



Tender Notice

निदेशक, भा.कृ.अनु.प.—भारतीय कृषि अनुसंधान संस्थान, नई दिल्ली की तरफ से अध्यक्ष, भा.कृ.अनु.प.—भारतीय कृषि अनुसंधान संस्थान, क्षेत्रीय केन्द्र, पूसा—848125 (बिहार) द्वारा निमित्त सेवा प्रदाताओं से “**JOB WORK CONTRACT FOR OUTSOURCING OF AGRICULTURE RELATED AND ALLIED WORKS / SERVICES (Unskilled Nature) at IARI, Regional Station, Pusa (Bihar)**” हेतु प्रतिष्ठित आपूर्तिकर्ताओं से दो बोली प्रणाली (तकनीकी एवं वित्त बोली) के अंतर्गत सीलबंद ऑनलाईन ई—टेन्डर आमंत्रित किये जाते हैं ।

On behalf of Director IARI, New Delhi, the Head, IARI, Regional station, Pusa (Bihar) invites **online e-tender** under two bid system for “**JOB WORK CONTRACT FOR OUTSOURCING OF AGRICULTURE RELATED AND ALLIED WORKS/SERVICES (Unskilled Nature) at IARI, Regional Station, Pusa (Bihar)**”.

विस्तृत नियम व शर्तों को भा.कृ.अ.सं. की वेबसाईट www.iari.res.in पर देखें एवं ऑनलाईन के लिए www.eprocure.gov.in लॉग ऑन करें। Please visit www.iari.res.in for Details Rules and Regulation and Log on www.eprocure.gov.in for online e-tender.

Please note that only online bids will be accepted.

Head
IARI, RS, Pusa (Bihar)



**ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE
REGIONAL STATION PUSA (BIHAR)-848125**

Phone No./Fax No.- 06472-240232/240236

E-mail Id:- head_bihar@iari.res.in



F. No. 01-2018/Job work/RSP/1050

Date: 12/ 09 /2018

E-Procurement Tender Notice

On behalf of Director IARI, New Delhi, the Head, IARI, Regional station, Pusa (Bihar) invites online e-tender under two bid system for “**JOB WORK CONTRACT FOR OUTSOURCING OF AGRICULTURE RELATED AND ALLIED WORKS/SERVICES (Unskilled Nature) at IARI, Regional Station, Pusa (Bihar)**” for a period of one year, which can be extended for more period subject to satisfactory performance of the Vendor and its willingness to continue on existing terms and conditions, as per requirement.

1. Details of Tender Deposits:-

Earnest money deposit (EMD)	: Rs. 1, 00,000/- (One lakh Only)
Security deposit	: Rs. 5, 00,000/- (10% of the estimated value of contract)
Estimated Cost of Tender	: Rs. 50, 00,000/- Per Annum

2. Tender schedule:

Tender No.	01-2018/Job work/RSP/
Date of release of Tender through e-procurement	12/09/2018 at 3.30 PM
Bid submission start date/time	12/09/2018 at 04.00 PM
Last date & time for submission of bid	10/10/2018 upto 01.00 PM
Date & time for opening of technical bid	11/10/2018 at 02.00 PM
Address for communication	Head, IARI, Regional Station, Pusa-848125 (Bihar)

On-line bids are invited under two-bid system through e-procurement system from registered/well-established/reputed firms for providing the services of job works contract (Agriculture related and allied services at IARI, Regional Station, Pusa (Bihar)).

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

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.

EMD demand draft/pay order/FDR will be in favour of **Head, IARI, Regional Satation, Pusa** payable at **Pusa (Bihar)** and **physically must be submitted to the office of IARI, RS, Pusa (Bihar) on or before last date & time of submission of bid.**

Please note that only online bids will be accepted.

**Head
IARI, RS, Pusa (Bihar)**

Tender Notice
ICAR-Indian Agricultural Research Institute
Regional Station, Pusa(Bihar)

F.No.01-2018/Job work/RSP/

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE “JOB WORK CONTRACT FOR OUTSOURCING OF AGRICULTURE RELATED AND ALLIED WORKS/SERVICES (UNSKILLED NATURE) AT IARI, REGIONAL STATION, PUSA (BIHAR)”.

From:

Head
IARI, Regional Station, Pusa-848125
(Bihar).

