

File No. 1-7/2018-19/FLS/515

Dated: 08.08.2018

E-PROCUREMENT TENDER NOTICE

Director, ICAR-Indian Agricultural Research Institute (IARI) invites online e-tenders for **JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR FARM, FIELD & LABORATORY OPERATION WORK (UNSKILLED NATURE) AT THE DIVISION OF FLORICULTURE AND LANDSCAPING I.A.R.I., NEW DELHI-110012** for 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 on existing terms and conditions, as per requirement.

1. Details of Tender Deposits :-

Tentative Value of Contract: **Rs. 8.00 Lakh (Approximate)**

Earnest Money Deposit: **Rs. 16,000/- (Rupees Sixteen Thousand Only)**

Security Deposit: **5 to 10% of the estimated value of contract.**

Cost of Tender document: **(NIL)**

2. Tender Schedule:

Tender No.	
Date of release of tender through e-procurement	08.08.2018
Bid submission start date/time	08.08.2018
Last date & time for submission of bid	30.08.2018 at 1.00 PM
Date & time for opening of technical bid	31.08.2018 at 3.00 PM
Address for Communication	Asstt. Admn. Officer, Division of Floriculture & Landscaping, ICAR-IARI, New Delhi 110012

On-line bids are invited under two-bid system through e-procurement system from registered/well established/reputed firms for providing the services for **(JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR FARM, FIELD & LABORATORY OPERATION WORK (UNSKILLED NATURE) AT THE DIVISION OF Floriculture and Landscaping I.A.R.I., NEW DELHI-110012)** for 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.

Tender form, terms & conditions and draft agreement can be downloaded free of cost from the website <http://eprocure.gov.in> and www.iari.res.in. 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.

In case, a holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time. The IARI reserves the right to accept or reject any or all the tenders without assigning any reason.

Please note that only online bids will be accepted.

Asstt. Admn. Officer

Tender Notice

File No. **1-7/2018-2019/FLS/515**

Division of Floriculture and Landscaping,

ICAR-Indian Agricultural Research Institute New Delhi-110012

Telephone No. 011-25841929 (Off.)

Invitation to online tender and instructions containing terms and conditions for **JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR FARM, FIELD & LABORATORY OPERATION WORK (UNSKILLED NATURE) AT THE DIVISION OF FLORICULTURE AND LANDSCAPING I.A.R.I., NEW DELHI-110012** for 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.

From: Asstt. Admn. Officer
Division of Floriculture & Landscaping,
ICAR-Indian Agricultural Research Institute,
Pusa, New Delhi-110012

To

Dear Sir(s),

Online tenders are hereby invited by Director, Indian Agricultural Research Institute [IARI], New Delhi on behalf of Secretary, Indian Council of Agricultural Research (ICAR), New Delhi for **JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR FARM, FIELD & LABORATORY OPERATION WORK (UNSKILLED NATURE) AT THE DIVISION OF FLORICULTURE AND LANDSCAPING I.A.R.I., NEW DELHI-110012** for 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 Deposit [Bid Security] of **Rs. 16,000/- (Rupees Sixteen Thousand Only)** (approx. 2% of total minimum estimated value of the contract i.e. 2% of (Rs. 8.00 Lakhs) must be deposited in the form of Demand Draft/Pay Order/FDR payable to Director, ICAR-Indian Agricultural Research Institute at New Delhi in **person Asstt. Admn. Officer, Division of Floriculture & Landscaping, ICAR-IARI, New Delhi 110012** 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 outrightly.

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 fail to observe and comply with the foregoing stipulation 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. No interest will be paid on the **EMD**. An undertaking is also required to be submitted by the tendering firm).

4. The schedules of the tender form should uploaded with online bids. In the event of the space provided on the schedule from 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 references 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 along with the tenders.

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 IARI within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money 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 warrant that he has authority to bind such other and if, an enquiry it appears that the persons so signing had no authority to do so, the IARI shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, 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 Floriculture & Landscaping, ICAR-IARI, New Delhi-110012** during working hours i.e. 9.30 A.M. to 4.30 P.M. on all working days (except second Saturday, Sunday and Gazetted Holiday) 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, IARI** at New Delhi. (No cheques will be accepted).

9. The rates quoted by each firm for this job/service contract in tenders be given both in 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 the **Division of Floriculture and Landscaping, IARI, New Delhi-12**

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 Contractor will be reimbursed for each manpower at the consolidated rates as detailed in **Schedule II**. 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 **Rs. 2.40 lakh** & Upto **Rs. 6 lakhs**= 15 Marks
- Exceeding **Rs. 6 lakhs** & upto **Rs. 10 lakhs**= 20 Marks
- Exceeding **Rs. 10 lakhs** onwards = 25 Marks

b) Experience of serving 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 (ending month of March prior to the bid opening) is required.
- f) Minimum annual turnover should be 30% of estimated cost.
- g) Minimum manpower on roll of the bidder must be 25 (Twenty Five).
- 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.

