/bidder to the contract with stamp of the firm/agency.
- ii. The tenders are liable to be ignored/rejected, if complete information as required is not given therein or if the particular information asked for in the schedules/annexure of 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. Specific attention must be paid to the Conditions of the contract as the firms entered into would be governed by them.
- iii. 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 IARI 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/annexure to the tenders and annexure, if any, should be signed by the firm/agency.

9. Award of Contract:

- i. The bidder quoting lowest rates will be selected as L1 subject to the payment of wages as per Minimum Rates prescribed by the Govt., or otherwise specified for certain categories. The Successful L1 Bidder will be given the work order within 15 days from the finalization of the Tender. The bidder will then enter into an agreement with the Institute.
- ii. If firm/agency does not accept the offer, after issuance of contract award letter within 10 days. The offer shall be withdrawn and firm will be debarred (suspended) for participating in the bidding/tendering process carried out by institute for a period of two years.
- iii. **L-1 firm will be awarded on the basis of consolidated rates that will be selected by GeM on the basis of total rate. Item wise rates may be considered as per the discretion of the Competent Authority, IARI, Delhi.**

10. Right to Acceptance:

- i. The performance of firm should be satisfactory in executing the work related to agriculture activities. If the work executed by firm has not found satisfactory, their bid will be rejected in that condition.
- ii. If there is any bans impose on business transactions of the firms by any Govt. agency, the firm will be bound for reveal the fact & detail regarding ban along with bid. If any information concealed in this regard by the firms, the bid will be rejected.
- iii. Director, IARI reserves the right to accept or reject whole or in part/any or all the tenders without assigning any reason thereof.

**(To be submitted on Rs. 100 Non-Judicial Stamp Paper
duly notarized)**

Tender/BID No. _____/Date: _____/

To

We, the undersigned, declare that:

We,

M/s.....

..... (herein referred as bidder) understand that, according to bid, bids must be supported with a Bid Securing Declaration. We accept that we are required to pay the bid Security amount specified in the Terms and Conditions of Bid, in the following cases, namely.

- a) When we withdraw or modify our bid after opening of bids;
- b) When we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- c) When we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- d) When we do not deposit the performance security within specified period after the supply/work order is place; and
- e) If we breach any provision of code of integrity prescribed for bidding specified in the Tender.

In addition to above, the **Institute shall debar us from participating in any procurement process undertaken with the Indian Agricultural Research Institute, New Delhi for the period not exceeding three(3)years** in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) We are not the successful Bidder,
- (ii) The execution of agreement for procurement and Performance Security is furnished by us in case we are successful bidder,
- (iii) Thirty days after the expiration of our bid.
- (iv) The cancellation of Procurement process; or
- (v) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdraw is permitted.

Signed.....
Name

.....
In the Capacity of

.....
Official-

Seal.....

Duly authorized to sign the bid for and on behalf of

FINANCIAL BID

(Rate to be filled in BOQ)

JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS FIELD/FARM/PROCESSING SERVICES/WORK(UNSKILLED NATURE) AT ENVIRONMENT SCIENCE, I.A.R.I.,NEW DELHI-110012

S. No.	Details of work activities to be done	Unit/item (Approx. area)	Rate
1.	Land preparation and field lay out for field experiments	Per 0.5 acre	
2.	Collection of Soil sample of different depths in farmer's field by using screw auger, tube khurpi	Per 10 Samples	
3.	Preparation of Soil sample for analysis (drying sieving grinding etc)	Per 50 samples	
4.	Collection of plant and soil sample from experimental farm of IARI/Farmers field	Per 0.5 acre	
5.	Cleaning and preprocessing of sample for laboratory analysis	Per 100 Samples	
6.	Crop sowing / weeding / thinning / fertilizers / irrigation applications/ Crop harvesting.	Per 0.5 acres	
7.	Soil Sample preparation in Lab	Per dozen	
8.	Bird scaring	Per acre/per shift	
9.	Washing drying and storage off glassware and plastic ware	Per dozen	
10.	Spraying of pesticides.	Per 0.5 acre	
11.	Assistance in pots filling, pesticides and spraying	Per 100 Units	
12.	Unskilled labour for other activities in the.Laboratory/field/office maintenance and upkeep	30 man days Per Month	