To

Dear/Sir(s),

Online tenders are hereby invited on behalf of Director, IARI, New Delhi by the Head, IARI, Regional Station, Pusa (Bihar) for “**JOB WORK CONTRACT FOR OUTSOURCING OF AGRICULTURE RELATED AND ALLIED WORKS/SERVICES (Unskilled Nature)** at IARI, Regional Station, Pusa (Bihar)”.

1. The terms and conditions of the contract are those contained in the General conditions of contract applicable to the contracts placed by the IARI as detailed in the tender form and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

2. An earnest money of Rs. 1, 00,000/- (Rupees One lakh only) (approx 2% of total minimum financial implication i.e. 2% of Rs.50,00,000/-) must be deposited in the form of demand draft/pay order/FDR payable to **Head, IARI, Regional Station, Pusa (Bihar) physically to office of Head, IARI, Regional Station, Pusa (Bihar) on or before closing date and time of tender.** The particulars of the earnest money deposited must also be super scribed on the top of the envelope by indicating the draft/pay order number and date, failing which the online tender(s) will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders. **Scanned copy of EMD should be uploaded along-with online bid by the vendors. Cheque is not acceptable.**

3. The tenderer is being permitted to give Tender in consideration of the stipulations on his part that after submitting his Tender, he will not resile form his offer or modify the terms and conditions thereof. If the Tenderer fails to observe and comply with he foregoing stipulations the aforesaid amount of EMD will be forfeited by the IARI. In the event of offer made by the tenderer not being accepted, the mount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Institute/IARI.

4. The Schedules of the tender's form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be digitally signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender's form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along-with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.

5. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to 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.

6. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 (fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money will be forfeited.

7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related 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 Council/Institute (IARI) shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure(s), if any, should be signed by the tenderer.

8. Online tenders are invited under two-bid system through e-procurement system. **EMD must be deposited with Head, IARI, Regional Station, Pusa (Bihar) during working hours i.e. 9.30 A.M. to 4.30 P.M. on all working days (except 2nd Saturday, Sunday and Gazetted Holidays) before the last date/time for submission of bids** failing which bids will not accepted. EMD must be in the form of Demand draft/pay order payable to Head, IARI, Regional Station, Pusa (Bihar).

9. The rates quoted by each firm for job/service contract in tenders be given both in the words and figures failing which the same is liable to be rejected. Tenders will be opened online by the authorised officer. Bidders have two options to participate in tendering process at the time of opening of Bids. Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process or he can visualize the process online without physically being present at IARI, Regional Station, Pusa (Bihar).

10. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on your behalf should be indicated in your tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.

11. **An amount of equivalent to 5% to 10% of the estimated value of contract (as per GFR 171)** is to be deposited by the selected agency/successful tenderer as Performance Security Deposit only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited.

12. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.

13. The Contractor will be reimbursed for each manpower at the consolidated rates as detailed in Schedule-III the Service Provider shall abide by all the law of land including labour laws (EPF/ESIC, Income tax, GST or any other extra taxes levied by Govt.) Companies Act, welfare measure of its employees and all other

obligation that is being instructed in such cases and are not essentially enumerated and defined herein, though any such bounded duty shall be the exclusive responsibility of the service provider and it shall not involve IARI in anyway whatsoever. Compliance of these provision shall be ensured at the times to making monthly payments.

14. The Firm will not charge placement charges on any other account from the manpower deployed with the Institute. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at a later stage, reports are received that the Contractor/Contracting Firm has charged the manpower on any account.

15. In case of more than one successful lowest bidders (L-1), the work/ contract will be awarded to the firm on merit which will be based on credentials of the firm as given, to the satisfaction of Competent Authority of IARI.

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

17. In accordance with O.M. No 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.

18. Director, IARI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.

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

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

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

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

23. Successful Bidder/tenderer will have to enter into a detailed contract agreement with IARI on non-judicial stamp paper of Rs. 100/- (Rupees One Hundred Only) for work.

24. Successful bidder shall not transfer its right or sublet the contract to any one else.

25. The following documents/vouchers are required to be uploaded with the technical bid in order:-

Sr. No.	Documents required with technical bid	Page No.
(a)	Scanned copy of Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rs. One lakh only)	
(b)	Scanned copy of Registration certificate of the firm under Shops & Establishment Act, 1954 for this purpose.	

