

Division of Vegetable Science,
ICAR-Indian Agricultural Research Institute, New Delhi-110012

GeM Bid No.GEM/2023/B/3435348 Dated 11.05.2023

File No. 1-1/2023-24/Veg.Sci./JobWork/

Dated:11.05.2023

On behalf of Director, ICAR-IARI, New Delhi-12, the Head, Division of Vegetable Science, invites online custom bid **through GeM Portal for the services** of outsourcing the JOB WOK CONTRACT FOR VARIOUS SERVICES FOR FARM, FIELD OPERATION WORK (SEMI-SKILLED & UNSKILLED NATURE) at DIVISION OF VEGETABLE SCIENCE, IARI, NEW DELHI for a period of one year and further extendable for one year or 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. Bid Details:

Type of Tender/Bid	Custom bid for services through GeM Portal
Estimated Value	Rs. 50.00 Lac
EMD	Rs. 1.00 Lakh
Solvency Certificate	Rs. 15.00 Lakh
Performance Security	Rs. 2.50 Lakh
Bid submission start date	11.05.2023
Last date for submission of bid	02.06.2023 at 11:00 AM
Date for opening of technical bid	02.06.2023 at 11:30 AM

2. Contact Information for any query:-

- Dr. B.S.Tomar, Head, Division of Vegetable Science, ICAR-IARI, New Delhi-110012
- Sh. Harish Kumar Narang, AAO, Division of Vegetable Science, ICAR-IARI, New Delhi-110012

Online bids are invited under two-bid system through GeM system from registered/well established/reputed firms for providing the services of outsourcing the JOB WOK CONTRACT FOR VARIOUS SERVICES FOR FARM/FIELD OPERATIONWORK (SEMI-SKILLED & UNSKILLED NATURE) at DIVISION OF VEGETABLE SCIENCE, IARI, NEW DELHI.

Bid form, terms & conditions and draft agreement etc. can be downloaded from the GeM. Online bids complete in all respects should be submitted through GeM. Please note that only online bids will be accepted.

Asstt.Administrative Officer

Instructions to bidders

1. **How to apply:** The registered and experienced services providers for operationactivities of field/farm work 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 askedfor in the technical bid form of bid.
2. **Estimated Bid value:** The estimated tender value is **Rs.50.00 Lakh Approximately** for One year.
3. **Earnest Money Deposit (EMD)/ Bid Security** — EMD of Rs. 1.00 Lakh/- (2% of estimated value)/ “Bid Security undertaking” as per Annexure-I on their Company’s Letterhead, If applicable, EMD in favour of Director, IARI, must be deposited to Asst. Admin. Officer, Division of Vegetable Science, IARI, Pusa Campus, New Delhi-110012 during working hours i.e. 9.00 A. M. to 5.30 P. M. on all working days (except Saturday, Sunday and Gazetted holiday) before the last date for submission bids failingwhich bids will not be accepted. No interest will be paid on EMD.
4. **Performance Security Deposit:** Rs.2.50,000/- (Rupees Two Lac & Fifty Thousand Only) Performance security should be an amount of equivalent to 5% of the estimated value of contract.
5. **Validity of the Bids:** The tender submitted by the firm / agency shall remain valid for **90 days** from the date of opening for the purpose of acceptance and award of work. Validity beyond 90 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 **1 year and extendable by further one year or more** 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 FARM, FIELD OPERATIONWORK (SEMI-SKILLED & UNSKILLED NATURE), keeping in mind the quantumof 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/StateGovt. for agricultural workers with EPF, ESIC etc. payable under labour laws and other taxes, if any. The quoted amount should be inclusive of any other Govt. Levies, if any. No request for alternation in the rates, once quoted willbe 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 attorneyof 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 warrant 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 three years.

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 imposed on business transactions of the firms by any Govt. agency, the firm will be bound to 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.
11. **VISIT TO SITE:** The eligible firms are advised to visit to examine the site of required service and surrounding and obtain all information that may be necessary for preparing the bid of entering into a contract for the services before or after to see him-self the site conditions regarding the present status field and farm crop and other related activities.

Bid Security Declaration Form

(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 amounts 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

QUALIFYING CRITERIA REQUIREMENTS FOR TECHNICAL BID

1. Bids must be from reputed registered and experienced firms/Services Providers having at least three years' experience and expertise of similar (field /farm operation) work in Central Govt. establishments/ State Govt. establishments/ autonomous bodies/corporations/ reputed public or private 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 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, Govt. Taxes etc.. The quoted amount should be inclusive of any other Govt. Levies, if any
5. No request for alternation in the rates, once quoted will be entertained within the period of contract.
6. The Institute 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.
7. 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.
8. The firms must have to furnish an undertaking in a prescribed format (Annexure-III).

