

WATER TECHNOLOGY CENTRE ICAR- INDIAN AGRICULTURAL RESEARCH INSTITUTE New Delhi - 110 012



File No. WTC/Job-work/2022-23/5-3

GeM Bid Number: GEM/2022/B/2846983

Dated 12.12.2022

On behalf of Director, ICAR-IARI, New Delhi-110012, the Project Director, Water Technology Centre invites Online Custom Bid through GeM Portal for the services of "JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS FIELD / FARM AND LAB OPERTIONS/WORK (UNSKILLED NATURE) AT WATER TECHNOLOGY CENTRE, ICAR-IARI, NEW DELHI- 100012" 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 requirement.

1. Bid Details :-

Type of Tender/Bid	Custom bid for services through GeM Portal
Estimated Value/ Tentative Value of Contract	Rs. 20.00 Lakh (Rs. Twenty Lakh Only)
EMD (Earnest Money Deposit)	Rs. 40,000/- (Rs. Forty Thousand Only)/Bid Security Declaration
Performance Security Deposit	Rs. 60,000/-(Sixty Thousand Only/-) (3% of the estimated value of contract)
Solvency Certificate	Rs. 6.00 Lakhs(Rs. Six Lakhs only)

2. Bid schedule:

Bid Submission Start date/time	12.12.2022				
Last date & time for submission of bid	03.01.2023 at 11.00 AM				
Date & time for opening of Financial/technical	03.01.2023 at 11.30 AM				
bid					
• Vendors can visit the site in order to access the quantum of work.					

	access the quantum of work.
Address for Communication (Administration)	Shri Satyendra Kumar
	Admn. Officer, Water Technology Centre,
	ICAR - IARI,New Delhi 110012
	Email ID : <u>Satyendra.Kumar30@icar.gov.in</u>
Address for Communication (Farm related)	Dr. Virendra Kumar, Farm Manager & ACTO
	Water Technology Centre, ICAR-IARI, New Delhi-110012
	Email ID : <u>Virendra.Dhama@icar.gov.in</u>

Online bids are invited under two-bid system through GeM system from registered/wellestablished/reputed firms for providing the services for **OUTSOURCING OF VARIOUS FIELD/FARM AND LAB OPERTIONS/WORK (UNSKILLED NATURE) AT WATER TECHNOLOGY CENTRE**, **JARI, New Delhi.**

Bid form, terms & conditions and draft agreement can be downloaded free of cost from the GeM. Online bids complete in all respects should be submitted through **GeM**.

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 Bid without assigning any reason.

Please note that only online bids will be accepted.

Instructions to bidders

- **1.** How to apply: The registered and experienced services providers for crop operation activities of field/farm may apply against the bid floated for the same on GeM Portal. The firms must furnish full, precise and accurate details in respect of information asked for in the technical bid form of bid.
- **2.** Estimated Bid value: The estimated tender value is **Rs.20.00 Lakh** approximately for one year. Estimated bid value can be increased or decreased as per crop activities.
- 3. Earnest Money Deposit (EMD)/ Bid Security EMD of Rs. 40,000/- (2% of estimated value)/ "Bid Security undertaking" as per Annexure-I on their Company's Letter head. If applicable, EMD in favour of Director, IARI, must be deposited to Asst. Admin. Officer, Water Technology Centre, 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 failing which bids will not be accepted. No interest will be paid on EMD. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. In those cases 'Bid Security Declaration' may please be provided as per MOF OM No. F.9/4/2020-PPD dated 12th Nov. 2020 if applicable.
- **4. Performance Security Deposit: Rs. 60,000 (Rupees Sixty Thousand Only)** Performance security should be for an amount of equivalent to 3% of the estimated value of contract (As per guidelines issued by Ministry of Finance, Government of India vide Office memorandum no. 9/4/2020-PPD dated 12th November, 2020).
- **5.** Validity of the Bids: The tender submitted by the firm / agency shall remain valid for 180 days from the date of opening for the purpose of acceptance and award of work. Validity beyond180 days from the date of opening shall be by mutual consent. No firm will be allowed to withdraw/alter/modify after submission of tenders within the bid validity period.
- **6.** Duration of Contract: The contract will be initially for a period of 01 year and extendable by further one or more years on the same rate, terms and conditions subject to satisfactory performance of the vender and his/her willingness to continue. In case of unsatisfactory performance, the contract will be terminated by giving one month notice.

7. Rates:

- i) The rates should be quoted in lump-sum amount in respect of all the field/farm crop operations and other maintenance activities keeping in mind the quantum of work/activities to be done during the period. However, the rates thus quoted should be inclusive of Minimum wages as per prescribed by Central Govt/State Govt. for agricultural workers with EPF, ESIC etc. payable under labour laws. The quoted amount should be inclusive of any other Govt. Levies, if any and services charges of firm. No request for alternation in the rates, once quoted will be entertained within the period of contract. Any hidden charges, if found later at any stage, in any form will not be accepted and would liable to cancellation of bid/contract.
- ii) No request for alteration in the rates once quoted will be entertained within the period of contract in any case.

8. Signing of Technical bid:

i. Each page of the bid shall be signed by the bidder/firm/agency or a person duly authorized to bid the firm/bidder to the contract with stamp of the firm/agency.

- ii. The tenders are liable to be ignored/rejected, if complete information as required is not given therein or if the particular information asked for in the schedules/annexure of the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company. Specific attention must be paid to the Conditions of the contract as the firms entered into would by governed by them.
- iii. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the IARI shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules/annexure to the tenders and annexure, if any, should be signed by the firm/agency.

Award of Contract:

9.

- i. The bidder quoting lowest rates will be selected as L1subject to the payment of wages as per Minimum Rates prescribed by the Govt., or otherwise specified for certain categories. The Successful L1 Bidder will be given the work order within 15 days from the finalization of the Tender. The bidder will then enter into an agreement with the Institute.
- ii. If firm/agency does not accept the offer, after issuance of contract award letter within 10 days. The offer shall be withdrawn and firm will be debarred (suspended) for participating in the bidding/tendering process carried out by institute for a period of two years.
- iii.L-1 firm will be awarded on the basis of consolidated rates of each crop/activity as mentioned in Annexure-V and that will be selected by GeM. Sub item wise rates separately may not be considered as L-1 firm.

10. Right to Acceptance:

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

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 himself/herself the site conditions regarding the present status field and farm crop and other related activities.

Annexure-I

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

notarized)

Tender/BID No.____/Date:___/

То

We,	the	undersigned,	declare	that:
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We,

M/s.....

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

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

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

We understand this Bid Securing Declaration shall expire if:-

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

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

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

Sr. No.	Particulars	Upload scan copy & Indicate Page
1	Details of EMD [Bid Security] amounting to Rs	No. [File Type]
$\frac{1}{2}$	Name of the Firm/Agency, Name of Director of Firm/Agency, Full	[PDF]
2	address of operating/Branch Office with Telephone No., Mobile No. & E-mail ID,	[PDF]
3	Attested copy of Income Tax (PAN), Service/GST Registration Certificates with Bank Accounts details.	[PDF]
4	Attested copy of Registration Certificate of the firm under Company/Shops & Establishment Act of respective state for this purpose	[PDF]
5	Employee EPF registration certificate issued by Govt. etc. (attach attested copy)	[PDF]
6	Employee ESI registration certificate issued by Govt. etc. (attach attested copy)	[PDF]
7	Scanned copy of Valid Licence under the Contract Labour (Regulation and Abolition) Act, 1970 issued by appropriate authority.	[PDF]
8	Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 20 nos. (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of latest (July-2022 , August-2022 and Sept-2022) ECR must be attached .	[PDF]
9	Details for evaluation of Technical Bid	[PDF]
(i)	Attested copy of minimum turnover of the firm not less than Rs. 15	[]
	Lakhs (Rupees Fifteen Lakh Only) during each of the last three (2019-20, 2020-21 and 2021-22) financial years duly certified by CA (Copy of Balance sheet and Profit & loss Account only).	[PDF]
(ii)	Attested copies of proofs of minimum last three year's i.e. 2019-20, 2020-21 and 2021-22 of continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies /corporations/ reputed public or private organizations, with details in enclosed tabular form (<i>given format at annexure-III</i>) in chronological order & Attested copies of the satisfactory services where the Firm is providing the services for each of the last three financial years i.e. 2019-20, 2020-21 and 2021-22.	[PDF]
(iii)	ISO Certification, if any copies to be provided	[PDF]
10	Scanned copy of valid latest Bank solvency certificate addressed to Director, IARI (by Bank itself) for Rs. 6.00 Lakhs (Rupees Six Lakh Only) The Bank solvency certificate should not be more than six months old.	[PDF]

	(attach attested copy)	
11	Scanned copy of Audited Balance Sheet of the firm for last 3 (three)	
	financial years i.e. 2019-20, 2020-21 and 2021-22 by the Chartered	[PDF]
	Accountant.	
12	The bidder must have successfully executed/completed similar services,	
	over the last three years ending March-2022:	
	1) Three similar completed services costing not less than the	
	amount equal to 40% (Forty per cent) of the estimated cost; or	
	2) Two similar completed services costing not less than the amount	[PDF]
	equal to 50% (Fifty per cent) of the estimated cost; or	
	3) One similar completed service costing not less than the amount	
	equal to 80% (Eighty per cent) of the estimated cost.	
	(attach attested copy)	
13	An Undertaking as per attached Format (Annexure-IV) duly attested by	
	Notary on a non-judicial stamp paper of value of Rs.10/- (Rupees Ten	
	Rupee Only) regarding their non-blacklisting by any of the Govt.	[PDF]
	Departments, Public Sector Undertakings and/or by Central Vigilance	
	Commission during the last three years.	
14	Whether the firm has any legal suit/criminal case pending against	
	violation of EPF/ESI, minimum wages act or other laws (give details). The	
	firm/agency must enclose certificate (in technical bid) indicating that	[PDF]
	there is no criminal/legal suit pending or contemplated against them.	
15	Any other required document as per tender document	[PDF]

Note:-

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

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

ANNEXURE III

DETAILS OF THE MINIMUM 3 YEARS EXPERIENCE/WORK DONE

Sl. No.	NameoftheDeptt./Organization&Nameofcontact person with Ph. No.	Per	iod	No. of staff deployed	Remarks
		From	То		

(Authorized Signatory)

UNDERTAKING

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

I/We do hereby also accept that IARI have the right to accept or reject this application and not to issue invitation to tender to me/us.

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

Signature:
Name:
Designation:
Address:
Place:
Date:

Annexure-V

FINANCIAL BID

(This financial bid to be enclosed in a separate envelop with seal)

Last Date of Receipt of Tender_____ (Time)

Date of opening of Financial Bid : As per the intimation.

То

The Project Director, Water Technology Centre, IARI, New Delhi-110012

Sir, I/We wish to submit our Bid for THE "JOB WORK/SERVICE CONTRACT FOR OUTSOURCING OF VARIOUS FIELD/FARM AND LAB OPERTIONS/WORK (UNSKILLED NATURE) AT WATER TECHNOLOGY CENTRE, IARI, NEW DELHI-100012" on the following rates.

Sr. No.	Crop/Activity	Code No.	Particular of Job Work Contract for Outsourcing of Field/Farm and Lab operations (Unskilled Nature)	Unit/Items/ area	Rates
1.	Rice	1.01	Field layout and land preparation	Per acre	
		1.02	Bund making	Per meter	
		1.03	Preparation of nursery beds and transplanting of seedlings	Per acre	
		1.04	Direct Sowing of Rice (DSR)	Per acre	
		1.05	Irrigation	Per acre	
		1.06	Fertilizer application	Per acre	
		1.07	Spraying of pesticides/ insecticides / herbicides	Per acre	
		1.08	Weeding	Per acre	
		1.09	Re-shaping of bunds and channels making	Per meter	
		1.10	Rouging (removal of unwanted plants)	Per acre	
		1.11	Harvesting, threshing and cleaning including loading and unloading in office store/ sale counter	Per acre	
		1.12	Removal of left over biomass from field after harvesting	Per acre	
			Consolidated rate (1.01 to 1.12)		
2.	Other cereal crops	2.01	Field layout and land preparation	Per acre	
		2.02	Bund making	Per meter	

		2.03	Fertilizer application	Per acre
		2.04	Sowing (manually)	Per acre
		2.05	Irrigation	Per acre
		2.06	Weeding	Per acre
		2.07	Spraying of pesticides/ insecticides / herbicides	Per acre
		2.08	Reshaping and strengthening of bunds	Per meter
		2.09	Rouging (removal of unwanted plants)	Per acre
		2.10	Harvesting, threshing, winnowing, bagging loading and unloading in office store/ sale counter	Per acre
		2.11	Removal of left over biomass from field after harvesting	Per acre
			Consolidated rate (2.01 to 2.11)	
3.	Millets	3.01	Land preparation and field layout	Per acre
5.		5.01	propulation and note my out	
		3.02	Bund making	Per meter
		3.03	Fertilizer application	Per acre
		3.04	Sowing (manually)	Per acre
		3.05	Irrigation	Per acre
		3.06	Weeding	Per acre
		3.07	Strengthening of bunds	Per meter
		3.08	Spraying of pesticides/ insecticides / herbicides	Per acre
		3.09	Harvesting, threshing and cleaning including loading and unloading in office store/ sale counter	Per acre
		3.10	Removal of left over biomass from field after harvesting	Per acre
			Consolidated rate (3.01 to 3.10)	
4.	Pulses	4.01	Land preparation and field layout	Per acre
		4.02	Bund making	Per meter
		4.03	Fertilizer application	Per acre
		4.04	Sowing (manually)	Per acre
		4.05	Rouging (removal of unwanted plants)	Per acre
		4.06	Irrigation	Per acre
		4.07	Weeding	Per acre
				11

4.08 Strengthening of b	ounds Per meter
4.09 Picking (green po	ds) Per acre
4.10 Spraying of pestic	cides/ insecticides / herbicides Per acre
	hing and cleaning including Per acre ding in office store/ sale
4.12 Removal of left of	over biomass from field after Per acre
harvesting	ated rate (4.01 to 4.12)
5. Oilseeds 5.01 Land preparation	
5.02 Bund making	Per meter
5.03 Fertilizer applicat	ion Per acre
5.04 Sowing (manually	Per acre
5.05 Irrigation	Per acre
5.06 Rouging and thin	ning Per acre
5.07 Weeding	Per acre
5.08 Strengthening of b	punds Per meter
5.09 Spraying of pestic	rides/ insecticides / herbicides Per acre
	hing and cleaning including Per acre ding in office store/ sale
5.11 Removal of left of harvesting	over biomass from field after Per acre
Consolid	ated rate (5.01 to 5.11)
6.Vegetables6.01Preparation treatment	hent plots & Layout Per acre
6.02 Ridge & furrow n	naking Per acre
6.03 Preparation of bec	Is and nursery raising Per acre
6.04 Planting	Per acre
6.05 Fertilizer applicat	ion Per acre
6.06 Irrigations	Per acre
6.07 Weeding	Per acre
6.08 Strengthening of b	punds Per meter
6.09 Spraying of pestic	cides/ insecticides/ herbicides Per acre
6.10 Harvesting (Digg sale counter)	ng/ Picking/ transportation to Per acre

		6.11	Removal of left over biomass from field after harvesting	Per acre
			Consolidated rate (6.01 to 6.11)	
7.	Flowers & others	7.01	Preparation treatment plots & Layout	Per acre
		7.02	Digging of pits	Per acre
		7.03	Planting of bulb	Per acre
		7.04	Fertilizer application	Per acre
		7.05	Irrigations	Per acre
		7.06	Weeding	Per acre
		7.07	Strengthening of bunds	Per meter
		7.08	Spraying of pesticides/ insecticides/ herbicides	Per acre
		7.09	Harvesting (Digging of bulbs)/ Picking	Per acre
		7.10	Removal of left over biomass from field after harvesting	Per acre
			Consolidated rate (7.01 to 7.10)	
8.	Lab operation/ sampling	8.01	Cleaning and washing of glassware and plastic wares	Per 100 pieces
		8.02	Plant sampling	Per 100 samples
		8.03	Soil sampling	Per 100 samples
		8.04	Root Sampling	Per 100 samples
		8.05	Water sampling	Per 100 samples
		8.06	Grinding of soil/ plant samples	Per 100 samples
			Consolidated rate (8.01 to 8.06)	
9.	General field operations	9.01	Ridge and furrow making	Per acre
		9.02	Pit making	Per 10 pits
		9.03	Trench making	Per meter
		9.04	Bed Preparation and nursery raising	Per acre
		9.05	Bird scaring (two shift)	Per acre
		9.06	Mulching of straw	Per acre
		9.07	Rouging (removal of unwanted plants)	Per acre
		9.08	Path and bund cleaning Cleanliness of plastic tanks	Per acre Per unit
		9.09	Cleanliness of plastic tanks	

		9.10	Cleanliness of masonry tank	Per cubic meter
		9.11	Field-lab unit maintenance (weeding/ pruning/ irrigation etc.)	Per unit
		9.12	Strengthening of bunds	Per meter
		9.13	Irrigation	Per acre
		9.14	Cleanliness of filters	Per unit
		9.15	Mixing of slurry and fertigation	Per unit
		9.16	Spray of pesticide/chemicals	Per acre
		9.17	Pruning of trees, removing the pruned materials	Per tree
		9.18	Painting the trunks with Chunna / Bordoux mixture (2 feet height)	Per tree
		9.19	Maintenance of eroded terraces, marginal bunds, field bunds and riser	Per cubic meter
		9.20	Petty works like dismantling the broken earthen or concrete structures/tanks, Removing the debris, refilling with soil, trench	Per cubic meter
9.22		9.21	making, cleaning of the channels Spreading of organic manure	Per acre
		9.22	Digging of pits/ auger holes for installation of	Per 100 samples
			sensors/ instruments Drench and terrace bund maintenance	Per cubic meter
		9.24	Cleaning & maintenance of farm road/ access	Per acre
		9.25	path Maintenance of Hydrant and diversions	Per diversion
		9.26	Repair and maintenance of pipe lines	Per 10 meter
		9.27	Cleaning and reshaping of water harvesting channels/ structures/ ponds	Per cubic meter
			Consolidated rate (9.01 to 9.27)	
10.	Sewage treatment		Harvesting of wetland plants (Typha, Phragmitis etc.)	Per square meter
	plant	10.01	Collection and removal of harvested wetland plants from site, Cleaning of the harvested site	
		10.02	Cleaning of the treated water storage tank	Per square meter
			Consolidated rate (10.01 to 10.02)	
11.	Maintenance of Green	11.01	Covering, repair and cleaning of roof, side and foundation of protected structures	Per square meter
	house/ net 11.02 house and		Laying of main/ sub main pipes	Per meter
	Micro irrigation	11.03	Laying, cleaning and maintenance of drip lateral pipes	acre
	system	11.04	Laying, fitting, cleaning and maintenance of sprinkler & lateral pipes	acre

		11.05	Folding/ removal of drip laterals/ sprinklers	acre
		11.06	Cleaning and maintenance of Irrigation tanks	Nos.
		11.07	Servicing and maintenance of sprayers and misters	Nos.
		11.08	Regular maintenance of micro irrigation systems	Nos.
		11.09	Removal and replacement of old covering material polythene, nets, gutter and side curtain of polyhouse, shade net and insect proof net house, pertains replacement	Per square meter
		11.10	Cleaning of roof	Per square meter
		11.11	Filling and Cleaning of water tanks (5 m x 5 m)	Per tank
		11.12	Training and pruning of vegetables in polyhouse laying of drip laterals in field and polyhouse	Per acre
			Consolidated rate (11.01 to 11.12)	
12.	Crops under micro	12.01	Nursery raising	Per square meter
	irrigation with	12.02	Land preparation and field layout	Per acre
fertigation		12.03	Ridge making	Per acre
	12.		Laying of main/ sub main pipes	Per meter
			Laying of surface drip laterals and fixing	Per acre
		12.06	Transplanting/ sowing of crop	Per acre
		12.07	Plastic mulch laying	Per square meter
		12.08	Sub-surface placement of drip laterals	Per square meter
		12.09	Weeding	Per acre
		12.10	Fertilizer application through micro irrigation	Per acre
		12.11	Irrigation through micro irrigation	Per acre
		12.12	Insecticide/Pesticide/ herbicide spray	Per acre
		12.13	Harvesting, grading and transportation of produce	Per acre
			Consolidated rate (12.01 to 12.13)	
13.	Orchard Management	13.01	Digging of pits (1' X 1')	Per 10 No.
		13.02	Manure application	Per pit
		13.03	Pruning of old plants and removing the pruned material	Per plant
		13.04	Planting of sapling	Per plant

		13.05	Ring formation	Per plant
		13.06	Irrigation	Per plant
		13.07	Fertigation including mixing of fertilizers in bucket	
		13.08	Insecticide/ herbicides/ pesticide spray	Per plant
		13.09	Weeding and intercultural operations	Per plant
		13.10	Laying, removal and cleaning and maintenance of drip system	Per plant
		13.11	Picking of fruits/ produce	Per plant
			Consolidated rate (13.01 to 13.11)	
14.	Other activities.	14.01	Unskilled labour for other activities in the laboratory/field/maintenance of Sewage treatment plant and upkeep (Minimum wages, EPF, ESIC etc as on the date of closing of tender as applicable in NCT of Delhi.	Rate should be quoted on monthly basis, per person/ per month (Minimum wages, EPF, ESIC etc. as on the date of closing of Tenderas applicable in NCT.

Note:-

- 1. L-1 firm will be awarded on the basis of consolidated rates of each crop/activity as mentioned in Annexure-V.
- 2. 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 Bid. We have carefully read the terms and conditions of the Bid and are agreed to abide by these in letter and spirit.
- 3. The GST 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 GST 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, two bidders have quoted similar rates, the firm obtained higher points will be given first priority.

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

Signature_____ Name & Address of the Firm

Mobile No. :

Phone No. :

Email ID :

Definitions

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

"Institute (IARI)" means Indian Agricultural Research Institute, Pusa Campus, New Delhi110012.

"Firm/Agency/Service Provider" means the individual, a firm/agency, who intends to provide manpower on contract basis to Water Technology Centre, ICAR-IARI.

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

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

"Manpower" means labour to be provided on contract.

"Service" means all the manpower which the Service Provider is required to provide to the Water Technology Centre, in terms of a contract.

Conditions of Contract

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

Termination of Contract

- 1. The Institute without prejudice to any other remedy for breach of contract, may, by written notice of default sent to the service provider, terminate the contract in whole or in part, if the service provider fails to provide the services or fails to perform any other contractual obligation(s) within the time period specified in the contract given by, Institute.
- 2. The firm will not charge placement charges and or on any other account from the manpower deployed at the Water Technology Centre, IARI, New Delhi. The contract is liable to be terminated, security deposit forfeited and the firms will be blacklisted if, at a later state, reports are received that the firm has charged the manpower on any account.

Resolution of disputes:

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

Performance Security:

1. The successful firm/agency will have to submit acceptance of contract award order within the period on GeM portal and will have to deposit a performance security amounting Rs. 60,000/- (Rs. Sixty Thousand Only) in the office of Water Technology Centre valid for 14 months. In the event of non-deposition of the

same, it will be presumed that the firm is not interested to undertake the job work contract, as such; the appropriate action will be taken against the firm.

2. No interest will be paid for security deposit. The security deposit amount will be refunded after satisfactory completion of contract.

SERVICE LEVEL AGREEMENT FOR JOB WORK CONTRACT

- 1. The firms are advised to survey the field/ farm and operations to be executed before responding to the job contract. For this purpose, firm may contact Farm Incharge/Farm Manager of Water Technology Centre.
- 2. If the L-1 firm quotes predatory (very low) rates for job work items, the committee of center reserves the right to allot the work items to the bidder with reasonable rates.
- **3.** L-1 firm will be awarded on the basis of consolidated rate of each crop/activity mentioned in Annexure-V as selected by GeM.
- 4. The work may have to be attended at different intervals of times during the contract period as well as during day time which may varies from 8.00 am to 5.00 pm but not exceeding to the permissible hours for each man days.
- 5. The contractor/agency shall provide good and reliable persons with robust health and clean record as per labour acts prevalent in the concerned state government and comply with all the laws/acts of central/state govt. relating with this contract made applicable from time to time. In case any of the personnel so provided is not found suitable, the Institute shall have the right to ask for their replacement without giving any reasons thereof and the agency shall on replace such persons immediately. The contractor/Agency shall provide the list of workers working in the beginning of contract. Changing of Staff/Supervisor should be intimated to the farm Incharge/Manager of Water Technology Centre. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract immediately
- 6. All the personnel deployed will perform their duty in proper uniform and shoes/gum boots. The agency shall, at its own cost, provide suitable uniform/protected clothing (both summer and winter) to the personnel with identity cards. The contractor shall alone be fully responsible for safety/security and insurance or life insurance of their personnel and Institute shall not be liable for any compensation in case of any fatal injury/death caused or by any manpower while performing /discharging their duties.
- 7. The staff provided should also maintain secrecy and discipline in the premises of Institute.
- 8. The contractor/agency will furnish to the INSTITUTE the full particulars of the personnel deployed, including details like name, father's name, age, photograph, permanent address, telephone number etc. and will also ensure the verification of the antecedents of such personnel.
- **9.** The persons so provided by the agency under this contract will not be the employee of the IARI and there will be no employer-employee relationship between the IARI and the person so engaged by the contractor in the aforesaid services.
- 10. The Contractor will make the payment of Wages from his own by 7th day of each month positively to the deployed personnel through their bank account only and submit the e-payment receipt, other documents alongwith the monthly bill to this office for payment. The office will release the payment while presenting the bill in office in proper format & correct in all respect on reimbursement basis. EPF/ESI contribution of the employee will be deducted from the wages as per statutory norms. Contractor will ensure minimum wages/EPF/ESI to be paid to the contractual manpower as prescribed by Govt. of NCT of Delhi/State/Centre Govt. from time to time and provide proof with monthly bill(s). He will

maintain the record of wages paid, attendance, EPF, ESI and GST deposit and submit such records to the authorized Officer of the Institute regularly every month along with the bill. The GST or any other tax which is as per rule of the Central/State Govt. shall be the liability of the Contractor/Service Provider to deposit in the concerned departments. The IARI will deduct applicable TDS/Surcharge under Section 94-(C) of the Income Tax Act, 1961 from the Contractor's bill as per prevailing rules. The competent authority may verify the required equipments and manpower at any time failing which bill may be deducted accordingly on the basis of loss of work or tender can be cancelled. It will be the sole responsibility of the Contractor to ensure compliance with the labour laws and regulation in force. Institute will not have any liability on its part over such issues. In case service provider fails to make any statutory or contractual payment, then the IARI shall have the right to realize this amount from the Security deposit of the Contractor.

- **11.** The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave etc. under intimation to this office.
- **12.** The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- **13.** The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR/IARI for the purpose. All complaints should be immediately attended to by the Agency. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and INSTITUTE shall in no way be responsible for settlement of such issues whatsoever.
- 14. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the Director, IARI shall be final and binding on the contractor. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the INSTITUTE to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- **15.** The contractor shall be responsible for any loss, theft or damage to the life and/or property of the employees of the IARI and/or property of the IARI shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency. The contractor shall be liable to pay the losses and damages as decided by the competent authority, IARI. The amount of losses/damages will be recovered from either bills/security deposit of the contract.
- **16.** The terms and conditions as stipulated in the bid documents and enclosed herewith, shall be part of the agreement which shall be executed between the IARI and successful bidder/ contracting agency.
- 17. Successful bidder/Firm will have to enter into a detailed contract agreement with IARI on non- judicial stamp paper of Rs. 100/- (One hundred only) for awarded job work in a format attached (Annexure-VI) herewith this bid document.
- 18. The firm will have to provide all necessary equipment for carrying out crop activities as per scope of work.
- **19.** The terms and conditions reflected in the format of draft affidavit (Annexure-VI) attached are only tentative in nature and necessary changes, as deemed fit, shall be incorporated as per advice of Legal Cell, ICAR-IARI, at the time of awarding the Job/Work contract.

ANNEXURE VI

(DRAFT SPECIMEN AGREEMENT)

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

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).

8. Monthly consolidated charges for job/work contract for providing services at --

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

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

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

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

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

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

15. That the Firm agrees to discharges all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act. 1970, workmen's Compensation Act, 1943, E.P.F., E.S.1. & 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.

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

18. The contract is subject to the conditions that the firm shall comply with all the laws/wages and by laws of Central Govt. / 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 contact 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 only)** 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.

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

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

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

Sign. Of Contractor/Authorized Representative of Agency Dated signatures with Seal (Full Name, Mobile No. & Address of the firm) Sign. Of Head/Incharge of Indenting Unit (For & on behalf of Secretary, ICAR/Director, IARI) Dated signatures with Seal (Full Name & Address)

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

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Payment

Payment to the deployed labourer by firm:

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

Payment of the firm:-

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