(c)	Scanned copy of Licence under the Contract Labour (Registration and Abolition) Act, 1970.	
(d)	Scanned copies of EPF and ESI Certificate issued by the appropriate authority.	
(e)	Scanned copy of numbers of Staff registered under ESI & EPF separately. Documentary proof of vouchers as well as latest ECR may be attached for staff minimum 30 numbers of is required.	
(f)	Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if claiming exemption for EMD submission.	
(g)	Scanned copies satisfactory certificate of the services where the tenderer is providing the similar kind of services for the last three financial years.	
(h)	Scan copy of proof of minimum turnover of the firm is not less than Rs. 15, 00,000 (Rupees fifteen lakh only) per year during the last three financial years, ending 31 st march, 2018.	
(i)	Scanned copy of Audited balance sheet of the firm for last three financial years ending 31 st March 2018 by the Chartered Accountant	
(j)	Scanned copies of GST registration certificate.	
(k)	Scanned copies of PAN number and TIN/TAN Number.	
(l)	An undertaking as per attached format duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Departments, public sector undertakings and /or by Central Vigilance commission during the last three years.	
(m)	Attested copy of Bank solvency certificate for 15 lakh . The bank solvency certificate should not be more than six month old.	
(n)	The firm must have enclosed a certificate indicating that there is no criminal legal suit pending or contemplated against it.	
(o)	Bank account details should be attached and IARI shall be entitled to correspond with the banker of the bidder.	

- A consistent history of litigation or arbitration awards against the applicant may result in disqualification:
- Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of no less than the amount specified in the Bids.
- Only those firms will be considered for financial bid that will be qualify in the technical bid.
- Apart form above the bidder should have successfully executed/completed similar services over the last three years in the following manner:-
 - (i) Three similar completed services costing not less than the amount equal to **40%** (Forty percent) of the estimated cost; or
 - (ii) Two similar completed services costing not less than the amount equal to **50%** (Fifty percent) of the estimated cost; or
 - (iii) One similar completed service costing not less than the amount equal to **80%** (Eighty percent) of the estimated cost.

26. The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers (a) shall take out and maintain and shall cause any subcontractors to take out and maintain, at their (or the subcontractors', as the case may) own cost but on terms and conditions approved by the procuring Entity, insurance against the risks and for the coverage, as shall be specified in the SCC; and (b) at the procuring Entity's request, shall provide evidence to the procuring entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. Are being used by their workers while carrying out works. The procuring entity shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties/for inspection or otherwise.

23. If the service provider has not corrected a defect within the time specified in the procuring entity's notice, a penalty for lack of performance will be paid by the service provider. The amount to be paid will be calculated as a percentage of the cost of having defect corrected, assessed as described in SCC.

27. The bidder should fill in rates and prices for all items of the services described in the activity schedule. Items for which no rate or price is entered by the bidder will not be paid for by the procuring entity when executed and shall be deemed covered by the other rates and prices in the activity schedule. The priced activity schedule contains sections on remuneration for staff deployed, reimbursable expenses and miscellaneous expenses. All duties, taxes and other levies payable by the service provider under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.

28. Only those bidders who submit all requisite documents as per this tender will be declared as qualified for considering financial bids. In case, two bidders have quoted similar rates, the firm obtained higher points will be given first priority.

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

Minimum annual turnover should be 30% of estimated cost.	
Exceeding 15.00 lakh and upto 40.00 lakh	10 Marks
Exceeding 40.00 lakh and upto 60.00 lakh	20 Marks
Exceeding 60.00 lakh	30 Marks

(ii) Experience of serving in Govt. (Centre/State) Department/Autonomous bodies PSUs/PSEs/Bank & Insurance companies or equivalent organizations of high repute:-

Minimum experience upto 3 years and Upto 6 years	10 Marks
Exceeding 6 years and upto 10 years	20 Marks
Exceeding 10 years	30 Marks

(iii) Total number of people on their rolls

Exceeding 30 and upto 60	10 Marks
Exceeding 60 and upto 90	20 Marks
Exceeding 90	30 Marks

(iv) Quality related marks

ISO (upto 02 years)	05 Marks
ISO (Exceeding 02 years)	10 Marks

29. Only those firms will be considered for financial bid who will qualify in the technical bid.

30. Each bidder shall submit only one bid for one request for proposal (RFP).

Other conditions:-

- 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 08.00 AM to 05.00PM but not exceeding to the permissible
- Implements like Kassola, Khurpi, Darati etc. Required for agronomical operations will be provided by the bidder itself.
- Contractor to ensure minimum wages to be paid to the contractual manpower as per minimum wages prescribed by Government.

