#### ICAR-Indian Agricultural Research Institute,

Regional Station, Indore -452 001

Email id :- head indore@iari.res.in

#### File no. 1-1/2022-23/IARI-R.S.Indore

On behalf of Director, IARI, New Delhi-12, the Head, ICAR-IARI Regional Station invites online custom bid through GeM Portal for the services of JOB WORK CONTRACT FOR VARIOUS AGRICULTURAL, LAB,FIELD AND OTHER OPERATIONS at ICAR- Indian Agriculture Research Institute Regional Station, Indore-452001 for a period of one year and further extendable for one year more, if necessary as per requirement in the interest of ICAR-IARI, subject to satisfactory performance of the Firm/Agency and its willingness to continue on existing terms and conditions, as per requirements.

#### 1. Details of Tender Deposits:-

Earnest money deposit	: Rs. 1,00,000/ - (One lakh only)
Security deposit	: 2-5% of the estimated value of contract
Estimated Cost of Tender	: Rs. 4000000/- Per Annum

#### 1. Tender schedule:

Tender No.	1-1/2022-23/IARI-R.S.Indore
Date of release of Tender through Gem	9/05/2022
Bid submission start date/time	10/05/2022 from 10 AM onwards (online)
Last date for submission of bid	03/06/2022
Date & time for opening of technical bid	04/06/2022 at 11 AM
Address for communication	Head, IARI, Regional Station, Indore, (M.P)

on-line bids complete in all respects should be submitted through Gem portal only on or before the last date **i.e. 03/06/2022** 

In case, 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. Director, IARI reserves the right to accept or reject any or all the tenders without assigning any reason.

Please note that only online bids will be accepted.

## **Definitions**

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

"IARI (Centre)" means Indian Agricultural Research Institure, ICAR-IARI, Regional Station, Indore 452001.

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

"Firm/Agency/Service Provider" means the individual, a firm/agency, who intends to provide an power on contract basis to IARI,RS., 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 andproper 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 ARI, 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 during & after the bidding stage.

# **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 CPCT, 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 conncetion 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:**

- 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. 90000/-(Ninety Thousand Only) in the office of CPCT 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.

## **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.40.00 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. 100000/- "Bid Security undertaking" as per Annexure-I on their Company's Letterhead. If applicable, EMD in favour of HEAD, IARI Regional Station Indore, must be deposited to Asst. Admin. Officer, IARI RS INDORE-452001 during working hours i.e. 9.30 A. M. to 5.00 P. M. on all working days (except second Saturday, Sunday and Gazetted holiday) before the last date for submission bids failing which bids will not be accepted. No interest will be paid on EMD.
- **4. Performance Security Deposit:** Rs. 100,000.00 (Rupees One lakh Only)

Performance security should be for an amount of equivalent to 2-5% 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 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 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 ofcontract 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.

#### **9.** Award of Contract:

- The bidder quoting lowest rates will be selected as L1 subject to the payment of wages as per Minimum Rates prescribed by the Govt., or otherwise specified for certain categories. The Successful L1 Bidder will be given the work order within 15 days from the finalization of the Tender. The bidder will then enter into an agreement with the Institute.
- ii. If firm/agency does not accept the offer, after issuance of contract award letter within 10 days. The offer shall be withdrawn and firm will be debarred (suspended) for participating in the bidding/tendering process carried out by institute for a period of two years.

### **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 him-self 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				
	e undersigned, declare that:			
		as bidder) understand that, according to		
		claration. We accept that we are required		
Securi	ty amount specified in the To	erms and Conditions of Bid, in the for	llowing cases,	
namel	у.			
a)	When we withdraw or modify	our bid after opening of bids;		
b)	When we do not execute the order within the specified per	e agreement, if any, after placement of iod;	supply/work	
c)	When we fail to commence th per supply/work order within	ne supply of the goods or service or exec the time specified;	ute work as	
d)	When we do not deposit the p supply/work order is place; ar	performance security within specified pe nd	riod after the	
e)	If we breach any provision of the Tender.	code of integrity prescribed for bidding	specified in	
امام ماما	the to chose the location to	hall dahay us fyang partitionating in any		

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.