[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	[PDF]
2	Name of the Firm/Agency, Name of Director of Firm/Agency, Full address of operating/Branch Office with Telephone/Mobile No. & e-mail ID,	[PDF]
3	Attested copy of Income Tax (PAN), GST Registration Certificates	[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 License under the Contract Labor (Regulation and Abolition) Act, 1970/1971 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 ECR of month of February to April, 2023 may be attached.	[PDF]
9	Details for evaluation of Technical Bid	[PDF]
(i)	Attested copy of minimum turnover of the firm not less than Rs. 15.00 Lac (Rupees Fifteen Lac Only) during each of the last three financial years i.e. 2019-20 to 2021-22 duly certified by CA (Balance sheet and Profit & loss Account).	[PDF]
(ii)	Attested copies of proofs of minimum last three year's i.e. 2020-21 to 2022-23 of continuous experience of the firm in the field of providing services for farm/field/operation work (semi-skilled & unskilled nature) in Central Govt. establishments/ State Govt. establishments/ autonomous bodies/corporations/ reputed public or private organizations, with details in enclosed tabular form (Annexure-V) in chronological order & Attested copies of the satisfactory services where the tenderer is providing the services for each of the last three financial years i.e. 2020-21 to 2022-23.	[PDF]
10	Scanned copy of valid latest Bank solvency certificate for Rs.15.00 Lakh (Rs. Fifteen Lac only). The Bank solvency certificate should not be more than 06 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	An Undertaking as per attached Format (Annexure-III) 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 Central Govt. establishments/ State Govt. establishments/ autonomous bodies/corporations/ reputed public or private organizations during the last three years.	[PDF]
13	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]

Note:-

- a) I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender 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.
- g) The L-1 bidder will be determined as per Schedule-I (Financial Bid/BOQ)

Date: -
Place: -

Signature of the Bidder: -
Full Name: -
Designation: -
(Office seal of the Bidder)

SCHEDULE-I

FINANCIAL BID (To be submitted online in BOO)

Agricultural Activities in open field		Rate Per activities including all costs	GST (in Rs.)	Total
01.	Various field operations of agriculture (unskilled nature) with the highest standards of services and as per Schedule-II of tender document	Per Acre		
Pollination Activities				
02.	Pollination work (Semi-skilled nature) cauliflower, cabbage, radish etc. as per Schedule-III of tender document	Per 200 Sqm		
03.	Pollination work (Semi-skilled nature) in tomato, brinjal, chilli, capsicum, okra, peas, beans etc. as per Schedule-III of tender document	Per 300 sqm		
03.	Pollination work (Semi-skilled nature) in cucurbits crop like bottle gourd, pumpkin, luffa, musk-melon, watermelon etc. as per Schedule-III of tender document	Per 1000 sqm		
04	Pollination work (Semi-skilled nature) in cucurbits crop like bitter gourd, cucumber, musk-melon as per Schedule-III of tender document	Per 600 Sqm		
05.	Pollination work (Semi-skilled nature) in onion & carrot as per Schedule-III of tender document.	Per 500 sqm		
Agricultural Activities in protected Structure				
06.	Various agricultural activities (unskilled nature) in Polyhouse and Net house as per Schedule III of tender document	Each 200 sqm		

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 abide by these in letter and spirit.

Signature _____

Name & Address of the firm Mobile No. :

Email:

SCOPE OF WORK FOR AGRICULTURAL ACTIVITIES IN OPEN FIELD

S.No.	Venue of Field/Farm/Research Blocks for agriculture activities	Area of Farm/Field in Acre	Details of work activities to be done in every Month
1.	<p>(A) Main Farm (MB 13,14 A & 11 A) including Poly/Net Houses,</p> <p>(B) UVRD(Farm) including 3 Poly house</p> <p>(C) Top Block Farm</p> <p>(D) MB 10-C/MB-11 A, Isolation block/field (NBPGR, WTC, ATIC, Agril. Engineering)</p> <p>Venue: Pusa Campus, IARI, New Delhi-12</p> <p>Crop for which work activities required:-</p> <p>1 season I:- Cauliflower, Carrot, Radish, cabbage, Broccoli, Tomato, Onion, Peas, Bathua, Palak, etc</p> <p>2 season II:- Okra, Tomato, Onion, Cucumber, Bottle gourd, sponge gourd, Brinjal, Ashgourd, cowpea, Carrot, Cauliflower etc.</p> <p>3 season III:- Cucumber, Muskmelon, Bitter Gourd, Okra, Bottle gourd, sponge gourd, cluster bean, cowpea, pumpkin, tomato etc</p>	<p align="center">20</p> <p align="center">7.5</p> <p align="center">5</p> <p align="center">7.5</p>	<p>For carrying out day-to-day unskilled agricultural operations in different vegetable crops like field/bed preparation, irrigation channel/bund preparation, hoeing, weeding, spraying of insecticide/pesticide, transplanting, harvesting, seed extraction and cleaning, sorting of procedure, mulching, staking, training, pruning, scooping, pot filling erecting, , temporary protective structuring, washing and packing, operation of common farm implements (like hand-drawn power sprayers, power tillers,) developmental work (Maintenance of path and roads) in management of different vegetable crops, including other agricultural activities as desired by indenter is to be carried out from time to time.</p> <p>Total area for agriculture activities is $20+7.5+5+7.5= 40$ Acre in which three season crop will be taken in one year.</p>