Yours faithfully

Head
IARI, Regional Station, Pusa (Bihar)

TENDERS FOR THE “JOB WORK CONTRACT FOR OUTSOURCING AGRICULTURE RELATED AND ALLIED WORKS/ SERVICES (UNSKILLED NATURE) at IARI, Regional Station, Pusa (Bihar)”

Full Name & Address of the Tenderer

Telephone No.:-

Mobile No.:-

E-Mail Address:-

To

Head
IARI, Regional Station, Pusa (Bihar)
IARI, New Delhi

I/We have read all the particulars regarding the General information and other terms and conditions of the contract for “**JOB WORK CONTRACT FOR OUTSOURCING AGRICULTURE RELATED AND ALLIED WORKS/ SERVICES (UNSKILLED NATURE) at IARI, Regional Station, Pusa (Bihar)**” and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/We agree to hold this offer open till 180 days. The rates quoted will be valid for a period of one year in the event of award of the Contract.

1. I/We shall be bound by a communication acceptance dispatched within the prescribed time.
2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. The following pages have been added to and from a part of this Tender _____. The Schedules-I & II to accompany this Tender are at pages _____.
4. Every page so attached with this Tender bears my signature and the office seal.
5. Pay Order/DD/FDR No. _____ dated _____ of **Rs.1,00,000/- (Rupees One lakh only)** drawn in favour of **Head, IARI, Regional Station, Pusa** and payable at **Pusa(Bihar)** is enclosed as an Earnest Money.

Yours faithfully,

Date:-

Signature & Seal of the Tenderer

Telephone No. Office:

Resi.:

Mobile No.:

Signature of witness

Name of Witness _____

His /Her Occupation _____

Address: _____

SCHEDULE-I

1.	Name of the Firm/Agency	
2.	Full address with Post Box No And Telephone No. If any	
3.	Constitution of the Firm/Agency (Attached copy) Indian Companies Act, 1956 Indian Partnership Act, 1932 (Please give names of partners) Any other Act, if not, the owners	
4.	For Partnership firms whether Registered under the Indian Partnership Act, 1932 please state further whether by the Partnership agreement to arbitration has been conferred on the partner who has signed the Tender. If answer to the above is negative whether i) There is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration. ii) If the answer to above is in point one and two the affirmative, Please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would admitted by affidavit on a properly stamped paper by all Partner.	
5.	Name and Full Address of your Banker's	
6.	Your Permanent Income Tax No./Circle/Ward	
7.	Any other relevant information	
PART-II		
8.	Earnest Money Deposited Yes/No	
PART-III		
9.	Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders	
10.	Name of the Permanent Representative to be Visiting School of Social Sciences regarding the contract	

Date _____

Place _____

SIGNATURE of AUTHORISED SIGNATORY with SEAL

Please add supplementary pages to be numbered wherever needed by the Tenderer.

SCHEDULE-II

GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE “**JOB WORK CONTRACT FOR OUTSOURCING AGRICULTURE RELATED AND ALLIED WORKS/ SERVICES (UNSKILLED NATURE) at IARI, Regional Station, Pusa (Bihar)**”.

SCOPE OF WORK:-

Various agriculture fields required for agricultural operations like: Layout of field, sowing, weeding, rouging, irrigation, tagging of plants, harvesting, spraying of fertilizer/ chemicals/ pesticide/ herbicide etc., transplanting of nursery, harvesting & threshing, orchard maintains, cleaning of seeds, drying of seeds, bagging & packing of seeds, cleaning of bunds and channel's, Maintains of gardens & lawns, cooking/cleaning of guest house, sweeping and other allied services etc.

- **Before quoting the rates vendors are required to visit the Station to acquaint themselves with the volume & nature of works.**

TERMS & CONDITIONS:

1. The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
2. Changing of Staff/Supervisor should be intimated to the In-charge/Head of the station.
3. The Director, IARI shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
4. The staff provided should also maintain secrecy and discipline in the premises of Institute.
5. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorised officer of ICAR for the purpose. All complaints should be immediately attended to by the Agency.
6. The agreement is terminable with one month notice on either side
7. The contractor shall not sublet the work without prior written permission of the ICAR/IARI.
8. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
9. The selected agency shall provide the necessary personnel at this Station as per labour acts prevalent in Bihar. The agency shall employ good and reliable persons with robust health of **age group of 21 to 60 years**. In case any of the personnel so provided is not found suitable by the Institute, the Institute shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
10. **The persons so provided by the agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the contractor in the aforesaid services.**
11. Payment for service contract will be made monthly upon submission of pre-receipted bill.
12. After physical inspection of the site, a very detailed assessment/requirement of personnel for providing allied services at the field site of Social Sciences shall have to be furnished along-with the Tender. However, the Tenders should indicate only the lump-sum amount in respect of all the services covered under this contract and that rates should not be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.

13. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost, minimum wages and taxes etc. The IARI shall not bear any extra charge on any account whatsoever i.e. EPF/ESIC contribution, Uniform, Liveries,OTA etc.
14. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed /deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, IARI shall be final and binding on the contractor.
15. Income tax will deducted from the payment due for the work done as per rule.
16. They should not live their points unless and until the reliever come for shift duties supervisor will maintain all the registers, which are kept at concerned Section.
17. Changing of Supervisor/Staff should be intimated to the Farm In-charge of the Division concerned.
18. The Contractor must employ **adult labour only**. Employment of child labour may lead to the termination of the Contract.
19. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt. / State Govt. relating to this contract made applicable from time to time.
20. While the contract is normally for one year, there is a possibility of its extension for one or more than one year after approval of the competent authority, IARI, New Delhi-12subject to satisfactory performance of the Vendor, as per requirement.
21. Monthly wages should be as per the **Minimum Wages** prescribed by the Govt.
22. 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.
23. 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.
24. 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.
25. Any loss, theft or damage to the life and/or property of the employees of the IARI and/or property of the IARI shall be compensated by the contractor /agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency.

RISK CLAUSE:

ICAR/IARI reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show cause to be replied within a week and also has the right to award the contract to any other agency at the riskand cost of current agency and excess expenditure incurred on account of this can be recovered from S.D. or pending bills or by rising a separate claim.

LIQUIDATED DAMAGE CLAUSE:

1. In case of non-satisfactory work noticed by the authority of IARI, an amount equivalent to two days of contract amount subject to a **minimum of Rs.1000/-** will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any section/area of work, it will be brought to the notice of the supervisory staff of the firm by IARI and if no action is taken within **one hour** liquidated damages clause will be invoked.

2. Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such person therefore. The decision of Director, IARI shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

Not with-standing anything above, the Director, IARI reserve 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.

SIGNATURE OF THE TENDERER WITH STAMP

SCHEDULE-IV

Details of the last three year experience/work done as per tender:

Sl.No.	Name of the Dept./Organisation & Name of contact Person with Ph. No.	Period		No. of staff deployed	Remarks
		From	To		

(Authorised Signatory with seal of the firm)

FINANCIAL BID

To,

Head,
ICAR- Indian Agricultural Research Institute
Regional Station, Pusa-848125 (Bihar)

Sir,

I/We wish to submit our Tenders for “**job work contract for outsourcing agriculture related and allied works/ services (unskilled nature) at IARI, Regional Station, Pusa (Bihar)**” on the following rates:-

Sl. No.	Field operation and work description	Unit	Rate per unit	
			In figure	In word
1.	Rice			
1.1	Preparation of nursery bed and sowing of nursery	Per acre		
1.2	Uprooting of seedlings from nursery, Seedling treatment by dipping in solution for 4-6 hrs and Transplanting as per specified layout with rope	Per acre		
1.3	Puddling work: Including irrigation, cleaning of bunds, levelling after puddling and basal application of NPK (Machinery provide by Institute)	Per acre		
1.4	Spraying of insecticide/ herbicide	Per acre		
1.5	Threshing and cleaning/winnowing of produce including loading and unloading in office store and removal of straw debris	Per acre		
1.6	Removal of paddy straw left over after harvesting	Per acre		
2.	Wheat			
2.1	Field preparation, layout & sowing	Per acre		
2.2	Harvesting, Threshing by combine machine (Provide by Institute) including bagging, loading, unloading and stacking in office godown	Per acre		
2.3	Preparation of plot, sowing by hand, pull of hand roller after sowing & bund making in different size of plots (approx 7.2 m ² /14.4 m ² / 24 m ²)	Per plot		
2.4	Harvesting, Threshing and cleaning manually/by hand in different size of plots (approx 7.2 m ² /14.4 m ² / 24 m ²)	Per plot		
2.5	Pre- emergence herbicide application in different size of plots (approx 7.2 m ² /14.4 m ² / 24 m ²)	Per plot		
2.6	Harvesting, Threshing and cleaning including loading and unloading of single plants	Per plant		
2.7	Harvesting, Threshing and cleaning including loading and unloading of single line	Per line		
2.8	Harvesting, Threshing and cleaning including loading and unloading of ear	Per ear		
2.9	Observation on single plants	Per plants, per character		
2.10	Emasculation & pollination	Per cross		
2.11	Ear bagging	Per Sample		
2.12	Collection of Spike	Per Spike		
3.	Green gram/ Black gram / Soyabean			
3.1	Field preparation, layout and sowing	Per acre		
3.2	Harvesting, Threshing and cleaning including	Per acre		

