Division of Vegetable Science शाकीय विज्ञान संभाग ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE भा कृ अनु प्-भारतीय कृषि अनुसन्धान संस्थान New Delhi-12 नई दिल्ली E-mail:- head veg@iari.res.in

File No.1-5/VS/2017-18/LW

Dated: 03.08.2018

E-TENDER NOTICE

- Online Quotations/tenders are invited from reputed contractors for JOB WORK/SERVICE CONTRACT FOR Various Lab and pollination activities at <u>Division of Vegetable Science</u>, <u>IARI, New Delhi (for work schedule as mentioned in tender document)</u> on behalf of Director ICAR-Indian Agricultural Research Institute, New Delhi.
- 2. The Tender form/bid document may be downloaded from the <u>https://eprocure.gov.in</u> and our website <u>www.iari.res.in</u>. Online submission of Bids through Central Public Procurement Portal (https://eprocure.gov.in) is mandatory. Manual/Offline bids shall not be accepted under any circumstances
- 3. **Earnest Money Deposit:** The interested Firms are required to deposit (in original) an **Earnest Money Deposit (EMD)** of Rs. 40,000/- (Rs. Forty Thousand Only) in the form of Demand Draft/Pay Order/FDR/BG from any scheduled Bank of the Commercial Bank in favour of **Director, IARI** payable at **New Delhi.** The original EMD may be submitted to Asstt. Admn. Officer. Division of Vegetable Science on or before last date and time of online bid submission as mentioned in the Critical Date Sheet.
- 4. EMD shall be valid for 180 days from the due date of receipt of online tenders. This EMD should be submitted in sealed envelope super scribed as "EMD FOR JOB WORK/SERVICE CONTRACT FOR VARIOUS LAB AND POLLINATION ACTIVITIES (Semiskilled & Unskilled Nature) at <u>DIVISION OF VEGETABLE SCIENCE</u> and Tender No. 1-5/VS/2017-18/LW.
- 5. The rates quoted shall be valid for a minimum period of 180 days from the last date fixed for online submission of bid.
- 6. Estimated cost is **Rs. 20.00 lakh** approximate per annum.

7. SCHEDULE:

CRITICAL DATE SHEET		
Sl. No.	Particular	Date & Time
1	Tender No.	F. No:1-5/VS/2017-18/LW
2	Name of Organization	ICAR-IARI
3	Tender download start date	04.08.2018 at 11:00 A.M.
4	Bid Submission Start Date	04.08.2018 at 11:30 A.M
5	Bid Submission End Date	31 .08.2018 at 1:00 PM
6	Bid Opening Date (Technical Bid)	01.09.2018 at 3:00 PM
7	Address for Communication	Head, Division of Vegetable Science, IARI,
		New Delhi-110012

8. The Director IARI, New Delhi reserves the right to accept or reject any or all the quotations either in full or in parts without assigning any reason.

Asstt. Admn. Officer Division of Vegetable Science

- 1. The Director, IARI may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderness.
- 2. Please note that only online bids will be accepted.

<u>Tender Notice</u> F.No. 1-5/VS/2017-18/LW ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE New Delhi-110 012 Tel. No. 25846628

INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR "JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS <u>LAB AND</u> <u>POLLINATION OPERTIONS/WORK (SEMISKILLED & UNSKILLED NATURE) AT DIVISION OF</u> <u>VEGETABLE SCIENCE, IARI, NEW DELHI-100 012</u>" FOR A PERIOD OF ONE YEAR (AT VEGETABLE SCIENCE, ICAR-IARI, PUSA, NEW DELHI-110012) and EXTENDABLE BY FURTHER ONE or MORE YEARS SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND ITS WILLINGNESS TO CONTINUE.

From: Asstt. Admn. Officer

Division of Vegetable Science, ICAR-Indian Agricultural Research Institute, New Delhi-110 012

То

Dear Sir(s),

Online Tenders are hereby invited by Director, Indian Agricultural Research Institute (IARI) on behalf of Secretary, Indian Council of Agricultural Research (ICAR), New Delhi for **"JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS** <u>LAB AND POLLINATION OPERTIONS/WORK</u> (SEMISKILLED & UNSKILLED NATURE) AT DIVISION OF VEGETABLE SCIENCE, IARI, NEW DELHI- 100 012" A PERIOD OF ONE YEAR and EXTENDABLE BY FURTHER ONE or MORE YEARS SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND ITS WILLINGNESS TO CONTINUE.

