



**ICAR, IARI, KRISHI VIGYAN KENDRA
SHIKOHPUR GURUGRAM HARYANA 122004**



FILE NO. KVK/4-11/2019-20/25

Dated: 02.05.2019

Tender Notice

Director, ICAR-Indian Agricultural Research Institute (IARI) invites online e-tenders for **“OUTSOURCING of JOB WORK CONTRACT for DAIRY UNIT AND GOAT UNIT at IARI, KVK SHIKOHPUR GURUGRAM HARYANA”** for a period of one year and extendable by further one or more years subject to satisfactory performance of the Vendor and its willingness to continue on existing terms and conditions, as per requirement.

1. Details of Tender Deposits: -

Earnest Money Deposit: Rs. **10000/-**

Security Deposit: 5 to 10% of the estimated value of contract.

2. Tender schedule:

Last date & time for submission of bid	25.05.2019 AT 04.00 PM
Date & time for opening of technical bid	27.05.2019 AT 11.00 AM
Address for Communication	Head, Krishi Vigyan Kendra, Vill. And P.O., Shikohpur, Distt. Gurugram, Haryana Pin Code :- 122004

On-line bids are invited under two-bid system through e-procurement system from registered/well-established/reputed firms for providing the services for **“OUTSOURCING of JOB WORK CONTRACT for DAIRY UNIT AND GOAT UNIT at IARI, KVK SHIKOHPUR GURUGRAM HARYANA** for a period of one year and extendable by further one or more years subject to satisfactory performance of the vendor and its willingness to continue.

Tender form, terms & conditions and draft agreement can be downloaded free of cost from the website <http://eprocure.gov.in> and www.iari.res.in . On-line bids complete in all respects should be submitted through **CPP portal** <https://eprocure.gov.in/eprocure/app> only on or before the last date.

In case, a holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time. The IARI reserves the right to accept or reject any or all the tenders without assigning any reason.

Please note that only online bids will be accepted.

HEAD KVK

Tender Notice

ICAR,IARI, KRISHI VIGYAN KENDRA
SHIKOHPUR GURUGRAM HARYANA 122004

INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR “**OUTSOURCING of JOB WORK CONTRACT for DAIRY UNIT AND GOAT UNIT at IARI, KVK SHIKOHPUR GURUGRAM HARYANA**” FOR A PERIOD OF ONE YEAR AND EXTENDABLE BY FURTHER ONE OR MORE YEARS SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND ITS WILLINGNESS TO CONTINUE.

From:

Head,
Krishi Vigyan Kendra,
Vill. and P.O., Shikohpur,
Distt. Gurgaon, Haryana
Pin Code :- 122004

To

Dear Sir(s),

Online Tenders are hereby invited by Director, Indian Agricultural Research Institute (IARI) on behalf of Secretary, Indian Council of Agricultural Research (ICAR), by Head, IARI , KVK, Shikohpur Gurugram Haryana 122004 for “**OUTSOURCING of JOB WORK CONTRACT for DAIRY UNIT AND GOAT UNIT at IARI, KVK SHIKOHPUR GURUGRAM HARYANA**” for A PERIOD OF ONE YEAR and EXTENDABLE BY FURTHER ONE or MORE YEARS SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND ITS WILLINGNESS TO CONTINUE.

1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the IARI as detailed in the tender forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. An earnest money of **Rs. 10000/-** must be deposited in the form of Demand Draft/Pay Order/FDR payable to **Director, ICAR-Indian Agricultural Research Institute at New Delhi and DD submitted at KVK Shikohpur Gurugram Haryana 122004 on or before the last date/time of submission.** The particulars of the earnest money deposited must also be superscribed on the top of the envelope by including the Demand Draft/Pay Order/FDR number and date, failing which the bids will not be accepted. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected out rightly.
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 resile from his offer or modify the terms and conditions thereof. If the Tenderer fails to observe and comply with the foregoing stipulations the aforesaid amount of EMD will be forfeited by the IARI. 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 IARI. (An undertaking as per **Annexure ‘X’** is also required to be submitted by the tendering firm).
4. The schedules of the tender form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary, it should be communicated by means of a separate letter alongwith the tenders.