	loading and unloading in office store and removal of straw debris			
3.3	Plucking of mature pods	Per acre		
3.4	Harvesting & threshing of single plant	Per plant		
3.5	Plucking of mature pods	Per plant		
3.6	Observation of single plant	Per plant per character		
3.7	Emasculation & pollination	Per cross		
3.8	Harvesting, Threshing and cleaning including loading and unloading of single plants	Per plant		
4.	Pigeonpea			
4.1	Field preparation, layout and sowing	Per acre		
4.2	Harvesting, Threshing and cleaning including loading and unloading in office store and removal of straw debris	Per acre		
4.3	Plucking of mature pods	Per plant		
4.4	Harvesting, Threshing and cleaning including loading and unloading of single plant	Per plant		
4.5	Observation on single plant	Per plant per character		
4.6	Preparation of plot, Layout & Sowing by hand (24 m ²)	Per plot		
4.7	Pre-emergence herbicide application (24 m ²)	Per plot		
4.8	Gap filing (24 m ²)	Per plot		
4.9	Thinning (24m ²)	Per plot		
4.10	Counting of plant (24m ²)	Per plot		
4.11	Harvesting & Threshing by hand (24 m ²)	Per plot		
4.12	Emasculation & pollination	Per cross		
5.	Maize			
5.1	Field preparation, layout & sowing	Per acre		
5.2	Harvesting and removal of dry straw from field	Per acre		
5.3	Shelling of cobs	Per tones		
5.4	Cob length	5 cobs per plot		
5.5	Counting of grain per cob	5 cobs per plot		
6.	Horticulture			
6.1	Field preparation, Layout of orchard	Per acre		
6.2	Preparation of nursery bed (10m X 1mX0.15m) and sowing of nursery	Per bed		
6.3	Pit digging (1mX1m)	Per pit		
6.4	Papaya fruit harvesting & seed extraction	Per 100 plant		
6.5	Uprooting and transplanting sapling in pit/glass	Per 100 sapling		
6.6	Grafting in mango	Per unit		
6.7	Air layering of litchi, guava etc.	Per unit		
6.8	Vermi-compost pit filling, watering	Per pit		
6.9	Seed cleaning, seed drying and storing	Per kg		
7.	Other/Common agricultural field work			
7.1	Weeding with <i>kasola</i>	Per acre		
7.2	Weeding with <i>khurpi</i>	Per acre		
7.3	Cleaning of channel/bunds	Per metre		
7.4	Making of bund/channel after sowing	Per meter		
7.5	Earthing up	Per acre		
7.6	Bird scaring (early morning to late evening)	Per acre per day		
7.7	Path and bund cleaning	Per meter		
7.8	Irrigation	Per acre		
7.9	Rouging (Removal of all unwanted plants)	Per acre		
7.10	Gap filling	Per acre		