- 1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the IARI as detailed in the tender forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
- 2. An earnest money of Rs. 40,000/- (Rupees Forty thousand only) (approx. 2% of total minimum financial implication i.e. 2% of (Rs. 20.00 Lakh) must be deposited in the form of Demand Draft/Pay Order/FDR payable to Director, ICAR-Indian Agricultural Research Institute at New Delhi to Division of Vegetable Science, ICAR-IARI, New Delhi-12 on or before the last date/time of submission. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by including the Demand Draft/Pay Order/FDR number and date, failing which the bids will not be accepted. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected out rightly.
- 3. The Tenderer is being permitted to give Tenders in consideration of the stipulations on his part that after submitting his Tenders, he will not resile from his offer or modify the terms and conditions thereof. If the Tenderer fails to observe and comply with the foregoing stipulations the aforesaid amount of EMD will be forfeited by the IARI. In the event of the offer made by the tenderer not being accepted, the amount of

earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the IARI. (An undertaking as per **Annexure 'X'** is also required to be submitted by the tendering firm).

- 4. The schedules of the tender form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter alongwith the tenders.
- 5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm of constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration 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 a tenderer does not accept the offer, after issue of letter of award by IARI within 15 (fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money shall be forfeited.
- 7. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Indian Agricultural Research Institute (IARI) shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure(s), if any, should be signed by the tenderer.
- 8. Online tenders are invited under two-bid system through e-procurement system. EMD must be deposited with Asstt. Admn. Officer, Division of Vegetable Science during working hours i.e. 9.30 A.M. to 4.30 P.M. on all working days (except Second Saturday, Sunday and Gazetted Holidays) before the last date/time for submission of bids failing which bids will not be accepted. EMD must be in the form of Demand Draft/Pay Order/FDR payable to Director, Indian Agricultural Research Institute at New Delhi.(No cheques will be accepted)
- 9. The rates quoted by each firm for job/service contract in tenders be given both in words and figure failing which the same is liable to be rejected. Tenders will be opened online by the authorised officers. Bidders have two options to participate in tendering process at the time of opening of Bids. Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process or he can visualize the process online without physically being present at IARI.
- 10. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on your behalf should be indicated in your tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.
- 11. An amount equivalent to 5 to 10% of the estimated value of contract (as per GFR 171) is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit only after receiving a communication from the IARI. In the event of non-deposition of the same, the earnest money will be forfeited.
- 12. No interest on earnest money and security deposit shall be paid by the IARI to the tenderer.
- 13. The Service Provider shall abide by all the laws of land including labour laws (PF, Income Tax, GST or

any other extra taxes levied by Govt.) Companies Act, welfare measure of its employees and all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein, though any such bounded duty shall be the exclusive responsibility of the service provider and it shall not involve IARI in anyway whatsoever. Compliance of these provisions shall be ensured at the times of making monthly payments.