***L-1 firm will be awarded on the basis of consolidated rates that will be selected by GeM on the basis of total rate. Item wise rates may be considered on the discretion of Competent Authority. Taxes, if any specifically be mentioned.**

Before quoting the rates, vendors are required to visit the Environment Science to acquaint themselves with the volume of work. Note:

1. The contractor has to quote the rate of service charges either in percentage or lump-sum as per his convenience, but the same should be rationale & countable failing which his/her offer may not be considered.
2. The contractor will have to provide documentary proof towards the deposit of amount in EPF/ESI department as statutory liability to process his bill for reimbursement/payment

I/We agree to forfeit of the EMD/Performance Security if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender Document. We have carefully read the terms and conditions of the Tender Document and are agreed to abideby these in letter and spirit.

Signature_____

Name & Address of the firm

Mobile No. :

Phone No. :

Email :

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Definitions

In this contract, the following terms shall be interpreted as indicated:

“Institute (IARI)” means Indian Agricultural Research Institute, Pusa Campus, New Delhi 110012.

“Firm/Agency/Service Provider” means the individual, a firm/agency, who intends to provide manpower on contract basis to Division of Environment Science, ICAR-IARI.

“Contract” means a legal agreement entered into between ICAR-IARI and Service Provider as recorded in the agreement signed by the parties, including all attachments thereto and all documents incorporated by reference therein.

“Contract Price” means the price payable to the Service Provider under a contract for the full and proper performance of its contractual obligations.

“Manpower” means labour to be provided on contract.

“Service” means all the manpower which the Service Provider is required to provide to the Division of Environment Science, in terms of a contract.

Conditions of Contract

Firms should quote on the basis of the conditions referred to in the bid documents and instructions to firms/agency. If a bidder had quoted in response to this bid then it shall be understood that bidder agrees to all T&C of this bid document.

Termination of Contract

1. The Institute without prejudice to any other remedy for breach of contract, may, by written notice of default sent to the service provider, terminate the contract in whole or in part, if the service provider fails to provide the services or fails to perform any other contractual obligation(s) within the time period specified in the contract given by, Institute.

2. The firm will not charge placement charges and or on any other account from the manpower deployed at the Division of Environment Science, IARI, New Delhi. The contract is liable to be terminated, security deposit forfeited and the firms will be blacklisted if, at a later state, reports are received that the firm has charged the manpower on any account.

Resolution of disputes:

1. If any dispute or difference of any kind shall arise between institute and the service provider/firm in connection with or arising out of the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
2. If after 30 day, the parties failed to resolve their dispute or difference by such mutual consultation, then either the Institute or firm/service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
3. All question disputes or differences under in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the court within the local limits of whose jurisdiction the place from which the acceptance of contract is issued, is situated.

Performance Security:

1. The successful firm/agency will have to submit acceptance of contract award order within the period on GeM portal and will have to deposit a performance security amounting Rs.1,50,000/- (One lakh fifty thousand only) in the office of Division of Environment Science valid for 14 months. In the event of non-deposition of the same, it will be presumed that the firm is not interested to undertake the job work contract, as such; the appropriate action will be taken against the firm.
2. No interest will be paid for security deposit. The security deposit amount will be refunded after satisfactory completion of contract.