7.11	Thinning	Per acre		
7.12	Harvesting by reaper	Per acre		
7.13	Harvesting by hand	Per acre		
7.14	Harvesting by combine harvester	Per acre		
7.15	Preparation of pegs & Pegging	Per 100 pegs		
7.16	Waxing of tag, tagging of selected plant	Per plant		
7.17	Rodent control	Per acre		
7.18	Seed treatment	Per quintal		
7.19	Preparation of seed samples for sowing including seed treatment	Per sample		
7.20	Seed germination	Per sample		
7.21	Sun drying of harvested material	Per sample		
7.22	Seed cleaning, Sun drying of seeds, Counting of 1000 seeds/100 seeds & Storage of seed	Per sample		
7.23	Spraying of pesticide/herbicide etc. with Tractor sprayer (Provided by institute)	Per acre		
7.24	Spraying of pesticide/herbicide etc. with Knap sack sprayer	Per acre		
7.25	Spraying of pesticide/herbicide etc. with foot pump sprayer	Per acre		
7.26	Fertilizer application/ top dressing	Per acre		
7.27	Ploughing by Kubota	Per 100m ²		
7.28	Cleaning of river bund	Per 100m ²		
7.29	Cleaning of irrigation/drainage channel	Per metre		
7.30	Deepening/Dredging channel	Per metre		
7.31	Spray of herbicide on bunds, channels and roadside	Per 100 metre		
7.32	Cleaning of roads around farm campus	Per 100 metre		
7.33	Maintenance of Line haat	Per metre ²		
7.34	Mulching	Per metre ²		
7.35	Pruning & Shifting of trees cutting material	Per Unit		
7.36	FYM application	Per acre		
7.37	Data recording (height, weight, leaf area etc.) at different plant growth stages (30,60,90 DAS & at maturity)	5 plants per plot		
7.38	Measurement of Spike/ear/panicle length	5 plant per plot		
7.39	Grain counting	5 spike/ear per plot		
7.40	Collection, processing and grinding of plant sample	Per sample		
7.41	Seed drying & winnowing	Per quintal		
7.42	Seed processing	Per quintal		
7.43	Seed weighing, bagging, packing & labelling in different size of bags	Per quintal		
7.44	Shifting of seeds from one to another godown /processing plant etc.	Per quintal		
7.45	Seed storing/Stacking	Per quintal		
8.	Cleaning and other allied services			
8.1	Cleaning services for new office building and old office building rooms (approx 25rooms & 08Toilet) and outer & inner corridors, Guest House cleaning services (06 rooms attached toilet & bathroom, dining hall and corridor area) (approx 3500 Sqm.) (approx 02 person).	Per month		
8.2	Cooking and other services in Guest House (01person)	Per month		
8.3	Gardening (nursery rising) & lawn maintenance near office building, guest house and rest of the premises.(approx 2000 sqm area).	Per month		

8.4	Helping of scientists in data recording, tagging of the selected material, disease scoring, crossing, harvesting, threshing and cleaning, packing etc. (approx 02 person)	Per month		
		Total		

The rates quoted should not be less than minimum wages as notified by government.

Before quoting the rates vendors are required to visit the station to acquaint them with the volume of work.

1. The contractor will have to provide documentary proof towards the deposit of amount in EPF/ESIC department as statutory liability to process his bill for reimbursement/payment.

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

Signature of tenderer with seal

Name & Address of the Firm

Telephone No.

Mobibe No.

E-Mail Address:-

DRAFT SPECIMEN AGREEMENT

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

Whereas the (Institute)..... has decided to assign the annual job work contract for providing (nature of job)at (Name of the Instts.) , (location)..... to the firm on the terms and conditions hereinafter contained.

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

- I This agreement shall come into force w.e.f.(date).....

and will remain in force for a period for one year but can be terminated by (name of the Instts.) by giving one calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, 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 all times and for all purpose be deemed to be employee of the firm and the (name of the Instt.) shall have no liability on this account in any manner..
5. That the Firm shall ensure that all persons deployed at (name of

the Instt.) 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 Instt.)..... shall have the right to ask for the removal from the (name of the Instt.)..... premises any personnel considered by the (name of the Instt.)to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the (name of the Instt.)
7. The manpower deployed by the Agency should work as per the working days and timings of the (name of the Instt.) No extra wages will be paid for attending office on weekends, holidays and late - sitting.
8. The item wise charges for job/ work contract for providing services at (name of the Instt.) is as per terms and conditions specified and scope of work as per Schedule-1 in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Council. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Council in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan alongwith list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.
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 Instt.) The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
11. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (optional).
12. That the firm shall issue identity card to each of the workers engaged for entry into(name of the Instt.)..... premises.
13. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the (name of the Instt.) may cancel the contract.
15. That the Firm agrees to discharges all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time.

viz. obligations under Contract labour (Regulation & Abolition) Act, 1970, workmen's Compensation Act, 1943, E.P.F., E.S.I. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified (name of the Instt.) on account of any failure to comply with the obligations under various laws or damage to (name of the Instt.) due to acts/omissions of Firm_

16. It is also agreed that under no circumstances, the volunteers and/ or the employees/ workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the(name of the Instt.)
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 Instt.)..... 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 or(name of the Instt.).....
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. /State Govt. / NCT of Delhi as applicable relating to this contract.
18. In case of any loss or damage to the property of the Council/IARI at which is attributable to the firm, the full damages will be recovered from the firm.
19. The Firm shall not transfer its right or sub- contract to any one else.
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-ordinator for immediate interaction with the organization.
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. An amount of Rs. 1000/- will be levied as liquidated damages per day whenever and wherever it is found that the 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(Name of the Institute)..... and if no action is taken within one hour liquidated damages clauses will be invoked.
2. Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
3. If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 1000/- per worker per day will be deducted from the bill.