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

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

- 16. Only those bidders who submit all requisite documents as per this tender and secure 45 marks in the technical qualification on parameters mentioned below will be declared as qualified/eligible for opening/considering financial bids:
 - a) Average turnover of the firm during last three years:-
 - Exceeding 6 lakhs & Upto 15 lakhs= 15 Marks
 - Exceeding 15 lakhs & upto 25 lakhs= 20 Marks
 - Exceeding 25 lakhs onwards= 25 Marks
 - b) Experience in similar nature job work in Govt. (Centre/State) Departments/Autonomous bodies/PSUs/PSES/Bank & Insurance Companies or other equivalent organisations of high repute:-
 - Exceeding 3 years & upto 5 years= 15 Marks
 - Exceeding 5 years & upto 7 years= 20 Marks
 - Exceeding 7 years= 25 Marks
 - c) Total no. of people on their rolls
 - Exceeding 25 & Upto 50= 15 Marks
 - Exceeding 50 & upto 75= 20 Marks
 - Exceeding 75= 25 Marks
 - d) Quality related marks(as bonus)
 - ISO (upto 2 years)= 02 Marks
 - ISO (Exceeding 2 years)= 04 Marks
 - e) At least 3(three) years experience in similar nature job work (ending month of march prior to the bid opening) has to be there.
 - f) Minimum annual turnover should be 30% of estimated cost.
 - g) Minimum manpower on roll of the bidder must be 25 (Twenty five only).
 - h) Each bidder shall submit only one bid for one request for proposal (RfP).
- 17. GST or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and IARI will not entertain any claim whatsoever in this respect. However, the income tax or any other tax which is as per the rules of the Govt. of India shall be deducted at source from monthly bills of the successful tenderer, as per rules/ instructions made applicable from time to time by government.
- 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.
- 19. Director, IARI reserves the right to reduce or terminate the period of contract or to extend its duration in the

interest of the Institute, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.

- 20. Decision of Director, IARI shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure in settlement dispute shall be referred to the sole arbitrator to be appointed by the Secretary, ICAR. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
- 21. Acceptance by the Institute will be communicated by fax/telegram/email, express letter or any other form of communication. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/ telegram, express letter etc. should be acted upon immediately.
- 22. The Institute does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
- 23. The Institute in its capacity as Principal Employer reserves the right to modify any of the terms and conditions of the contract as mentioned in the Schedules III of this document, at its discretion, in the interest of the job work.
- 24. Successful bidder/tenderer will have to enter into a detailed contract agreement with IARI on non-judicial stamp paper of Rs. 100/- (One hundred only) for work.
- 25. Successful bidder shall not transfer its right or sublet the contract to anyone else.

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

- (a) Scanned copy of Earnest Money Deposit (EMD)
- (b) Scanned copy of Registration Certificate of the firm under Company/Shops & Establishment Act of the respective state for this purpose.
- (c) Scanned copy of valid Licence under the Contract Labour (Registration & Abolition) Act, 1970.
- (d) Scanned copies of EPF and ESI Registration Certificate(s) issued by the appropriate authority.
- (e) Scanned copy of minimum **25 numbers** of Staff registered under ESI & EPF separately. Documentary proof of latest ECR may be attached.
- (f) Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if applicable.
- (g) Scanned copies of proofs of minimum last three year's i.e.2015-16 to 2017-18 continuous experience of the firm in the field of providing similar nature services in Central Govt. establishments/ autonomous bodies/corporations / reputed public organizations, with details in enclosed tabular form in chronological order and Scanned copies of the satisfactory services where the tenderer is providing the services for each of the last three or more financial years.
- (h) Scanned copy of proof of minimum turnover of the firm not less than **Rs.6,00,000** (**Rupees Six lakhs Only**) per year during each of the last three financial years.
- (i) Scanned copies of Income Tax (PAN), Service Tax /GST Registration Certificates, TIN number, with bank account details.
- (j) Scanned copy of Audited Balance Sheet of the firm for last 3 (three) financial years i.e.2015-16 to 2017-18 by the Chartered Accountant.
- (k) Scanned copy of valid latest Bank solvency certificate for Rs. 6.00 lakh (Rs. Six lakh only). The Bank

solvency certificate should not be more than six months old.

- (1) The firm/agency must enclose a certificate indicating that there is no criminal legal suit pending or contemplated against it.
- (m) An Undertaking as per attached Format duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years.
- (n) Only those firms will be considered for financial bid who will qualify in the technical bid.
- (o) Apart from above the bidders should have successfully executed/completed similar services over the last three years in the following manner:

1. Three similar completed services costing not less than the amount equal to 40% of the estimated cost: or

2. Two similar completed services costing not less than the amount equal to 50% of the estimated cost: or

3.One similar completed service costing not less than the amount equal to 80% of the estimated cost.

(q) The bidder shall authorise to seek references from the bidder's bankers.