18. 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. The 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/her level by mutual consultation and in case of failure of 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 proceedings shall be governed by the Arbitration & Constitution **Act, 1996. The seat of arbitration will be Delhi and arbitral proceeding shall be governed in accordance with arbitration and conciliation Act, 1996 as amended from time to time.**

21. Acceptance by the Institute will be communicated by FAX/ Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders 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 II** 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 sub-let the contract to any other contractor/sub-contractor.

26. The following documents/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 (Regulation and Abolition) Act, 1970.
- d) Scanned copies of EPF and ESI Registration Certificate(s) issued by the appropriate authority.
- e) Scanned copy of members of Staff registered under ESI & EPF separately. Minimum **25 number** (staff/supervisors) required with their ESI & EPF contributions. Documentary proof of latest ECR may be attached.
- f) Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if claiming exemption for EMD submission.
- 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 such 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 copies of proof of minimum turnover of the firm not less than Rs. 2.40 lakh (Rupees two lakh forty thousand only) per year during each of the **last three financial years** ending **31 March, 2018**.
- 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. 2.40 lakh**. The Bank solvency certificate should not be more than six months old.
- l) 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 bidder must have successfully executed/completed similar services, over the last three years ending March-2018:
 - 1) **Three similar completed services** costing not less than the amount equal to **40% (Forty per cent)** of the estimated cost; or
 - 2) **Two similar completed services** costing not less than the amount equal to **50% (Fifty per cent)** of the estimated cost; or
 - 3) **One similar completed service** costing not less than the amount equal to **80% (Eighty per cent)** of the estimated cost.
- p) The bidder shall authorise to seek references from the bidder's bankers.

Other conditions:

- I. 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.
- II. The contractor shall provide the list of his workers working in the beginning of contract.
- III. Contractor will 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.
- IV. 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,

Place: IARI, New Delhi

Date:

Assistant Administrative Officer

Division of Floriculture and Landscaping

On behalf of Director, I.A.R.I.

TENDER FOR THE CONTRACT FOR **JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR FARM, FIELD & LABORATORY OPERATION WORK (UNSKILLED NATURE) AT THE DIVISION OF FLORICULTURE AND LANDSCAPING I.A.R.I., NEW DELHI-110012** for 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.

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
Asstt. Admn. Officer,
Division of Floriculture & Landscaping
ICAR-IARI, Pusa New Delhi-110012

We have read all the particulars regarding the General information and other terms and conditions of the contract for THE **JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR FARM, FIELD & LABORATORY OPERATION WORK (UNSKILLED NATURE) AT THE DIVISION OF FLORICULTURE AND LANDSCAPING I.A.R.I., NEW DELHI-110012** 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 **180 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

Signature of witness:
Name & Designation of witness:
Address:

Signature & Seal of the Tenderer
Telephone No. office-----
Residence -----
Mobile No. -----
Address –

SCHEDULE-I

Technical Bid Application

1. Name of the Tendering Manpower 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)
- 13.Details for evaluation of Technical Bid

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

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:

Signature of authorized person)

Full Name and Designation :

Place:

Seal:

[TECHNICAL BID]

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

Sr. No.	Particulars	Upload scan copy & Indicate Page No. [File Type]
1	Details of EMD [Bid Security] amounting to Rs. 16,000/-	[PDF]
2	Name of the Firm/Agency, Name of Director of Firm/Agency, Full address of operating/Branch Office with Telephone No., Mobile No. & E-mail ID,	[PDF]
3	Attested copy of Income Tax (PAN), Service/GST Registration Certificates with Bank Accounts details.	[PDF]
4	Attested copy of Registration Certificate of the firm under Company/Shops & Establishment Act of respective state for this purpose	[PDF]
5	Employee EPF registration certificate issued by Govt. etc. (attach attested copy)	[PDF]
6	Employee ESI registration certificate issued by Govt. etc. (attach attested copy)	[PDF]
7	Scanned copy of valid Licence under the Contract Labour (Regulation and Abolition) Act, 1970 issued by appropriate authority.	[PDF]
8	Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 25 nos. (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of latest ECR may be attached.	[PDF]
9	Details for evaluation of Technical Bid	[PDF]
(i)	Attested copy of minimum turnover of the firm not less than Rs. 2.40 Lakhs (Rupees Two Lakh Forth Thousand Only) during each of the last three financial years duly certified by CA (Balance sheet and Profit & loss Account).	[PDF]
(ii)	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 services in Central Govt. establishments/ autonomous bodies /corporations/ reputed public or private organizations, with details in enclosed tabular form in chronological order & Attested copies of the satisfactory services where the tenderer is providing the services for each of the last three financial years i.e.2015-16 to 2017-18.	[PDF]
(iii)	ISO Certification, if any copies to be provided	[PDF]
10	Scanned copy of valid latest Bank solvency certificate for Rs. 2.40 lakh. The Bank solvency certificate should not be more than six months old. (attach attested copy)	[PDF]
11	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.	[PDF]
12	The bidder must have successfully executed/completed similar services, over the last three years ending March-2018: 1) Three similar completed services costing not less than the amount equal to 40% (Forty per cent) of the estimated cost; or 2) Two similar completed services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost; or 3) One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost. (attach attested copy)	[PDF]