The decision of.....(competent authority in the Inst.).....

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.

(Name & Address of the firm)

For the Director, IARI/ Head of Institute

Witness:-

1. _____
2. _____

Note:- The terms and conditions of agreement may be changed as per tender document's terms & conditions.

(TO BE PRINTED ON RS. 100 NON JUDICIAL STAMP PAPER BY THE HIRING ORGANIZATION)

AGREEMENT

Article of Agreement made this day, the between Sh/Smt/Kumar son/daughter ofresiding presently at . . . (the first party) and (designation of hiring authority representing the institute) the second party.

Whereas the second party has agreed to hire services of first party for in short on contract basis for the programme funded fully/substantially by and the first party has agreed to provide these services to the second party in that capacity for the period on the terms and conditions herein after contained.

NOW THESE PRESENT WITNESSES AND BOTH THE PARTIES HERETO RESPECTIVELY AGREE AS FOLLOWS:

1. PERIOD OF CONTRACT:

- (i) The period of contractual appointment shall be from in . . . / 201
- (ii) The period of contract can however be extended by mutual consent for a period of not more than one year at a time but will not in any case exceed five years in all or the date on which the plan scheme/project closes, whichever is earlier. In case of external funding for project stops before the normal date of closure for any reason whatsoever, agreement shall stand terminated automatically at the end of one month from the date of such intimation by second party to the first party.

2 SERVICES TO BE RENDERED AND CONSIDERATION THEREOF:

- (i) The first party will present himself/herself at the place and time designated by the second party and render services to the second party broadly designated as 7 and described in detail in a job chart attached as Annexure- HI (a)8 to this agreement.
- (ii) In consideration of the services desired in (i) above, the second party shall pay a consolidated package amount of Rs per month.

3 RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED.

- (i) Monthly package amount shall be paid only on submission of monthly bill of service rendered to the satisfaction of second party or his/her authorized officer. First party will submit bill on the fifth of the following month and second party will arrange to make payment upto 15th of the following month.

4. OTHER TERMS AND CONDITIONS:

As per Annexure-III

5. ANNUAL REVISION:

Second party based on quality and efficiency of services rendered in the preceding year, may on its discretion, revise the consolidated package by an amount not exceeding 10% of preceding year's package amount for the ensuing year.

6.ACTION AGAINST FIRST PARTY: (i) Any misconduct on the part of the first party, if proven, after an enquiry by second party shall entitle second party to terminate services of first party. (ii) Any unauthorised or will full absence from duty for a period of 7 days would entitle second party to terminate contract without any notice.

7.TERMINATION OF CONTRACT:

(i)The contract can be terminated with notice of one month on either side or by depositing/paying one month's package/contract amount in lieu of notice.

(ii)Second party or any authority approving contractual appointment with first party shall be competent authority for termination of contract etc.

(iii)The agreement/Contract period shall stand terminated automatically on expiry of stipulated period if not extended prior to stipulated date. First party will not be entitled for any claim for services rendered after expiry of stipulated date of contract.

8.STANDARD OF SERVICE:

The first party shall carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and will conduct itself in a manner consistent herewith otherwise will be liable to action under the agreement.

9.GENERAL:

This contract is issued on the understanding that all the information given by the first party in his/her application form and during the interviews is correct, true and complete, if it is found at any time that the information given when seeking appointment is not complete and true and /or any significant information has been knowingly suppressed, the second party will have the right either to withdraw the letter before first party joins or terminate appointment at any time the first party has taken up services with the second party without any notice or compensation.

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Signed by first party by authorised signatory

signed by the second party

Name:

Address & dated
WITNESS
Signature
Name & Address

Address & date
WITNESS
Signature
Name & Address

Note:- The terms and conditions of agreement may be changed as per tender document's terms & conditions.