SCOPE OF WORK FOR POLLINATION & POLY/NET HOUSE ACTIVITIES

	Description of work
POLLINATION ACTIVITIES	Pollination work in cauliflower, cabbage, and radish etc. pollination work includes bagging, tagging, crossing emasculation of buds, seed extraction, etc. (Semiskilled nature)
	Pollination work in tomato, brinjal, chilli, capsicum, okra, peas & beans etc. Pollination work includes bagging, tagging, selfing, crossing emasculation of buds, seed extraction, etc. (Semiskilled nature)
	Pollination work in cucurbits vegetable (bottle gourd, bitter gourd, cucumber, luffa, musk melon watermelon etc.) pollination work includes bagging, tagging, selfing, crossing emasculation of buds, seed extraction, etc. (Semiskilled nature)
	Pollination work in onion and carrot, pollination work includes bagging, tagging, selfing, crossing emasculation of buds, seed extraction, etc. (Semiskilled nature)
AGRICULTURAL ACTIVITIES IN PROTECTED STRUCTURE	Various agricultural activities in protected structure (poly house/net house etc.) The activities will be bed/field preparation, layout of drip irrigation, stretching of vine, fixing of ropes, training, pruning, application of pesticide, fertilizer, weeding, hoeing, harvesting, extracting of seed, drying and cleaning of seeds etc. (unskilled nature)

Note: The Vendors must visit the Division at his own cost and acquaint himself with the operational system of the division 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 In-charge/ Supervisor designated officer of Division of Vegetable Science, ICAR-IARI-New Delhi 110012.
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 Institute.
5. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Middle Standard.
6. 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 by the Agency.
7. The agreement is terminable with one month notice on either side.
8. The contractor shall not further sublet the work .
9. 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 at Vegetable Science Division, ICAR-IARI 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 Head/Farm In-charge/AAO Division of Vegetable Science, they 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 and there will be no employer-employee relationship between the IARI 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. It would be the sole responsibility of the contractor to pay his manpower as the minimum wages act.
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.

15. Income Tax will be deducted from the payments due for the work done as per rule.
16. The Contractor must employ adult labor only. Employment of child labor 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./Centre 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 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 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.
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.
28. LIQUIDATED DAMAGES CLAUSES:
 - a) 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.

- b) The Firm will not charge placement charges and /or on any other account from the manpower deployed at the IARI. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at a laterstage, reports are received that the Contractor/Contracting Firm has charged the guards/manpower on any account.
 - c) 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.
29. PENALTY CLAUSE: If the number of worker (s) are found less than the minimum required under the contact a penalty of Rs.500/- per worker/supervisorper 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 thereof. 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 onthe day, month and year as mentioned above.
30. The L-1 bidder will be determined as per Schedule-I (Financial Bid/BOQ).

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:.....

Note: *The undertaking regarding the non blacklisting of firm is to be submitted on a nonjudicial stamp paper of Rs. 100/- (Rupees One Hundred only).*

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 along with 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 Vegetable 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 commensurate 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:-

6. 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.
7. 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:-
 - a. Documentary proof of disbursement of wages of the workers.
 - b. The copy of ESIC/EPF and GST challan.
 - c. Any other document required for the purpose.
8. 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.
9. Income Tax/TDS will be deducted from the payments due for the work done as per rule.

SERVICE LEVEL AGREEMENT FOR JOB WORK CONTRACT

10. 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 In charge/Farm Manager of Division of Vegetable Science.
11. If the L-1 firm quotes predatory (very low) rates for job work items, the committee of Division reserves the right to allot the work items to the bidder with reasonable rates.
12. 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 6.00 pm but not exceeding to the permissible hours for each man days.
13. 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 Vegetable Science. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract immediately.
14. 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.
15. The staff provided should also maintain secrecy and discipline in the premises of Institute.
16. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Middle Standard. 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.
17. 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.
18. 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 along with 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/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 equipment 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 labor 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.

19. 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.
20. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
21. 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.
22. 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.
23. 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.
24. 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.

25. 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-IV**) herewith this bid document.
26. The firm will have to provide all necessary equipment for carrying out crop activities as per scope of work.
27. The terms and conditions reflected in the format of draft affidavit (**Annexure-IV**) attached are only tentative in nature and necessary changes, as deemed fit, shall be incorporated at the time of awarding the Job/Work contract.

ANNEXURE IV

(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 Vegetable 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-II & III** in the tender document including all the taxes viz. GST, 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.
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 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, 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 IARFI 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/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
3. 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.
4. 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.

Sign. Of Head of Division
(For & on behalf of Secretary,
ICAR/Director,IARI)

Dated signatures with Seal

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

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

1.....
2.....

1.....
2.....