Other conditions:

- 1. 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.
- 2. Material and equipment required for performance of operations will be provided by the Labour Incharge of the Division of Vegetable Science.
- 3. The contractor shall provide the list of his workers who shall be working in the beginning of contract.
- 4. Contractor to ensure minimum wages to be paid to the contractual manpower as per Minimum Wages prescribed by Govt. of NCT of Delhi from time to time.
- 5. Each page of the technical bid must be signed by the tenderer while submitting technical bid. The terms and conditions shown in draft agreements can solely be changed by the Director IARI at his discretion and shall be binding up on the tenderer at the time agreement entered into.

Yours faithfully,

Asstt. Admn. Officer For and on behalf of the Director Division of Vegetable Science -ICAR-Indian Agricultural Research Institute New Delhi-110012

TENDERS FOR **"JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS** <u>LAB AND</u> <u>POLLINATION OPERTIONS/WORK (SEMISKILLED & UNSKILLED NATURE)</u> AT DIVISION OF VEGETABLE SCIENCE, IARI, NEW DELHI- 100 012", FOR A PERIOD OF ONE YEAR AND EXTENDABLE BY FURTHER ONE OF MORE YEARS SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND ITS WILLINGNESS TO CONTINUE.

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

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

From_____

To,

The Asstt. Admn. Officer Division of Vegetable Science, ICAR-IARI, New Delhi-110 012

I/we have read all the particulars regarding the general information and other terms and conditions of the contract of "JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS <u>LAB AND</u> <u>POLLINATION OPERTIONS/WORK (SEMISKILLED & UNSKILLED NATURE)</u> AT DIVISION OF VEGETABLE SCIENCE, IARI, NEW DELHI- 100 012" FOR A PERIOD OF ONE YEAR AT IARI LOCATED AT PUSA and EXTENDABLE BY FURTHER ONE or MORE YEARS SUBJECT TO SATISFACTORY PERFORMANCE and agreement to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in Schedule-III to this tender and I/we agree to hold this offer open till 90 days. I/we shall be bound by a communication acceptance dispatch within the prescribed time.

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

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

Yours faithfully,

Date:

Signature of witness: Name & Designation of witness: Signature & Seal of the Tenderer Telephone No. Office: Res.: Mobile:

Address:

<u>Schedule –I</u>

Technical Bid Application

For providing job work contract for outsourcing of various *lab and pollination operations /work* (*semiskilled & unskilled nature*) preferably knowledge of pollination and lab activities to Division of Vegetable Science, IARI, New Delhi

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

S.No.	Items	Details documents	with	supporting
1.	No. of employees on the roll of the Firm			
2.	No. of years of past experience for providing such services			
3.	Average turnover of Firm during last 3 years (with financial year wise details)			
4.	ISO Certification (No. of Years), if any			

13. Details for evaluation of Technical Bid

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

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

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

Place:

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

Schedule-II

Requirement of the Technical Bid

S.N.	Documents required with technical bid	Page No.	Remarks
1.	Attested copy of Earnest Money Deposit (EMD).		
2.	Attested copy of valid registration certificate by		
۷.	national and Small Industries corporation		
	(NSIC), if applicable.		
3.	Attested copy of Registration Certificate of the		
5.	firm under Company/Shops & Establishment		
	Act of respective state for this purpose		
4.	Attested copy of registration of manpower		
	company/firm/agency/contractor with		
	appropriate authority of the Government		
	including valid license under the Contract		
	Labour (Registration & Abolition) Act, 1970.		
5.	Attested copies of EPF & ESI Certificate issued		
	by the appropriate authority and minimum 25		
	Nos of staff with copy of latest ECR for ESI &		
	EPF separately.		
6.	Attested copies of proofs of minimum last three		
	year's i.e.2015-16 to 2017-18 of continuous		
	experience of the firm in the field of providing		
	such/similar nature services in Central Govt.		
	establishments/ autonomous bodies		
	/corporations/ reputed public or private		
	organizations, with details in enclosed tabular form in chronological order and Attested copies		
	of the satisfactory services where the tenderer		
	is providing the services for each of the last		
	three financial years i.e. 2015-16 to 2017-18.		
7.	Attested copy of minimum turnover of the firm		
<i>,</i> .	not less than Rs.6,000,00 (Rupees Six lakhs		
	only) during each of the last three financial		
	years duly certified by CA (Balance sheet		
	and Profit & loss Account).		
8.	Attested copy of Income Tax (PAN), Service		
0.	Tax/GST Registration Certificates, TIN		
	Number with bank account details.		
9.	Attested copy of Audited Balance Sheet of the		
	firm for last 3 (three years i.e.2015-16 to		
	2017-18) by the Chartered Accountant.		
10.	Attested copy that firm/agency must enclose a		
	certificate indicating that there is no criminal		
	legal suit pending or contemplated against it.		

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

11.	Attested copy of Undertaking as per attached	
	Format duly attested by Notary on a non-	
	judicial stamp paper of value of Rs.100/-	
	(Rupees One Hundred Only) regarding their	
	non-blacklisting by any of the Govt.	
	Departments, Public Sector Undertakings	
	and/or by Central Vigilance Commission	
	during the last three years.	
12.	Attested copy of valid latest Bank solvency	
	certificate for Rs. 6.00 lakh (Rs. Six lakhs	
	only) .The Bank solvency certificate should not	
	be more than six months old.	
13.	ISO Certification, if any copies to be	
	provided	

Date:

Sign.of the Bidder or his Authorized Person

Name: _____

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

All documents should be submitted electronically in PDF format.

(Signature of authorized person)

Full Name and Designation :Seal:

Date :

Place:

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE "JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS <u>LAB AND POLLINATION</u> <u>OPERTIONS/WORK (SEMISKILLED & UNSKILLED NATURE)</u> AT DIVISION OF VEGETABLE SCIENCE, IARI, NEW DELHI-12

<u>Scope of work</u>

Sl. No.	Description of work
01.	Job work of lab activities/experiments (Semi Skilled nature): Autoclaving of glassware, plastic ware, pestle and mortar and media etc., filing and autoclaving of tip boxes. Preparation of distilled water and cleaning of assembly and assistance in lab work. Overall help in day to day laboratory maintenance and analysis work.
02.	Job work in lab activities/experiment (unskilled nature): Cleaning and washing of plastic ware, glassware, and pestle and mortars, pot soil media preparation, pot filling & transportation etc. Daily cleaning and dusting of lab and general Maintenance
03.	Pollination work cole crop and root crop(cauliflower, cabbage, carrot, radish etc.) pollination work includes bagging, tagging, selting, crossing amasculation of buds (Semiskilled nature)
04.	Pollination work in tomato, brinjal, chilli, capsicum, okra, peas & beans etc. pollination work includes bagging, tagging, selting, crossing amasculation of buds (Semiskilled nature)
05.	Pollination work in cucurbits vegetable (bottle gourd, bitter gourd, cucumber, musk melon watermelon etc.) pollination work includes bagging, tagging, selting, crossing emasculation of buds (Semiskilled nature)
06.	Various agricultural activities in protected structure (poly house/net house etc.) The activities will be bed/field preparation, layout of drip irrigation, stretching of vine, fixing of ropes, training, pruning, application of pesticide, fertilizer, weeding, hoeing, harvesting, extracting of seed, drying and cleaning of seeds etc. (unskilled nature)

SCOPE OF WORK & (TERMS & CONDITIONS :

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

TERMS & CONDITIONS:

- 1 The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
- 2. Changing of Staff/Supervisor should be intimated to the designated officer of Division of Vegetable Science, ICAR-IARI-110012.
- 3. The Director, IARI reserves the right to reject any or all quotations in whole or in part without assigning any reason thereof. The decision of Director shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
- 4. The staff provided should also maintain secrecy and discipline in the premises of Institute.
- 5. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Middle Standard.
- 6. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR/IARI for the purpose. All complaints should be immediately attended to by the Agency.
- 7. The agreement is terminable with one month notice on either side.
- 8. The contractor shall not sublet the work without prior written permission of the Building Incharge.
- 9. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded
- 10. The selected agency shall provide the necessary personnel's at DIVISION OF VEGETABLE SCIENCE, IARI as per labour acts prevalent in NCT of Delhi and respective state Governments covered in this tender. The agency shall employ good and reliable persons.. In case any of the personnel so provided is not found suitable by the DIVISION OF VEGETABLE SCIENCE, the DIVISION OF VEGETABLE SCIENCE shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
- 11. The persons so provided by the agency under this contract will not be the employee of the DIVISION OF VEGETABLE SCIENCE and there will be no employer-employee relationship between the DIVISION OF VEGETABLE SCIENCE and the person so engaged by the contractor in the aforesaid services.
- 12. Payment for service contract will be made monthly upon submission of pre-receipted bill.
- 13. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The IARI shall not bear any extra charge on any account whatsoever i.e. EPF & ESIC contribution etc.
- 14. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council from any claims, lass 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 Director, IARI shall be final and binding on the contractor.

- 15. Income Tax will be deducted from the payments due for the work done as per rule.
- 16. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract
- 17. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt, State Govt, relating to this contract made applicable from time to time.
- 18. While the contract is normally for one year, there is a possibility of its continuation for another one year after the approval of the competent authority, IARI, New Delhi.
- 19. **Risk Clause;** IARI reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred an account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
- 20. Monthly wages should be as per the Minimum Wages prescribed by State Govt. The vendor shall be provided a list of the workers. Bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.
- 21. That in case service provider fails to make any statutory or contractual payment, then the IARI shall have the right to realize this amount from the Security deposit of the Contractor.
- 22. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and INSTITUTE shall in no way be responsible for settlement of such issues whatsoever.
- 23. The contractor/agency will furnish to the INSTITUTE the full particulars of the personnel deployed, including details like name, father's name, age, photograph, permanent address, telephone number etc. and will also ensure the verification of the antecedents of such personnel.
- 24. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the INSTITUTE to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 25. Any loss, theft or damage to the life and/or property of the employees of the IARI and/or property of the IARI shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency.
- 26. In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the INSTITUTE besides annulment of the contract.
- 27. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement which shall be executed between the IARI and successful bidder/ contracting agency.

LIQUIDATED DAMAGES CLAUSES:

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

Contractor/Firm will be blacklisted if, at a later stage, reports are received that the Contractor/Contracting Firm has charged the guards/manpower on any account.

3. Any misconduct/misbehaviour on the part of the guards/manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

PENALTY CLAUSE:

1. If the number of worker (s) are found less than the minimum required under the contact a penalty of Rs.500/- per worker/supervisor per day will be deducted from the bill.

Not with-standing anything above, the Director, IARI reserves the right to reject any or all tenders in whole or in part without assigning reasons therefore. The decision of Director, IARI shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(For the ICAR-IARI)

1.

2.

FINANCIAL BID (To be submitted online in BOQ)

То

Asstt.Admn. Officer (Phone No. **011-25846628)** Division of Vegetable Sciences, IARI, New Delhi-12

Sir,

I/We wish to submit our Tenders for JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS <u>LAB AND POLLINATION OPERTIONS/WORK (SEMISKILLED & UNSKILLED</u> NATURE) at the Division of Vegetable Science on the following rates.

Scope of	of work:	
Sl. No.	Description of work	Unit
01.	Job work of lab activities/experiments (Semi Skilled nature): Autoclaving of glassware, plastic ware, pestle and mortar and media etc., filing and autoclaving of tip boxes. Preparation of distilled water and cleaning of assembly and assistance in lab work. Overall help in day to day laboratory maintenance and analysis work.	Each lab/Per month
02.	Job work in lab activities/experiment (unskilled nature): Cleaning and washing of plastic ware, glassware, and pestle and mortars, pot soil media preparation, pot filling & transportation etc. Daily cleaning and dusting of lab and general Maintenance	Each lab/Per month
03.	Pollination work cole crop and root crop(cauliflower, cabbage, carrot, radish etc.) pollination work includes bagging, tagging, selting, crossing amasculation of buds (Semiskilled nature)	Each 200 sqm/Per month
04.	Pollination work in tomato, brinjal, chilli, capsicum, okra, peas & beans etc. pollination work includes bagging, tagging, selting, crossing amasculation of buds (Semiskilled nature)	Each 300 sqm/Per month
05.	Pollination work in cucurbits vegetable (bottle gourd, bitter gourd, cucumber, musk melon watermelon etc.) pollination work includes bagging, tagging, selting, crossing emasculation of buds (Semiskilled nature)	Each 300 sqm/Per month
06.	Various agricultural activities in protected structure (poly house/net house etc.) The activities will be bed/field preparation, layout of drip irrigation, stretching of vine, fixing of ropes, training, pruning, application of pesticide, fertilizer, weeding, hoeing, harvesting, extracting of seed, drying and cleaning of seeds etc. (unskilled nature)	Each 200 sqm/Per month

Note:

1. Taxes, if any specifically be mentioned inclusion or exclusion. I/we agree to forfeit of the earnest money if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form. We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

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

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

Signature_	
Name & Address of the Firm	
Telephone No.	
E-mail	

DRAFT SPECIMEN AGREEMENT

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

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

1. This agreement shall come into force w.e.f.(date)...... and will remain in force for a period for one year but can be terminated by IARI by giving one calendar months' notice in writing of its intentions to terminate the agreement. The agreement can be renewed, on mutually agreed terms for one year.

- 3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the police authorities.
- 4. All personnel posted at premises shall at all times and for all purposes be deemed to be employees of the firm and the IARI shall have no liability on this account in any manner.
- 5. That the Firm shall ensure that all persons deployed at IARI premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
- 6. The IARI shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the IARI.
- 7. The manpower deployed by the agency should work as per the working days and timings of the IARI. No extra wages will be paid for attending office on weekends, holidays and late -sitting.
- 8. Wages to be paid to the contractual manpower will be as per Minimum Wages prescribed by Govt. of NCT of Delhi. Current wages and allowances will be as per Schedule III
- 9. Monthly consolidated charges for job/ work contract for providing
-services at IARI is as per terms and conditions specified and scope of work as per Schedule-II in the tender document including all the taxes viz. service tax and other taxes as applicable will be paid to the firm by the Institute. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Institute in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan alongwith list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.
- 10. The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.
- 11. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Secretary, ICAR. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.

- 12. That the firm shall provide uniform to its Security Personnel and will issue identity card to each of the workers engaged for entry in IARI premises.
- 13. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
- 14. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, IARI shall cancel the contract.
- 15. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act. 1970, Employees Compensation Act, 1923, E.P.F., E.S.1. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the IARI on account of any failure to comply with the obligations under various laws or damage to IARI due to acts/omissions of Firm.
- 16. It is also agreed that under no circumstances, the employees/ workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the IARI and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the IARI against any claim that it may have to meet towards the employees/ workmen of the firm. Firm's employees/workmen shall have no claim to absorption/ regularization.
- 17. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt./ State Govt. / NCT of Delhi as applicable relating to this contract.
- 18. In case of any loss or damage to the property of the Institute which is attributable to the firm, the full damages will be recovered from the firm as decided by Institute.
- 19. The firm shall not transfer its right or sub- contract to anyone else.
- 20. The firm or its workers shall not misuse
- 21. the premises allotted to them for any purpose other than for which contract is awarded.
- 21. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
- 22. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by Institute in any manner.
- 23. There may be frequent surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be rectified by the contractor within 24 hours of its bringing to his notice.
- 24. The firm shall provide a Co-ordinator for immediate interaction with the organisation.
- 25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.
- 26. The Service charges, to be quoted by the Bidders, should be inclusive of all other expenses required for the day today services (viz.Metal detector{as required}, Transportation, lathi, torch, uniform, whistle, Walky-Talky etc).
- 27. The Service charges, to be quoted by the Bidder, shall remain firm/unchanged during the entire contract and no request, on whatsoever ground, shall be considered for any increase in the service charges.

<u>ANNEXURE – X</u>

UNDERTAKING

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

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

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

Signature:
Name:
Designation:
Address:

Place:....

Date:....