SignedName	
Capacity of	.In the
Official-Seal	

## Duly authorized to sign the bid for and on behalf of

### **SCOPE OF WORK**

### Schedule of work field operations, ICAR-IARI, Regional Station, Indore

S.N	Description of the work (Technical Specifications
1.	Deep ploughing
2.	Cultivator /Disc harrow operation
3.	Rotavator operation
4.	Fertilizer application
5.	Planking (Patela)
<i>5</i> .	FYM application (including loading and unloading)
7.	Preparation of seed packets
8.	Field Layout
9.	Sowing and covering of seeds in 2.5 m row
10.	Dibbling/Hand sowing
10.	Plot sowing with tractor mounted machine
11.	Field sowing by seed drill
12.	Emptying and filling of pots for sowing and shifting plants in pots
13.	Watering pots
15.	Channels formation
16.	Irrigation
17.	Gap filling
18	Fertilizer top dressing
19.	Hand weeding/ weeding with Kasola/Khurpi
20.	Dora operation by Institute's bullocks
21.	Spray of pesticides/herbicides/rust inoculum with tractor sprayer in field/ bunds
22.	Spray of pesticides/herbicides/rust inoculum with knap sack/ foot pump sprayer in field/bunds
23.	Path and bund cleaning
24.	Making/bund/channel after sowing
25.	Preparation of sticks/pegs (90 cm) from raw bamboo
26.	Fixing of bamboo/plastic sticks and tying labels
27.	Bird scaring (two shift)
28.	Rouging
29.	Inoculation of wheat plants by syringes
30.	Emasculation and pollination
31.	Bulk/single plants in DUS trials (10 traits)
32.	Weed count and uprooting
33.	Field emergences, and plant stand count of 1 meter row length
34.	Rodent control
35.	Recording data (no. of tillers, plant height, spike length, peduncle length, spikelet no./spike,
	grains/spike.)
36.	Collection of soil and plant samples
37.	Harvesting and threshing one meter row length
38.	Manual harvesting, tying, and pooling of wheat crop bundles
39.	Bulk harvesting
40.	Threshing of plots by Pullman Thresher
41.	Bulk threshing
42.	Cleaning of harvested seed in field/lab
43.	Single plant collection and threshing separately
44.	Single spike collection and threshing separately
45.	Biomass assessment in wheat plots (6*1.5 m)

46.	Recording grain yield of wheat plots
47.	Removal of crop residues from field
48.	Loading and unloading of produce during transportation/storing
49.	Seed binning, fumigation and packing of bins
50.	Shifting of seeds from one to another godown / processing plant etc.,
51.	Nucleus/Breeder/TL seed grading and packing
52.	Counting of 1000 grains
53.	Air drying, grinding and sieving of soil samples n the laboratory
54.	Sample preparation of plant/leaf/seed for quality analysis
55.	Help in quality analysis in wheat (Lab)
56.	Preparation of samples for germination test
57.	Dry weight observation in seedlings from each sample
58.	Year round maintenance and upkeep of glass house, poly houses and surrounding areas
59.	Seed store, grader hall, mobile grader and farm equipment maintenance and cleaning
60.	Maintenance and upkeeping of laboratories and central facilities
61.	Skilled support for office and research work
62.	Unskilled support for lawn and campus; and residential complex
63.	Unskilled support for house keeping of office and guest house
64.	Bullocks care (3 bullocks)
65.	Helping of scientists in data recording, tagging of selected material, disease scoring, crossing,
	harvesting, threshing and cleaning, packing etc.,
66.	Dalia and suji preparation
67.	Vermicompost (3 pits of size 1.5 m x 5.0 m) filling and collection for field use (thrice in a
	year)
68.	Pits digging of size 0.45 cubic meter each of papaya
69.	Pits filling of size 0.45 cubic meter each of papaya
70.	Papaya nursery raising
71.	Papaya transplanting
72.	Care with irrigation, fertilizer application, chemical spray and seed collection of papaya

# FINANCIAL BID/BOO FOR PRICE BREAK UP OF TOTAL PRICE

#### Name of Work: "JOB WORK CONTRACT FOR DIFFERENT AGRICULTURAL, LAB, FIELD AND OTHER OPERATIONS

Contract No: 1-1/2022-23/IARI-R.S.Indore

Bidder Name :							
		PRIC	E SCHEDU	LE			
Sl. No.	Item Description	Quantity	Units	Rate (per Unit)	Service Tax/any other tax if applicable	GST	Total
	Deep ploughing(by institute's tractor & machinery)	1.0	Per acre				
2.	Cultivator /Disc harrow operation (by institute's tractor & machinery)	1.0	Per acre				
	Rotavator operation (by institute's tractor & machinery)	1.0	Per acre				
4.	Fertilizer application	1.0	Per acre				
5.	Planking (Patela)	1.0	Per acre				
	FYM application (including loading and unloading)	1.0	Per acre				
7.	Preparation of seed packets						
8.	Field Layout	1.0	Per acre				
9.	Sowing and covering of seeds in 2.5 m row length	1.0	Per 100 samples				
10.	Dibbling/Hand sowing	1.0	Per acre				
11.	Plot sowing with tractor mounted machine	1.0	Per acre				