5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are 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 of 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 di IARI Regional Research Centre, concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. If a tenderer does not accept the offer, after issue of letter of award by IARI within 15 (fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money shall be forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related document 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 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 Indian Agricultural Research Institute (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 to the tenders and annexure(s), if any, should be signed by the tenderer.
8. EMD must be deposited at **KVK Shikohpur Gurugram Haryana 122004** , during working hours i.e. 9.30 A.M. to 4.30 P.M. on all working days (except Second Saturday, Sunday and Gazetted Holidays) before the last date/time for submission of bids failing which bids will not be accepted. EMD must be in the form of Demand Draft/Pay Order/FDR payable to Director, Indian Agricultural Research Institute at New Delhi.(No cheques will be accepted)
9. The rates quoted by each firm for job/service contract in tenders be given both in words and figure failing which the same is liable to be rejected. Tenders will be opened online by the authorised officers. Bidders have two options to participate in tendering process at the time of opening of Bids. Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process or he can visualize the process online without physically being present at IARI.
10. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on your behalf should be indicated in your tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.
11. **An amount equivalent to 5 to 10% of the estimated value of contract (as per GFR 171)** is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit only after receiving a communication from the IARI. In the event of non-deposition of the same, the earnest money will be forfeited.
12. No interest on earnest money and security deposit shall be paid by the IARI to the tenderer.
13. The Contractor will be reimbursed for each manpower at the consolidated rates as detailed in **Schedule III**. The Service Provider shall abide by all the laws of land including labour laws (PF, Income Tax, GST or any other extra taxes levied by Govt.) Companies Act, welfare measure of its employees and all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein, though any such bounded duty shall be the exclusive responsibility of the service provider and it shall not involve IARI in anyway whatsoever. Compliance of these provisions shall be ensured at the times of making monthly payments.
14. The Firm will not charge placement charges or any other account from the manpower deployed with the 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.
15. **In case of more than one successful lowest bidders (L-1), the work/ contract will be awarded to the firm on merit which will be based on credentials of the firm as given, to the satisfaction of Competent Authority IARI, Pusa, New Delhi on the basis of maximum award of work**

16. Only those bidders who submit all requisite documents as per this tender and secure 45 marks in the technical qualification on parameters mentioned below will be declared as qualified/eligible for opening/considering financial bids:-

a) Average turnover of the firm during last three years:-

- Exceeding 10 lakhs & Upto 10 lakhs= 15 Marks
- Exceeding 20 lakhs & upto 20 lakhs= 20 Marks
- Exceeding 30 lakhs onwards= 25 Marks

b) Experience of serving in Govt. (Centre/State) Departments/Autonomous bodies/PSUs/PSES/Bank & Insurance Companies or other equivalent organisations of high repute:-

- Exceeding 3 years & upto 5 years= 15 Marks
- Exceeding 5 years & upto 7 years= 20 Marks
- Exceeding 7 years= 25 Marks

c) Total no. of people on their rolls

- Exceeding 20 & Upto 50= 15 Marks
- Exceeding 50 & upto 75= 20 Marks
- Exceeding 75 = 25 Marks

d) Quality related marks(as bonus)

- ISO (upto 2 years)= 02 Marks
- ISO (Exceeding 2 years)= 04 Marks

e) Atleast 3(three) years experience(ending month of march prior to the bid opening) has to be there.

f) Minimum manpower on roll of the bidder must be **20** (Twenty)

g) Each bidder shall submit only one bid for one request for proposal(RfP).

17. GST or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and IARI will not entertain any claim whatsoever in this respect. However, the income tax or any other tax which is as per the rules of the Govt. of India shall be deducted at source from monthly bills of the successful tenderer, as per rules/ instructions made applicable from time to time by government.

18. 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. Service charge quoted should not be in percentage, it should be in the multiple of wholerupee.

19. Director, IARI 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 and it is not mandatory to be communicated to the tenderer.

20. Decision of Director, IARI shall be final for any aspect of the contract and binding to all parties. IARI Regional Research Centre, arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure in settlement IARI Regional Research Centre, shall be referred to the sole arbitrator to be appointed by the Secretary, ICAR. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.

21. Acceptance by the Institute will be communicated by fax/telegram/email, express letter or any other form of communication. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/ telegram, express letter etc. should be acted upon immediately.

22. The Institute does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.

23. The Institute in its capacity as Principal Employer reserves the right to modify any of the terms and conditions of the contract as mentioned in the Schedules III of this document, at its discretion, in the interest of the job work.

24. Successful bidder/tenderer will have to enter into a detailed contract agreement with IARI on non-judicial stamp paper of Rs. 100/- (One hundred only) for work.

25. Successful bidder shall not transfer its right or sublet the contract to anyone else.

26. The following document/vouchers are required to be uploaded with the Technical Bid in following manner:-

- (a) Scanned copy of Earnest Money Deposit (EMD)
- (b) Scanned copy of Registration Certificate of the firm under Company/Shops & Establishment Act of the respective state for this purpose.
- (c) Scanned copy of valid Licence under the Contract Labour (Registration & Abolition) Act, 1970.
- (d) Scanned copies of EPF and ESI Registration Certificate(s) issued by the appropriate authority.
- (e) Scanned copy of minimum **20 numbers** of Staff registered under ESI & EPF separately. Documentary proof of latest ECR may be attached.
- (f) Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if applicable.
- (g) Scanned copies of proofs of minimum last three year's i.e.2015-16 to 2017-18 continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies/corporations / reputed public organizations, with details in enclosed tabular form in chronological order and Scanned copies of the satisfactory services where the tenderer is providing the services for each of the last three or more financial years.
- (h) Scanned copy of proof of minimum turnover of the firm not less than **Rs.10,00,000/- (Rupees ten lakhs Only)** per year during each of the last three financial years.
- (i) Scanned copies of Income Tax (PAN), Service Tax /GST Registration Certificates, TIN number, with bank account details.
- (j) Scanned copy of Audited Balance Sheet of the firm for last 3 (three) financial years i.e.2015-16 to 2017-18 by the Chartered Accountant.
- (k) Scanned copy of valid latest Bank solvency certificate for Rs. 4.50 (Rs.four lakh fifty thousand only). The Bank solvency certificate should not be more than six months old.
- (l) The firm/agency must enclose a certificate indicating that there is no criminal legal suit pending or contemplated against it.
- (m) An Undertaking as per attached Format 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.
- (n) Only those firms will be considered for financial bid who will qualify in the technical bid.
- (o) Apart from above the bidders should have successfully executed/completed similar services over the last three years in the following manner:
 1. Three similar completed services costing not less than the amount equal to **40%** of the estimated cost:
or
 2. Two similar completed services costing not less than the amount equal to **50%** of the estimated cost:
or
 3. One similar completed service costing not less than the amount equal to **80%** of the estimated cost.
- (p) The bidder shall authorize to seek references from the bidder's bankers.

Other conditions:

- 1. Materials and implements required for maintaining DAIRY UNIT AND GOAT UNIT operations will be provided by the bidder itself.**
2. The contractor shall provide the list of his workers who shall be working in the beginning of contract.
3. Contractor to ensure minimum wages to be paid to the contractual manpower as per Minimum Wages prescribed by State/Govt. of NCT of Delhi from time to time.

Yours faithfully,

Head , KVK, Shikohpur

TENDERS FOR “OUTSOURCING of JOB WORK CONTRACT for DAIRY UNIT AND GOAT UNIT at IARI, KVK SHIKOHPUR GURUGRAM HARYANA” FOR A PERIOD OF ONE YEAR AND EXTENDABLE BY FURTHER ONE OR MORE YEARS SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND ITS WILLINGNESS TO CONTINUE.

Full Name & Address of the tenderer in addition to Post Box No., if any, should be quoted in all Communications to this office:

Telephone No.:
Telegraphic Address/FAX/ Cellular No:
E-Mail Address :

From _____

To,
Head
IARI, KVK, Shikohpur
Gurugram Haryana 122004

I/we have read all the particulars regarding the general information and other terms and conditions of the contract of “**OUTSOURCING of JOB WORK CONTRACT for DAIRY UNIT AND GOAT UNIT at IARI, KVK SHIKOHPUR GURUGRAM HARYANA**” FOR A PERIOD OF ONE YEAR and EXTENDABLE BY FURTHER ONE or MORE YEARS SUBJECT TO SATISFACTORY PERFORMANCE and agreement to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in Schedule-III to this tender and I/we agree to hold this offer open till 180 days. I/we shall be bound by a communication acceptance dispatch within the prescribed time.

I/we have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

- a) The following pages have been added to and form a part of this tender_____.The Schedules-I & II to accompany this tender are at pages_____.
- b) Every page so attached with this tender bears my/our signature(s) and the office seal.
- c) Pay order/ DD No._____of Rs._____drawn in favour of Director, IARI and payable at New Delhi has been submitted to your office on.....(date) on account of earnest money.

Yours faithfully,

Date:

Signature of witness:

Name & Designation of witness:

Address:

Signature & Seal of the Tenderer

Telephone No. Office:

Res.:

Mobile:

Technical Bid Application

“OUTSOURCING of JOB WORK CONTRACT for DAIRY UNIT AND GOAT UNIT at IARI, KVK SHIKOHPUR GURUGRAM HARYANA”Name of the Tendering Manpower Company/Firm/Agency/ Contractor :

(Attach attested copy of certificate of registration)

1. Name of Director of Company/ Active Partner of the firm/
authorized Agent/ Proprietor
2. Full address of Operating/ Branch Office
Telephone No.:Fax No.:E-mail address:
3. Full address of Operating/ Branch Office at: Delhi/
New Delhi
4. Banker of the Company/ Firm/ Agency/ Contractor with Full address
(Attach certified copy of latest Bank statement):
5. PAN/Permanent Income Tax No./ Circle/ Ward:
TAN/TIN No. (Attach attested copy)
6. Service Tax/GST Registration No. (Attach attested copy):
7. EPF Registration No. (Attach attested copy):
8. ESI Registration No. (Attach attested copy):
9. Registration number/details/certificate of company/shop & establishment act:
10. Licence number/details/certificate of labour licence of respective Act:
11. Details of Earnest Money (Amount, DD No.,Date,;
Name of Issuing Bank)

13. Details for evaluation of Technical Bid

S.No.	Items	Details with supporting documents
1.	No. of employees on the roll of the Firm	
2.	No. of years of past experience of supplying manpower	
3.	Turnover of Firm during last 3 years (with financial year wise details)	
4.	ISO Certification (No. of Years), if any	

Note : Company/Firm/Agency/ Contractor scoring less than 45 marks in technical bid will not be considered for financial bid.

14. Whether the Firm/Company/Agency have been blacklisted by any Ministry/Department of the Govt. The tendering firms/bidders shall have to submit a notarized affidavit on a stamp paper of appropriate value to this effect that they have not been blacklisted or their business dealing with the Government Ministries/Departments have not been banned/debarred.

15. Additional information/detail, if any must be supported by attested certificates.

Date :

Place:

Signature of authorized person
(Full Name and Designation : Seal:)

Requirement of the Technical Bid

The following documents being furnished for consideration of the Tender/Bid:-

S.N.	Documents required with technical bid	Page No.	Remarks
1.	Attested copy of Earnest Money Deposit (EMD).		
2.	Attested copy of Registration Certificate of the firm under Company/Shops & Establishment Act of respective state for this purpose		
3.	Attested copy of registration of manpower company/firm/agency/contractor with appropriate authority of the Government including valid license under the Contract Labour (Registration & Abolition) Act, 1970.		
4.	Attested copies of EPF & ESI Certificate issued by the appropriate authority and minimum 20 Nos of staff with copy of latest ECR for ESI & EPF separately.		
5.	Attested copy of valid registration certificate by national and Small Industries corporation (NSIC), if applicable.		
6.	Attested copies of proofs of minimum last three year's i.e.2015-16 to 2017-18 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 in chronological order and Attested copies of the satisfactory services where the tenderer is providing the services for each of the last three financial years i.e.2015-16 to 2017-18.		
7.	Attested copy of minimum turnover of the firm not less than Rs.4,50,000 (Rupees four lakhs fifty thousand only) during each of the last three financial years duly certified by CA (Balance sheet and Profit & loss Account).		
8.	Attested copy of Income Tax (PAN), Service Tax/GST Registration Certificates, TIN Number with bank account details.		
9.	Attested copy of Audited Balance Sheet of the firm for last 3 (three years i.e.2015-16 to 2017-18) by the Chartered Accountant.		
10.	Attested copy that firm/agency must enclose a certificate indicating that there is no criminal legal suit pending or contemplated against it.		
11.	Attested copy of Undertaking as per attached Format 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.		
12.	Attested copy of valid latest Bank solvency certificate for Rs. 4.50 (Rs. four lakhs fifty thousand only) .The Bank solvency certificate should not be more than six months old.		
13.	ISO Certification, if any copies to be provided		

Date:
Person

Signature of the Bidder or his Authorized

Name: _____

(Note : Only those bidders who submit all requisite documents (as above) as per this tender and secure 45 marks in the technical qualification will be declared as responsive for considering their financial bids.)

All documents should be submitted electronically in PDF format.

(Signature of authorized person)

Full Name and Designation :Seal:

Date :

Place:

Schedule -III

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE
“OUTSOURCING of JOB WORK CONTRACT for DAIRY UNIT AND GOAT UNIT at IARI,
KVK SHIKOHPUR GURUGRAM HARYANA”

S c o p e o f w o r k

S.No.	Scope of Work
1.	The Service Required Round the Clock 1. Regular care of all animal in dairy unit and Goat Unit _ 2. Feeding of all animals, Goats and , cutting of green fodder, chaffing and to provide drinking water to animals and Goats timely. 3. Milking, cleaning of shed and animal and Goat regularly 4. Special care of pregnant, sick and young calves. 5. Cleaning of milk utensils and maintenance of hygiene sanitations. 6. To put animal dung into biogas unit and vermicompost unit. 7. There is need to take the goat outside the unit for the feeding purpose approx 6 to 8 hours

1. SERVICES REQUIRED

Satisfactory execution of the services listed hereunder shall vest fully with the approved contractor who shall be held accountable for any damage, loss of property/ material etc. related to the services provided within the unit, buildings or from the campus:

Note: The Vendors must visit the Centre at his own cost and acquaint himself with the operational system of the centre before quoting the rates in order to see the quantum of work cited above.

TERMS & CONDITIONS:

- 1 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 under intimation to this office.
- 2 Changing of Staff/Supervisor should be intimated to the designated officer of KVK Shikohpur Gurugram Haryana.
- 3 The Director, IARI reserves the right to reject any or all quotations in whole or in part without assigning any reason thereof. The decision of Director shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
- 4 The staff provided should also maintain secrecy and discipline in the premises of KVK.
- 5 The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of KVK/IARI for the purpose. All complaints should be immediately attended to by the Agency.
- 6 The agreement is terminable with one month notice on either side.
- 7 The contractor shall not sublet the work without prior written permission of the Unit incharge/ Head.
- 8 The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for
which the contract is awarded
10. The selected agency shall provide the necessary personnel's at IARI, KVK Shikohpur Gurugram Haryana, as per labour acts prevalent in NCT of Delhi and respective state Governments covered in this tender. The agency shall employ good and reliable persons.. In case any of the personnel so provided is not found suitable by the IARI, KVK, the IARI KVK, shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
11. The persons so provided by the agency under this contract will not be the employee of the IARI, KVK, and there will be no employer-employee relationship between the IARI, KVK, and the person so engaged by the contractor in the aforesaid services.
12. Payment for service contract will be made monthly upon submission of pre-receipted bill.
13. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The IARI shall not bear any extra charge on any account whatsoever i.e. EPF & ESIC contribution etc.
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 decision of Director, IARI, KVK the decision shall be final and binding on the contractor.

15. Income Tax will be deducted from the payments due for the work done as per rule.
16. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract
17. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt, relating to this contract made applicable from time to time.
18. While the contract is normally for one year, there is a possibility of its continuation for another one year after the approval of the competent authority, IARI, New Delhi.
19. **Risk Clause;** IARI 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 an account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
20. Monthly wages should be as per the Minimum Wages prescribed by State Govt. The vendor shall be provided a list of the workers. **Bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.**
21. That 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.
22. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute IARI, KVK related to personnel deployed and INSTITUTE shall in no way be responsible for settlement of such issues whatsoever.
23. 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.
24. 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.
25. Any loss, theft or damage to the life and/or property of the employees of the IARI, KVK and/or property of the IARI, KVK 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.
26. In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the INSTITUTE besides annulment of the contract.
27. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement which shall be executed between the IARI/KVK and successful bidder/ contracting agency.

LIQUIDATED DAMAGES CLAUSES:

1. In case of non-satisfactory work noticed by the Competent Authority, IARI, an amount equivalent to two days of contract amount subject to a minimum of Rs. 1000/- will be levied as liquidated damages per day apart from penalty. Whenever and wherever it is found that the work is not up to the mark in specified point /area it will be brought to the notice of the supervisory staff of the firm by IARI and if no action is taken within **one hour** liquidated damages clause will be invoked.
2. The Firm will not charge placement charges and /or on any other account from the manpower deployed at the IARI, KVK. 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 guards/manpower on any account.
3. Any misconduct/misbehavior on the part of the guards/manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

PENALTY CLAUSE:

1. If the number of worker (s) are found less than the minimum required under the contract a penalty of Rs.500/- per worker 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.

(For the ICAR-IARI)

1.

2.

(Financial bid may be submitted on line as per BOQ)

To

The Head,
KVK, Shikohpur
Gurugram Haryana
122004

Sir, I/We wish to submit our Tenders for THE “**OUTSOURCING of JOB WORK CONTRACT for DAIRY UNIT AND GOAT UNIT at IARI, KVK SHIKOHPUR GURUGRAM HARYANA**” on the following rates.

FINANCIAL BID

Annexure-I

“OUTSOURCING of JOB WORK CONTRACT for DAIRY UNIT AND GOAT UNIT at IARI, KVK SHIKOHPUR GURUGRAM HARYANA”

Maintain of Dairy and Goat unit	Rate per Month
<p>The Service Required Round the Clock</p> <ol style="list-style-type: none"> 1. Regular care of all animal in dairy unit and Goat Unit 2. Feeding of all animals, Goats and , cutting of green fodder, chaffing and to provide drinking water to animals and Goats timely. 3. Milking, cleaning of shed and animal and Goat regularly 4. Special care of pregnant, sick and young calves. 5. Cleaning of milk utensils and maintenance of hygiene sanitations. 6. To put animal dung into biogas unit and vermicompost unit. 7. There is need to take the goat outside the unit for the feeding purpose approx 6 to 8 hours 	<p>Consolidated per month Rate may be submitted on line as per BOQ</p>

Kindly note that the rates quoted invariably must contain all the taxes, services charges and total cost per month. The lowest bidder would be chosen on the aggregate of all the services (including all the taxes).

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 form. I/We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit. I/ we hereby undertake that we shall make good the loss/ damage to IARI/KVK property, if caused due to negligence on our part. I/we also agree that the decision of the Director, IARI in this regard as well as the matter of dispute arising due to the provision of this contract shall be final and binding on me/ us. I/we undertake not to make any representation against the decision of the Director, IARI.

Signature _____

Name & Address of the firm

Mobile No. :

Phone No.

Email:

Note:

1. Any overwriting/cutting in figures will not be accepted. Taxes, if any specifically be mentioned inclusion or exclusion. 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 form. We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.
2. The bids of the bidder quoting 'NIL' service charges shall be treated as non-responsive as per GOI MOF O.M.29(1)2014-PPD dated 28.1.2014.
3. The Service to be charged by the service provider to be quoted separately which will be the criteria for selection of L-1 bidder and remains unchanged during entire term of contract. .
4. The service charges quoted should not be in percentage; otherwise same will be rejected.
5. Department will reimburse all statutory payments as applicable from time to time, in addition to the above payments. The bill to be preferred on a monthly basis. The firm should therefore enclose copies of challans, etc. towards statutory payments made by it for reimbursement.
6. In case of more than one successful lowest bidders (L-1) then work will be awarded to the firm on merit based on credentials of the firm to the satisfaction of Competent Authority's IARI, Pusa,

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 abide by these in letter and spirit.

Signature _____
Name & Address of the Firm _____
Telephone No. _____
Mobile No. _____
E-mail _____

DRAFT SPECIMEN AGREEMENT

This agreement is made at (place)on (month/year)..... day of between Indian Agricultural Research Institute (hereinafter called IARI) through..... (designation of the competent authority in IARI)which term shall include its successors, assignees etc. on the first part and(name & address of the firm) (hereinafter called the firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the IARI has decided to assign the annual job work contract for providing..... (nature of job) :.....at IARI, New Delhi-12 to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f.(date)..... and will remain in force for a period for one year but can be terminated by IARI by giving one calendar months' notice in writing of its intentions to terminate the agreement. The agreement can be renewed, on mutually agreed terms for one year.
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 at all times and for all purposes be deemed to be employees of the firm and the IARI shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at IARI premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The IARI shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the IARI.
7. The manpower deployed by the agency should work as per the working days and timings of the IARI. No extra wages will be paid for attending office on weekends, holidays and late -sitting.
8. Wages to be paid to the contractual manpower will be as per Minimum Wages prescribed by Govt. of NCT of Delhi. Current wages and allowances will be as per Schedule III
9. Monthly consolidated charges for job/ work contract for providingservices at IARI is as per terms and conditions specified and scope of work as per Schedule-II 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 and the payment released by the Institute in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan alongwith list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.
10. The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.
11. In case of any dispute IARI Regional Research Centre between the parties, the matter shall be referred to the sole arbitrator appointed by the Secretary, ICAR. The decision of the sole arbitrator shall be final and binding in any respect of any dispute IARI Regional Research Centre between the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
12. That the firm shall provide uniform to its Security Personnel and will issue identity card to each of the workers engaged for entry in IARI 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, IARI shall cancel the contract.
15. That the firm agrees to discharge 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, Employees Compensation Act, 1923, E.P.F., E.S.I. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the IARI on account of any failure to comply with the obligations under various laws or damage to IARI due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the employees/ workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the IARI and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the IARI 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.
17. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt./ State Govt. / NCT of Delhi as applicable relating to this contract.
18. In case of any loss or damage to the property of the Institute which is attributable to the firm, the full damages will be recovered from the firm as decided by Institute.
19. The firm shall not transfer its right or sub- contract to anyone else.
20. The firm or its workers shall not misuse
21. 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, diligence and honesty.
22. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by Institute in any manner.
23. There may be frequent surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be rectified by the contractor within 24 hours of its bringing to his notice.
24. The firm shall provide a Co-ordinator for immediate interaction with the organisation.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.
26. The Service charges, to be quoted by the Bidders, should be inclusive of all other expenses required for the day-to-day services (viz. Transportation, Uniform etc.)
27. The Service charges, to be quoted by the Bidders, shall remain firm/unchanged during the entire contract and no request, on whatsoever ground, shall be considered for any increase in the service charges.

UNDERTAKING

I/We have read and understood IARI's General 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 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 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 IARI to approach individuals, employees, firms and corporations to verify our competence and general reputation.

Signature:.....

Name:.....

Designation:.....

Address:.....

Place:.....

Date:.....