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SERVICE LEVEL AGREEMENT FOR JOB WORK CONTRACT

1. The firms are advised to survey the field/ farm and operations to be executed before responding to the job contract. For this purpose, firm may contact Farm Incharge/ Farm Manager of Division of Environment Science.
2. If the L-1 firm quotes predatory (very low) rates for job work items, the committee of center reserves the right to allot the work items to the bidder with reasonable rates.
3. **L-1 firm will be awarded on the basis of consolidated rate selected by GeM on the basis of total rate. Item wise rates may also be considered as per discretion of the Competent Authority.**
4. The work may have to be attended at different intervals of times during the contract period as well as during day time which may varies from 8.00 am to 5.00 pm but not exceeding to the permissible hours for each man days.
5. The contractor/agency shall provide good and reliable persons with robust health and clean record as per labour acts prevalent in the concerned state government and comply with all the laws/acts of central/state govt. relating with this contract made applicable from time to time. In case any of the personnel so provided is not found suitable, the Institute shall have the right to ask for their replacement without giving any reasons thereof and the agency shall on replace such persons immediately. The contractor/Agency shall provide the list of workers working in the beginning of contract. Changing of Staff/Supervisor should be intimated to the farm In-charge/Manager of Division of Environment Science. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract immediately
6. All the personnel deployed will perform their duty in proper uniform and shoes/gum boots. The agency shall, at its own cost, provide suitable uniform/protected clothing (both summer and winter) to the personnel with identity cards. The contractor shall alone be fully responsible for safety/security and insurance or life insurance of their personnel and Institute shall not be liable for any compensation in case of any fatal injury/death caused or by any manpower while performing /discharging their duties.
7. The staff provided should also maintain secrecy and discipline in the premises of Institute.

8. The contractor/agency will furnish to the INSTITUTE the full particulars of the personnel deployed, including details like **name, father's name, age, photograph, permanent address, telephone number etc. and will also ensure the verification of the antecedents of such personnel.**
9. The persons so provided by the agency under this contract will not be the employee of the IARI and there will be no employer-employee relationship between the IARI and the person so engaged by the contractor in the aforesaid services.
10. **The Contractor will make the payment of Wages from his own by 7th day of each month positively to the deployed personnel through their bank account only and submit the e-payment receipt, other documents alongwith the monthly bill to this office for payment. The office will release the payment while presenting the bill in office in proper format & correct in all respect on reimbursement basis.** EPF/ESI contribution of the employee will be deducted from the wages as per statutory norms. Contractor will ensure minimum wages/EPF/ESI to be paid to the contractual manpower as prescribed by Govt. of NCT of Delhi/State/Centre Govt. from time to time and provide proof with monthly bill(s). He will maintain the record of wages paid, attendance, EPF, ESI and GST deposit and submit such records to the authorized Officer of the Institute regularly every month along with the bill. The GST or any other tax which is as per rule of the Central/State Govt. shall be the liability of the Contractor/Service Provider to deposit in the concerned departments. The IARI will deduct applicable TDS/Surcharge under Section 94-(C) of the Income Tax Act, 1961 from the Contractor's bill as per prevailing rules. The competent authority may verify the required equipments and manpower at any time failing which bill may be deducted accordingly on the basis of loss of work or tender can be cancelled. It will be the sole responsibility of the Contractor to ensure compliance with the labour laws and regulation in force. Institute will not have any liability on its part over such issues. In case service provider fails to make any statutory or contractual payment, then the IARI shall have the right to realize this amount from the Security deposit of the Contractor.
11. The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave etc. under intimation to this office.
12. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
13. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR/IARI for the purpose. All complaints should be immediately attended to by the Agency. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and INSTITUTE shall in no way be responsible for settlement of such issues whatsoever.