13	An Undertaking as per attached Format (Annexure-I) 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.	[PDF]
14	Whether the firm has any legal suit/criminal case pending against violation of EPF/ESI, minimum wages act or other laws (give details). The firm/agency must enclose certificate (in technical bid) indicating that there is no criminal/legal suit pending or contemplated against them.	[PDF]

Note:-

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

Date: -
Place: -

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

Details of the minimum 3 years experience/work done

Sl.No.	Name of the Deptt./Organization & Name of contact person with Ph.No.	Period		No. of staff deployed	Remarks
		From	To		

(Authorized Signatory)

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:.....

SCHEDULE-II

**Division of Floriculture & Landscaping,
ICAR-Indian Agricultural Research Institute, New Delhi-110012**

Subject: Job work field/farm & lab operations through outsourcing

[FINANCIAL BID]

Sl. No.	Crop	Work	Unit
1	Rose		
	1	Budding of rose plants (collection of budwood, preparation of root stock and budding)	Per 100 plant
	2	Pruning of roses plants (including lifting of biomass from field to road side and pruned point should be treated with fungicide paste)	Per acre
	3	Preparation of rose root stock cuttings and planting (9-12" length)	Per 1000 plant
	4	Digging and hoeing in roses	Per acre
	5	Transplanting of rose plants (preparation of pit, uprooting of plant and transplanting)	Per 100 plant
	6	Removal of sucker from rose plant	Per 100 plant
2	Bougainvillea		
	1	Weeding and hoeing of bougainvillea pot plants (14"-18" pot)	Per 100 pots
	2	Pruning of bougainvillea and disposal of twigs/biomass	Per 100 plants
	3	Air layering (Goottee) in bougainvillea	Per 100 plants
	4	Removal of bougainvillea hard wood cuttings from mother plants their preparation (6"-12" length) and filling of poly bags with media and planting in (4-8" poly bags).	Per 1000 cuttings
	5	Plantation of bougainvillea in ground	Per plant
	6	Shifting of bougainvillea plant from poly bag to pot (8"-12") with media filling	Per plant
	7	Shifting of bougainvillea plant from poly bag to pot in (14"-18") with media filling	Per plant
3	Chrysanthemum		
	1	Mixing of media, filling of plug trays and preparation of cuttings & planting for rooting of chrysanthemum	Per 100 nos.
	2	Transplanting of rooted cuttings of chrysanthemum	Per acre
4	Bulbous Crops		
	1	Planting of bulbous crops in open field conditions	Per acre
	2	Planting of bulbous crops in poly house/net house	Per 500 sqm
	3	Digging/harvesting of bulbs/corms of bulbous crops	Per acre
	4	Digging/harvesting of bulbs from poly house/net house	Per 500 sqm
	5	Fungicide treatment of bulbs before planting	Per 1000 nos.
	6	Fungicide treatment of bulbs after harvesting	Per 1000 nos.

5	Marigold and annuals		
	1	Preparation of beds and raising of nursery	Per 100 sqm
	2	Weeding and maintenance operations for nursery	Per 100 sqm
	3	Transplanting of marigold and other annuals	Per acre
	4	Seed harvesting of marigold and annuals	Per acre
	5	Cleaning and packing of annuals seeds	Per 100 pkts
	6	Mixing of media, filling of plug trays and sowing of seeds	Per Tray (99 holes)
6	Turf Grass		
	1	Turf grass weeding	Per acre
	2	Turf grass mowing	Per acre
	3	Uprootings & Transplanting of Turf (through dibbling method)	Per sq. Mtr.
7	Pot Plants		
	1	Pot media preparation and filling in pots (8-12" pot)	Per 100 nos.
	2	Weeding and hoeing in potted plants (8-12" pot)	Per 100 nos.
8	Tissue Culture Laboratory		
	1	Cleaning of glassware's in laboratory	Per 100 nos.
9	Landscape Plants		
	1	Pruning of Asoka Tree	Per plant
	2	Pruning of bougainvillea full green shrub on farm boundary wall	Per plant
	3	Pruning of mulberry tree	Per plant
	4	Pruning of Hibicus and TMC	Per plant
	5	Digging of pit (2' x 2')	Per pit
	6	Plantation of tree/shrub in ready pit of (2' x 2')	Per plant
10	Common Field Operations		
	1	FYM application/spreading in field	Per acre
	2	Channel, bund making and final dressing of beds	Per acre
	3	Pinching/disbudding	Per acre
	4	Spraying of nutrients/ fungicides/ insecticides/ herbicides	Per acre
	5	Earthing up in flower crops	Per acre
	6	Hoeing of flower crops by spade/kasola	Per acre
	7	Weeding of flower crops by khurpi	Per acre
	8	Irrigation in field of flower crop	Per acre
	9	Cleaning of irrigation channel	per running mtr
	10	General dressing & cleaning of farm road	Per sq. mtr.