12.	Field sowing by seed drill	1.0	Per acre		
13.	Emptying and filling of pots for sowing and shifting plants in pots	1.0	Per pot		
14.	Watering pots	1.0	Per pot		
15.	Channels formation	1.0	Per acre		
16.	Irrigation	1.0	Per acre		
17.	Gap filling	1.0	Per acre		
18	Fertilizer top dressing	1.0	Per acre		
19.	Hand weeding/ weeding with Kasola/Khurpi	1.0	Per acre		
20.	Dora operation by Institute's bullocks	1.0	Per acre		
21	Hoeing	1.0	Per acre		
22.	Spray of pesticides/herbicides/rust inoculum with tractor sprayer in field/ bunds	1.0	Per acre		
23.	Spray of pesticides/herbicides/rust inoculum with knap sack/ foot pump sprayer in field/bunds	1.0	Per acre		
24.	Path and bund cleaning	1.0	Per acre		
25.	Making/bund/channel after sowing	1.0	Per acre		
26.	Preparation of sticks/pegs (90 cm) from raw bamboo	1.0	Per 100 sticks		
27.	Fixing of bamboo/plastic sticks and tying labels	1.0	Per 100 sticks		

28.	Bird scaring (two shift)	1.0	Per acre		
29.	Rouging	1.0	Per acre		
30.	Inoculation of wheat plants by syringes	1.0	Per 100 plants		
31.	Emasculation and pollination	1.0	Per 100 spikes		
32.	Bulk/single plants observations in DUS trials (10 traits)	1.0	Per plant		
33.	Weed count and uprooting	1.0	Per sq. m		
34.	Field emergences and plant stand count of 1 meter row length	1.0	Per row		
35.	Rodent control	1.0	Per acre		
36.	Recording data (no. of tillers, plant height, spike length, peduncle length, spikelet no./spike, grains/spike.)	1.0	Per 100 plants		
37.	Collection of soil and plant samples	1.0	Per 100 samples		
38.	Harvesting and threshing one meter row length	1.0	Per 100 row		
39.	Manual harvesting, tying, and pooling of wheat crop bundles	1.0	Per acre		
40.	Bulk harvesting	1.0	Per acre		
41.	Threshing of plots by Pullman Thresher	1.0	Per acre		
42.	Bulk threshing	1.0	Per acre		
43.	Cleaning of harvested seed in field/lab	1.0	Per 1 kg		

44.	Single plant collection and threshing separately	1.0	Per 100 plants		
45.	Single spike collection and threshing separately	1.0	Per 100 spikes		
46.	Biomass assessment in wheat plots (6*1.5 m)	1.0	Per plot		
47.	Recording grain and biomass yield of wheat plots	1.0	Per plot		
48.	Removal of crop residues from field	1.0	Per acre		
49.	Loading and unloading of produce during transportation/storing	1.0	Per quintal		
50.	Seed binning, fumigation and packing of bins	1.0	Per quintal		
51.	Shifting of seeds from one to another godown / processing plant etc.,	1.0	Per quintal		
52.	Nucleus/Breeder/TL seed grading and packing	1.0	Per quintal		
53.	Counting of 1000 grains	1.0	Per 100 samples		
54.	Air drying, grinding and sieving of soil samples in the laboratory	1.0	Per 100 samples		
55.	Sample preparation of plant/leaf/seed for quality analysis	1.0	Per 100 samples		
56.	Help in quality analysis in wheat Lab	1.0	Per 100 samples		
57.	Preparation of samples for germination test	1.0	Per 100 samples		
58.	Dry weight observation in seedlings from each sample	1.0	Per 100 samples		
59.	Year round maintenance and upkeep of glass house, poly houses and surrounding areas	2.0 + 2.0	Per month/ person		
60.	Seed store, grader hall, mobile grader and farm equipment maintenance and cleaning	2.0	Per month/ person		
61.	Maintenance and upkeeping of laboratories and central facilities	1.0	Per month/ person		
62.	Unskilled support for maintenance of lawn and campus; and residential complex	2.0	Per month/ person		
63.	Unskilled support for house keeping of office and guest house	1.0	Per month/ person		
64.	Bullocks complete care (3 bullocks)	1.0	Per month/person		
65.	Help in data recording, tagging of selected material, disease scoring, crossing, harvesting, threshing and cleaning, packing etc.,	3.0	Per month/ person		

66.	Dalia and suji preparation	1.0	Per 100 kg		
67.	Vermicompost (3 pits of size 1.5 m x 5.0 m) filling, watering and collection for field use (thrice in a year)	1.0	Per pit		
68.	Pits digging of size 0.45 cubic meter each of papaya	1.0	Per pit		
69.	Pits filling of size 0.45 cubic meter each of papaya	1.0	Per pit		
70.	Papaya nursery raising	1.0	Per 100 saplings		
71. 72.	Papaya transplanting	1.0	Per 100 saplings		
72.	Care with weeding, irrigation, fertilizer application, chemical spray and seed collection of papaya	1.0	Per plant		
Total	in Figures				
Quoted Rate in Words					

#### **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 theperiod 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.
- The firms must have to produce the proof of all documents as mentioned on *Annexure-II* required for technical evaluation failing to which the firm is liable to disqualify technically.
- 7. The firms must have to furnish an undertaking in a prescribed format (*Annexure-IV*).

### **ANNEXURE II**

### [TECHNICAL BID]

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

Sr.	Particulars	Upload scan copy
No.		& Indicate Page
		No. [File Type]
1	Details of EMD [Bid Security] amounting to Rs.	[PDF]
2	Name of the Firm/Agency, Name of Director of Firm/Agency, Full	
	address of operating/Branch Office with Telephone No., Mobile No. &	[PDF]
	E-mail ID,	
3	Attested copy of Income Tax (PAN), Service/GST Registration	[PDF]
	Certificates with Bank Accounts details.	[FDF]
4	Attested copy of Registration Certificate of the firm under	[PDF]
	Company/Shops & Establishment Act of respective state for this purpose	
5	Employee EPF registration certificate issued by Govt. etc. (attach attested	
	copy)	[PDF]
6	Employee ESI registration certificate issued by Govt. etc. (attach attested	[PDF]
	copy)	
7	Scanned copy of valid Licence under the Contract Labour (Regulation	[PDF]
	and Abolition) Act, 1970 issued by appropriate authority.	
8	Nos. of staff/supervisors registered under ESI & EPF separately.	
	Minimum 20 nos. (Staff/Supervisors) required with their ESI & EPF	[PDF]
	contributions. Documentary proof of latest (Sep-2021 to Nov-2021)	[]
	ECR must be attached.	
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 (2018-	[PDF]
	19, 2019-20 and 2020-21) financial years duly certified by CA (Copy of	[]
	Balance sheet and Profit & loss Account only).	
(ii)	Attested copies of proofs of minimum last three year's i.e. 2018-19 to	
	2020-21 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	[PDF]
	enclosed tabular form (given format at annexure-III) 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.	
	2018-19 to 2020-21	
(iii)	ISO Certification, if any copies to be provided	[PDF]

Scanned copy of valid latest Bank solvency certificate addressed to	
Director, IARI (by Bank itself) for Rs. 5.00 Lakhs (Rupees Five Lakh	[PDF]
Only) The Bank solvency certificate should not be more than six	[ ]
months old. (attach attested copy)	
Scanned copy of Audited Balance Sheet of the firm for last 3 (three)	[PDF]
financial years i.e. 2018-19 TO 2020-21 by the Chartered Accountant.	
The bidder must have successfully executed/completed similar services,	
over the last three years ending March-2021:	
1) Three similar completed services costing not less than the	
amount equal to 40% (Forty per cent) of the estimated cost; or	[PDF]
2) Two similar completed services costing not less than the amount	
equal to 50% (Fifty per cent) of the estimated cost; or	
3) One similar completed service costing not less than the amount	
equal to 80% (Eighty per cent) of the estimated cost.	
(attach attested copy)	
An Undertaking as per attached Format (Annexure-IV) duly attested by	
Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees One	
Hundred Only) regarding their non-blacklisting by any of the Govt.	[PDF]
Departments, Public Sector Undertakings and/or by Central Vigilance	
Commission during the last three years.	
Whether the firm has any legal suit/criminal case pending against	
violation of EPF/ESI, minimum wages act or other laws (give details).	[PDF]
The firm/agency must enclose certificate (in technical bid) indicating that	
there is no criminal/legal suit pending or contemplated against them.	
Any other required document as per tender document	[PDF]
	<ul> <li>Only) The Bank solvency certificate should not be more than six months old. (attach attested copy)</li> <li>Scanned copy of Audited Balance Sheet of the firm for last 3 (three) financial years i.e. 2018-19 TO 2020-21 by the Chartered Accountant.</li> <li>The bidder must have successfully executed/completed similar services, over the last three years ending March-2021: <ol> <li>Three similar completed services costing not less than the amount equal to 40% (Forty per cent) of the estimated cost; or 2) Two similar completed services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost; or 3) One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost. (attach attested copy)</li> </ol> </li> <li>An Undertaking as per attached Format (Annexure-IV) duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years.</li> <li>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.</li> </ul>

#### Note:-

- a) I, the undersigned certify that I have gone through the terms and condition mentioned inthe 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.
- 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: -

(Office seal of the Bidder)

Signature of the Bidder: -Full Name: -Designation: -

## **ANNEXURE III**

#### **DETAILS OF THE MINIMUM 3 YEARS EXPERIENCE/WORK DONE**

Sl.	Name of the Deptt./	Per	iod	No. of staff	Remarks
No.	Organization & Name of contact			deployed	
	person with Ph. No.				
		From	То		

(Authorized Signatory)

### Annexure-IV

#### 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 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:

### <u>Payment</u> <u>Payment to the deployed labourer by firm:</u>

- 1. The firm has to pay the minimum wages as prescribed by Central/State Govt. whicheveris 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 7<sup>th</sup> 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 CPCT, 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 asper rule.

# Payment of the firm:-

- 1. The Contractor will have to submit work completion report for its monthly work by 7<sup>th</sup> 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 prereceipted 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 asper rule.

#### SERVICE LEVEL AGREEMENT FOR JOB WORK CONTRACT

- 1. The firms are advised 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 IARI Indore.
- 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. 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.
- 4. 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 CPCT. The. Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract immediately
- 5. 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 andInstitute shall not be liable for any compensation in case of any fatal injury/death caused or by any manpower while performing /discharging their duties.
- 6. The staff provided should also maintain secrecy and discipline in the premises of Institute.
- 7. 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.
- 8. 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.
- 9. 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.

- 10. 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.
- 11. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 12. 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.
- 13. 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.

- 14. 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.
- 15. 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.
- 16. Successful bidder/Firm will have to enter into a detailed contract agreement with IARI on non- judicial stamp paper of Rs. 100/- (One hundred only) for awarded job work in a format attached (Annexure-V) herewith this bid document.
- 17. The firm will have to provide all necessary equipment for carrying out crop activities as per scope of work.
- 18. The terms and conditions reflected in the format of draft affidavit (Annexure-V) attached are only tentative in nature and necessary changes, as deemed fit, shall be incorporated as per advice of Legal Cell, ICAR-IARI, at the time of awarding the Job/Work contract.

#### ANNEXURE V

#### (DRAFT SPECIMEN AGREEMENT)

This	agreement	is	made	at	(place)				on	
(mont	h/year)					(day) between	the first	party	or its auth	orized
representatives, successor, assignees etc. (name & address of the firm)										
			anc	1			(In-Cl	narge,	Centre	for
Protected Cultivation Technology, ICARI-Indian Agricultural Research Institute,) on behalf										
of The Director, ICAR-Indian Agricultural Research Institute on the other party.										

#### 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-----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).
- The manpower deployed by the Agency should work as per the working days and timings of the------ (name of the Institute). No extra wages will be paid for attending office on weekends, holidays and late - sitting.

- 8. Monthly consolidated charges for job/work contract for providing services at ---- ------ (name of the Institute) will be given as per terms and conditions specified and scope of work as per Schedule-I in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Institute. The firm will raise a bill of this amount on <u>1 st week of working day of every</u> <u>month</u> 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 Finn 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.
- 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 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) per day will be deducted from the bill. Not with-standing anything above, the Director, IARI reserves the right to reject any or all tenders in whole or in part without assigning reasons therefore. The decision of Director, IARI shall be final and binding on the contractor/agency in respect of any clause covered under the Contract. IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

- 2. Any misconduct/ misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
- 1. That the Firm agrees with all the terms & conditions mention in the Tender document shall comply with all the laws/wages and by laws of Central Govt. /State Govt. / NCT of Delhi as applicable relating to this contract.
- 2. The decision of the competent authority in the institute shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

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

Sign. Of Contractor/Authorized	Sign. Of Head/Incharge of Indenting Unit (For & on behalf of Secretary, ICAR/Director,				
Representative of Agency					
IARI)					
Dated signatures with Seal	Dated signatures with Seal				
(Full Name, Mobile No. &	(Full Name & Address)				
Witness (Contractor/Agency):-	Witness (Indenting Unit):-				
(Full Name, Mobile No. & Address	(Full Name & Address)				
1	1				
2	2				