14. 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. The contractor shall indemnify and keep indemnified the Council from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the Director, IARI shall be final and binding on the contractor. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the INSTITUTE to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
15. The contractor shall be responsible for any loss, theft or damage to the life and/or property of the employees of the IARI and/or property of the IARI shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency. The contractor shall be liable to pay the losses and damages as decided by the competent authority, IARI. The amount of losses/damages will be recovered from either bills/security deposit of the contract.
16. The terms and conditions as stipulated in the bid documents and enclosed herewith, shall be part of the agreement which shall be executed between the IARI and successful bidder/ contracting agency.
- 17. Successful bidder/Firm will have to enter into a detailed contract agreement with IARI on non- judicial stamp paper of Rs. 100/- (One hundred only) for awarded job work in a format attached (Annexure-V) herewith this bid document.**
18. The firm will have to provide all necessary equipment for carrying out crop activities as per scope of work.
19. The terms and conditions reflected in the format of draft affidavit (Annexure-V) attached are only tentative in nature and necessary changes, as deemed fit, shall be incorporated as per advice of Legal Cell, ICAR-IARI, at the time of awarding the Job/Work contract.

(DRAFT SPECIMEN AGREEMENT)

This agreement is made at (place).....on.....
(month/year) -----(day) between the **first party or its authorized
representatives, successor, assignees etc. (name & address of the firm)**-----
.....and.....(**Head, Division of
Environment Science, ICAR-Indian Agricultural Research Institute,**) on behalf of **The
Director, ICAR- Indian Agricultural Research Institute** on the other party.

Whereas the (Institute) has decided to assign the annual job work contract for providing
(nature of job) -----at (Name of the Institute & location) -----
-----to the firm on the terms and conditions here in after
contained.

NOW IT IS HEREBY AGREED by and between the parties here to as follows:-

1. This agreement shall come into force w.e.f. (date) -----to -----and will remain in force for a period for one year but can be terminated by the Principal Employer by giving one calendar months' notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, if necessary as per requirement, on mutually agreed terms.
2. The firm shall be responsible for annual job work contract for providing -----(nature of job).....at.....(Location).
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall be available all times and for all purpose be deemed to be employee of the firm and the ----- (name of the Institute.) shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at ----- (name of the Institute.) Premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The ----- (name of the Institute) shall have the right to ask for the removal from the Institute premises of any personnel considered by the ----- (name of the Firm.) to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the (name of the Institute).
7. The manpower deployed by the Agency should work as per the working days and timings of the ----- (name of the Institute). No extra wages will be paid for attending office on weekends, holidays and late - sitting.

8. Monthly consolidated charges for job/work contract for providing services at ----- (name of the Institute) will be given as per terms and conditions specified and scope of work as per Schedule-I in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Institute. The firm will raise a bill of this amount on **1st week of working day of every month** and the payment released by the Institute through online mode to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challans along with **list of persons showing deposit of ESIC, EPF with the concerned agencies and attendance of workers/Supervisors** are also to be deposited with the bill.

9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.

10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the----- (name of the Institute). The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.

11. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (optional).

12. That the firm shall issue identity card to each of the workers engaged for entry into ----- (name of the Institute) premises.

13. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.

14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the ----- (name of the Institute) would be right to may cancel the contract.

15. That the Firm agrees to discharges all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act. 1970, workmen's Compensation Act, 1943, E.P.F., E.S.I. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified - ----- (name of the Institute) on account of any failure to comply with the obligations under various laws or damage to----- (name of the Institute) due to acts/omissions of Firm.

16. It is also agreed that under no circumstances, the volunteers and/ or the employees/ workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the (name of the Institute) and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ----- (name of the Institute) against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/ workmen shall have no claim to absorption/

regularization and financial benefits etc. that are admissible to regular employees in the office of ----- (name of the Institute).

17. The contract will be awarded absolutely on the basis of job assigned and payment will be made to the contractor on satisfactory work completion report to be obtained from end user. Agency should pay all statutory dues to its workers strictly in terms of various acts and labour laws including MINIMUM WAGES/ESI/EPF etc. The contractor shall also ensure compliance of all laws applicable and /or to be made applicable and the IARI shall not be liable for the same and the Contractor indemnifies IARI in all respects thereof.

18. The contract is subject to the conditions that the firm shall comply with all the laws/wages and by laws of Central Govt. /State Govt. / NCT of Delhi as applicable relating to this contract.

19. In case of any loss or damage to the property of the Council at which is attributable to the firm, the full damages will be recovered from the firm.

20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.

21. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligently and honestly.

22. In case of any accident/ loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the Firm.

23. There will be surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.

24. The firm shall provide a Co-coordinator for immediate interaction with the organization. The contractor shall work co-operatively and amicably with In-charge, residents and other contractors working in the Campus

25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

PENALTY CLAUSE/ LIQUIDATED DAMAGES CLAUSE:-

1. **PENALTY CLAUSE:** - If the number of worker (s) are found less than the minimum required under the contract or work is not up to the mark in any Section, It will be brought to the notice of the supervisory staff of the firm by authorized officer of IARI and if no action is taken within one hour liquidated damages clauses will be invoked, a penalty of **Rs. 1000/- (Rupees One Thousand)** per day will be deducted from the bill. Not with-standing anything above, the Director, IARI reserves the right to reject any or all tenders in whole or in part without assigning reasons therefore. The decision of Director, IARI shall be final and binding on the

contractor/agency in respect of any clause covered under the Contract. IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

2. Any misconduct/ misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

1. That the Firm agrees with all the terms & conditions mention in the Tender document shall comply with all the laws/wages and by laws of Central Govt. /State Govt. / NCT of Delhi as applicable relating to this contract.

2. The decision of the competent authority in the institute shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above. (Duly sealed and signed).

**Sign. Of Contractor/Authorized
Representative of Agency
Dated signatures with Seal
(Full Name, Mobile No. &
Address of the firm)**

**Sign. Of Head/Incharge of Indenting Unit
(For & on behalf of Secretary, ICAR/Director, IARI)
Dated signatures with Seal
(Full Name & Address)**

**Witness (Contractor/Agency): -
(Full Name, Mobile No. & Address)**

**Witness (Indenting Unit):-
(Full Name & Address)**

1.....

1.....

2.....

2.....

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Payment

Payment to the deployed labourer by firm:

1. The firm has to pay the minimum wages as prescribed by Central/State Govt. whichever is on higher side for workers employed in agricultural activities and increase wage, if any, duration of contract period.
2. The Contractor will make the payment of Wages from his own by 7th day of each month positively to the deployed personnel through their bank account only and submit the e-payment receipt, other documents alongwith the monthly bill to this office for payment. The office will release the payment while presenting the bill in office in proper format & correct in all respect on reimbursement basis.
3. EPF/ESI contribution of the employee will be deducted from the wages as per statutory norms. Contractor will ensure minimum wages/EPF/ESI to be paid to the contractual manpower as prescribed by Govt. of NCT of Delhi/State/Centre Govt. from time to time and provide proof with monthly bill(s). He will maintain the record of wages paid, attendance, EPF, ESI and GST deposit and submit such records to the authorized Officer of the Institute regularly every month along with the bill. The GST or any other tax which is as per rule of the Central/State Govt. shall be the liability of the Contractor/Service Provider to deposit in the concerned departments.
4. The Firm will not charge placement charges and /or on any other unauthorized deduction from the salary of manpower deployed at the Division of Environment Science, IARI. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at a later stage, reports are received that the Contractor/Contracting Firm has charged the manpower on any account.
5. The contractor is solely responsible to pay the payments for the labour engaged by him well in time and fulfill all the administrative formalities for clearing of his bills in a timely manner. In the event of any unrest in the campus due to delayed payments from the contractor if any accrued the institute will be at liberty to assess and recover the loss accrued to the institute on account of default on the part of the Contractor. Such deduction shall be commensuration with the loss accrued to the institute due to default of the contractor on this account which will be assessed by the institute. The contractor will have to submit the monthly ESI and EPF statement along with bill for payment. Income Tax and other taxes (if any) will be deducted from the payments due for the work done as per rule.

Payment of the firm:-

1. The Contractor will have to submit work completion report for its monthly work by 7th of each succeeding month along with his monthly bill. The progress report should be supported by the 'Work Satisfactory Report' to be collected by the contractors from authorized representative of Institute in token having worked done as per satisfaction of users.
2. Payment for service contract will be made monthly upon submission of pre-receipted bill in proportion of completed work with satisfactory report and shall be made 'monthly basis' after production of following proof:-
 - i. Documentary proof of disbursement of wages of the workers.
 - ii. The copy of ESIC/EPF and GST challan.
 - iii. Any other document required for the purpose.
3. There can be an increase/ decrease in the work up to 20% and firms will be bound to accept the increase/decrease in the work accordingly.
4. Income Tax/TDS will be deducted from the payments due for the work done as per rule.

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PENALTY CLAUSE:

If the number of worker (s) are found less than the minimum required under the contract or work is not up to the mark in any Section, It will be brought to the notice of the supervisory staff of the firm by authorized officer of Centre and if no action is taken within one hour liquidated damages clauses will be invoked, a penalty of **Rs. 1000/- (Rupees One Thousand)** per day will be deducted from the bill. Not with-standing anything above, the Director, IARI reserves the right to reject any or all tenders in whole or in part without assigning reasons therefore. The decision of Director, IARI shall be final and binding on the contractor/agency in respect of any clause covered under the Contract. IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

Division of Environment Science
IARI- Indian Agricultural Research Institute, New Delhi - 12

F. No. ICAR/IARI/5-3/ES/Jobwork/2022-23

QUALIFYING CRITERIA REQUIREMENTS FOR TECHNICAL BID

1. Bids must be from reputed registered and experienced firms/Services Providers having atleast three years' experience and expertise of similar (field /farm) work in Govt. /PSU organizations.
2. The firm/agency should have valid PAN, ESI, EPF, GST number and labour license under contract labour (Regulation & Abolition) Act, 1970/1971 on the date of opening of bid.
3. Conditional bids will liable to be rejected.
4. The rates should be quoted in lump-sum amount in respect of all the field/farm crop operations and other maintenance activities keeping in mind the quantum of work/activities to be done during the period. However, the rates thus quoted should be inclusive of Minimum wages as per prescribed by Central Govt/State Govt. for agricultural workers with EPF, ESIC etc. payable under labour laws. The quoted amount should be inclusive of any other Govt. Levies, if any and services charges of firm. No request for alternation in the rates, once quoted will be entertained within the period of contract.
5. The Centre will evaluate the technical bids which will be substantially responsive i.e. properly prepared; meet the required terms & conditions etc. The contract will be awarded to the firms whose bid will be determined to be responsive, offering the best/lowest evaluated price on the evaluated price on the basis of minimum applicable statutory obligations payable under labour laws and other T&C specified in this document.
6. The firms must have to produce the proof of all documents as mentioned on **Annexure-II** required for technical evaluation failing to which the firm is liable to disqualify technically.
7. The firms must have to furnish an undertaking in a prescribed format (**Annexure-IV**).

ANNEXURE II

[TECHNICAL BID]
FOLLOWING DOCUMENTS TO BE UPLOADED ONLINE IN PDF FORMAT FOR
CONSIDERATION OF THE TENDER/BID

Sr. No.	Particulars	Upload scan copy & Indicate Page No. [File Type]
1	Details of EMD [Bid Security] amounting to Rs. _____	[PDF]
2	Name of the Firm/Agency, Name of Director of Firm/Agency, Full address of operating/Branch Office with Telephone No., Mobile No. & E-mail ID,	[PDF]
3	Attested copy of Income Tax (PAN), Service/GST Registration Certificates with Bank Accounts details.	[PDF]
4	Attested copy of Registration Certificate of the firm under Company/Shops & Establishment Act of respective state for this purpose	[PDF]
5	Employee EPF registration certificate issued by Govt. etc. (attach attested copy)	[PDF]
6	Employee ESI registration certificate issued by Govt. etc. (attach attested copy)	[PDF]
7	Scanned copy of valid Licence under the Contract Labour (Regulation and Abolition) Act, 1970 issued by appropriate authority.	[PDF]
8	Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 20 nos. (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of latest (May-2022 to July-2022) ECR must be attached.	[PDF]
9	Details for evaluation of Technical Bid	[PDF]
(i)	Attested copy of minimum turnover of the firm not less than Rs. 30 Lakhs (Rupees Thirty Lakh Only) during each of the last three (2019-20, 2020-21 and 2021-22) financial years duly certified by CA (Copy of Balance sheet and Profit & loss Account only).	[PDF]
(ii)	Attested copies of proofs of minimum last three year's i.e. 2019-20 to 2021-22 of continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies /corporations/ reputed public or private organizations, with details in enclosed tabular form (<i>given format at annexure-III</i>) in chronological order & Attested copies of the satisfactory services where the Firm is providing the services for each of the last three financial years i.e. 2019-20 to 2021-22.	[PDF]

(iii)	ISO Certification, if any copies to be provided	[PDF]
10	Scanned copy of valid latest Bank solvency certificate addressed to Director, IARI (by Bank itself) for Rs. 10.00 Lakhs (Rupees Ten Lakh Only) The Bank solvency certificate should not be more than six months old . (attach attested copy)	[PDF]
11	Scanned copy of Audited Balance Sheet of the firm for last 3 (three) financial years i.e. 2019-20 TO 2021-22 by the Chartered Accountant.	[PDF]
12	The bidder must have successfully executed/completed similar services, over the last three years ending March-2022: 1) Three similar completed services costing not less than the amount equal to 40% (Forty per cent) of the estimated cost; or 2) Two similar completed services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost; or 3) One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost. (attach attested copy)	[PDF]
13	An Undertaking as per attached Format (Annexure-IV) duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years.	[PDF]
14	Whether the firm has any legal suit/criminal case pending against violation of EPF/ESI, minimum wages act or other laws (give details). The firm/agency must enclose certificate (in technical bid) indicating that there is no criminal/legal suit pending or contemplated against them.	[PDF]
15	Any other required document as per tender document	[PDF]

Note:-

- a) I, the undersigned certify that I have gone through the terms and condition mentioned in the bid document and undertake to comply with them.
- b) The rates quoted by me are valid and binding upon me for the entire period contract.
- c) The Earnest Money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft/FDR/Bank Guarantee No. _____ dated _____ drawn on bank _____ Branch.
- d) I/We give the right to the Competent Authority of **IARI** to forfeit the earnest Money/Security money deposited by me / us if any delay occur on my part or failed to render service within the stipulated period.
- e) I hereby had undertaken to render the service as per direction given in the tender document.

- f) I shall be vacating any space that may be provided to me by the Competent Authority to carry out the job or otherwise, before I put up the last bill of the contract period for payment.

Date: -

Place: -

Signature of the Bidder: -

Full Name: -

Designation: -

(Office seal of the Bidder)

ANNEXURE III

DETAILS OF THE MINIMUM 3 YEARS EXPERIENCE/WORK DONE

Sl. No.	Name of the Deptt./ Organization & Name of contact person with Ph. No.	Period		No. of staff deployed	Remarks
		From	To		

(Authorized Signatory)

UNDERTAKING

I/We have read and understood with Terms and Conditions contained in the application form. I/We do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any mis-representation of facts will render me/us liable to any action as may be deemed fit by ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE.

I/We do hereby also accept that IARI 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-IARI any changes in the condition or working of the firm. **It is certified that we have not been blacklisted by any organization of government 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-IARI to approach individuals, employees, firms and corporations to verify our competence and general reputation.

Signature:.....

Name:.....

Designation:.....

Address:.....

Place:.....

Date:.....