Schedule -III

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE "JOB WORK CONTRACT FOR **"OUTSOURCING OF VARIOUS FIELD/FARM AND LAB SERVICES/WORK"** AT DIVISION OF FLORICULTURE AND LANDSCAPING, IARI, NEW DELHI 110012

SCOPE OF WORK

Scope of Work & (Terms & Conditions):

Different flower crops are being grown & maintained at research farm for R & D purpose as well as germplasm maintenance and production of elite material. The major crops are Rose, Chrysanthemum, Marigold, Turf, Bulbous and Potted plants.

Note: The contractors are advised to visit the working site before or after purchase of tender form to see himself the site conditions regarding the present status and the quantum of work

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 Incharge/Supervisor designated officer of Division of Floriculture & Landscaping, ICAR-IARI-New Delhi110012.
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 Floriculture & Landscaping, IARI as per labour acts prevalent in NCT of Delhi and respective state Governments covered in this tender. The agency shall employ good and reliable persons. In case any of the personnel so provided is not found suitable by the Head/Farm Incharge/AAO Division of Floriculture & Landscaping, they shall have the right to ask for his replacement without giving any reason thereof and

- the agency shall on receipt of a written communication will have to replace such persons immediately.
11. The persons so provided by the agency under this contract will not be the employee of the IARI and there will be no employer-employee relationship between the IARI and the person so engaged by the contractor in the aforesaid services.
 12. Payment for service contract will be made monthly upon submission of pre-receipted bill.
 13. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The IARI shall not bear any extra charge on any account whatsoever i.e. EPF & ESIC contribution etc. **It would be the sole responsibility of the contractor to pay his manpower as the minimum wages act of the concerned state govt.**
 14. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the Director, IARI shall be final and binding on the contractor.
 15. Income Tax will be deducted from the payments due for the work done as per rule.
 16. The Contractor must employ adult 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.

28. **LIQUIDATED DAMAGES CLAUSES:**

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

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

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

29. **PENALTY CLAUSE:** If the number of worker (s) are found less than the minimum required under the contact a penalty of **Rs.500/-** per worker/supervisor per day will be deducted from the bill. Not withstanding 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)

(Name & Address of the firm)

- 1.....
- 2.....

(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:

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(name of the Instts.) by giving one calender months' 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. Monthly consolidated charges for job/ work contract for providingservices at (name of the Instt.)..... is as per terms and conditions specified and scope of work as per Schedule-III 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 challans along with 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 discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act, 1970, workmen's Compensation Act, 1943, E.P.F., E.S.I. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified (name of the 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 of (name of the Instt.).
17. The contract is subject to the conditions that the firm shall comply with all the laws/wages and by laws of Central Govt. State Govt. / NCT of Delhi as applicable relating to this contract.
18. In case of any loss or damage to the property of the Council at which is attributable to the firm, the full damages will be recovered from the firm.
19. The Firm shall not transfer its right or sub- contract to anyone 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-coordinator 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. 500/- per worker per day will be deducted from the bill.

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

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

(Name & Address of the firm)

(For the Institute)

Witness: -

1.....

2.....

Concluded

(TO BE PRINTED ON Rs. 100/- NON JUDICIAL STAMP PAPER BY THE HIRING ORGANIZATION)
AGREEMENT (as per ICAR, circular 4/2010 F. No. 17(1)/2010-Estt.11 dated 11 June 2010)

The Agreement made this day, the.....between Shri/Smt./Kum.....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 for¹.....in short².....on contract basis for the³.....programme funded fully/ substantially by⁴.....and the first party has agreed to provide these services to the second party in that capacity for the periodon 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 from⁵to

(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 and described in detail in a job chart attached as Annexure-III (a) 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 (c).

5. ANNUAL REVISION: Second party based on quality and efficiency of services rendered in the preceding year, may on its discretion, revise¹⁰ 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 unauthorized or willful 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. STANDARDS 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/tender process 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 award 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.

()
Signed by first party by Authorized signatory

()
Signed by the Second party

Name:
Address:
Dated:

Name:
Address:
Dated:

WITNESS
Signature
Name:

WITNESS
Signature
Name:

Address:

Address: