

**Store Section**  
**ICAR- INDIAN AGRICULTURAL RESEARCH INSTITUTE**  
**Pusa, New Delhi - 110 012**

F. No. ICAR-IARI/Hiring of Manpowers/2023-24/Store

Dated: 08/12/2023

**E-Procurement Tender Notice**

Indian Agricultural Research Institute (IARI) invites online e-tenders for **Outsourcing Hiring of Manpower (Office Assistant and Stenographer) and Healthcare Manpower i.e. Dresser/Dispenser, Staff Nurse (Male/ Female), Laboratory Technician and Laboratory Attendant** on job contract basis for a period of one year when shall be further extendable by one or more years subject to satisfactory performance of the Vendor and its willingness to continue with the service on existing terms and conditions, as per requirement of the Institute.

Tender schedule:

Date of release of Tender through Gem Portal	08-12-2023
Bid Submission start date	08-12-2023
Date & time for opening of technical bid	29-12-2023

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

The tender form alongwith details of items and terms & conditions can be seen on GeM portal. Online bids completed in all respect should be submitted through Gem portal only. No Physical bids or bids submitted through other means will be summarily rejected.

Tenders and supporting documents should be uploaded only on Gem portal duly numbered online. Hard copy of the tender documents will not be accepted.

**Please note that only online bids through GeM Portal will be accepted.**

**Administrative Officer (Store)**

## Tender

Online Tenders are invited by the Director, Indian Agricultural Research Institute (IARI) on behalf of the Secretary, Indian Council of Agricultural Research (ICAR), New Delhi for **Outsourcing Hiring of Manpower (Office Assistant and Stenographer) and Healthcare Manpower i.e. Dresser/Dispenser, Staff Nurse (Male/Female), Laboratory Technician and Laboratory Attendant** on job contract basis for the period of one year at Indian Agricultural Research Institute (IARI) located at Pusa, New Delhi-110012 and Its Regional Stations spread over our different States of Country, which will be extendable for further one or more years subject to satisfactory performance of the vendor and its willingness to continue with the services on the existing term & conditions.

### INSTRUCTIONS TO BIDDER

- 1) **An earnest money of Rs. 3.00 lakhs (Rupees three lakhs only)** must be deposited in the form of DD/FD/BG payable to Director, ICAR-Indian Agricultural Research Institute at New Delhi. The physical bank instrument should be submitted in person to Store Section, Director's Office, IARI, New Delhi-12 on or before the last date/time of submission of online bids. The particulars of the earnest money deposited must also be mentioned in the online bids at the space provided in technical bid proforma. Conditional bids shall not be considered/participated. However, firms registered with the Central Purchase Organization/NSIC/MSME are exempted from submitting bids without EMD. In such cases firm must attach copy of Registration Certificate with specific mention of work permitted to undertake by the CPO/MSME/NSIC.
- 2) The Tenderer is being permitted to give Tenders in consideration of the stipulations on his part that after submitting the 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 in the manner prescribed by the IARI.
- 3) 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 before close of the tenders.
- 4) 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 filled in properly.
- 5) If a tenderer does not accept the offer, after issue of online letter of award by IARI, the offer made shall be deemed to be withdrawn without any notice & earnest money shall be forfeited.
- 6) Online tenders are invited under two-bid system through Govt e-marketplace (Gem Portal). EMD must be deposited during working hours i.e. 9.00 A.M. to 5.30 P.M. on all working days (except 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 DD/FD/BG payable to Director, Indian Agricultural Research Institute at New Delhi. (No cheques of individual/firms will be accepted)

- 7) The rates quoted by each firm for job contract in tenders be given clearly without any ambiguity otherwise the same is liable to be rejected. Tenders will be opened online by the authorised officers.
- 8) An amount of Rs. 22.00 lakhs (Rs. Twenty Two lakhs only) in the form of FD/Bank Guarantee is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit** after receiving a communication from the IARI. In the event of non-deposition of the same, the earnest money will be forfeited and firm will be debarred for further participating in further tenders invited by this Institutes.
- 9) No interest on security deposit and earnest money deposit shall be paid by the IARI to the tenderer.
- 10) The Service Provider shall abide by all the laws of land including labour laws, ESI, EPF, Income Tax, GST or any other extra taxes levied by Govt. under Company 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.
- 11) The Firm have to quote the Service Charges per month in Rupee to be levied by them for providing the services. Service Charge shall be the primary criteria for selecting the firm. No change/revision whatsoever in service charges once quoted shall be admissible during the tenure of tender under any circumstances.
- 12) 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.
- 13) 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.
- 14) 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.

## Technical bid

The scan copy of following documents are required to be uploaded with the Technical Bid. Bid will not be considered in absence of these documents:

Sl. No.	Description	Page No.*	Details
1.	Bank solvency certificate for Rs. 80 lakhs issued in favour of IARI. The bank solvency certificate must not be older than the date of floating of tender on Gem portal.		
2.	Scanned copy of Earnest Money Deposit Rs. 3.00 lakhs (EMD)		
3.	Scanned copy of Registration Certificate of the firm under Company/Shops & Establishment Act of the respective state for this purpose.		
4.	Scanned copy of valid Licence under the Contract Labour (Registration & Abolition) Act, 1970.		
5.	Scanned copies of EPF and ESI Registration Certificate(s) issued by the appropriate authority.		
6.	Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC/MSME)		
7.	Scanned copies of proofs of minimum last three years i.e. 2020-21, 2021-22 and 2022-23 continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies/corporations / reputed public or private organizations. Scanned copies of the satisfactory services where the tenderer is providing the services for each of the last three financial years.		
8.	Scanned copy of proof of minimum turnover of the firm not less than Rs.75.00 lakhs (Rupees seventy five lakhs Only) during each of the last three financial years.		
9.	Scanned copies of Income Tax (PAN)/GST Registration Certificates, TIN number, with bank account details.		
10.	Scanned copy of Audited Balance Sheet alongwith profit & loss account of the firm for last 3 (three) financial years i.e. 2020-21, 2021-22 and 2022-23 signed by the Chartered Accountant.		
11.	Scanned copy of undertaking on Non-judicial stamps Rs. 100/- mentioning that the firm has not been debarred/blacklisted by any government organization		

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

**\*Mentioning of Page No. is**

**co**

**mpulsory without with the technical bid will not be accepted for further consideration.**

I/We certify that the information provided above is true and documents furnished in support thereof are genuine. At any stage the above statement found to be false, our tender may be rejected straightway besides initiating other administrative/legal action for submitting false information/documents. I/We, further undertake that I/We shall abide with terms and Conditions of the tender/Contract and the decision of the Director, I.A.R.I., New Delhi as well.

Dated: \_\_\_\_\_

Signature of the tenderer with date and firms

## Annexure-I

Sl. No.	Office Automation and Healthcare Manpower	Job	Qualification	Approx. requirement
1.	Office Assistant	Filing, docketing of papers, noting and drafting on files and other administrative work assigned by the Officer	Graduate & should be able to handle computer efficiently with typing speed.	50
2.	Stenographic work	Stenographic work and other duty related to office work assigned by the Head/Officer	Graduate having speed of shorthand minimum 100 w.p.m. in English & typing 40 w.p.m. in English <b>OR</b> Minimum 80 w.p.m. in Hindi & 30 w.p.m. in Hindi Stenographic test will be taken by the respective point.	08
3.	Dresser/Dispenser	To Distribute Medicine and Giving first aid in emergency cases.	Diploma/certificate course in Medical Dresser/Dispenser form recognized Institutions	02
4.	Staff Nurse (Female-02 Nos) (Male-02 Nos)	Administration of Medicines and injection and must observe and monitor the patient and record any relevant information to aid in treatment decision-making processes etc.	Diploma in Nursing and Midwifery form recognized Institutions	04
5.	Lab. Technician	Collect, store and preserve samples of blood and other bodily fluids etc.	Diploma medical clinical Laboratory or Similar field from recognized Institutions	02
6.	Laboratory Attendant	The duties of a Lab Assistant include conducting tests, preparing samples, interpreting results, following methodologies, adhering to procedures and safety guidelines, documenting activities, and maintaining equipment	Diploma in Medical clinical Laboratory or Similar field from recognized Institutions	01

**3. Terms and conditions:**

- (a) The remuneration shall be disbursed through E-payment.
- (b) The contracting agency will ensure monthly payment to its employee deputed at this Institute by the 05th of every succeeding month.
- (c) The contracting agency will submit the proof of deposit of EPF & ESI with the concerned Department in the form of ECR (Electronic Challan Receipt) alongwith the bills to be submitted to the Institute in respect of the person so deployed. The contracting agency will submit the invoice along with proof of disbursement and deposit of all statutory dues/ payments in triplicate after making the payment to the person(s) provided to IARI supported with the following documents: -
  - (i) Details of disbursement indicating amount received from IARI against each individual towards statutory payments and net amount paid to each individual along with cheques online details in each category should be furnished before the next payment is claimed.
  - (ii) Unauthorized deduction for statutory obligations will not be made out of payments of the person(s) deployed.
- (d) The contracting agency will provide Identity Card to all his person(s) deployed as per the format suggested by the indenting office valid for the period of contract. The agency will also provide badges indicating the name of the person(s) provided and Agency and it should be displayed on left side of upper torso during the period of deployment / work all working days.
- (e) The contracting agency shall comply with all statutory obligations whatsoever.
- (f) The normal office hours of IARI is from 9.00 AM to 5.30 PM, five days from Monday to Friday. However, ICAR-IARI reserves the right to have the services on closed day and beyond office hours as and when required on need basis
- (g) In case of absence on any worker on working day, it will be substituted with a suitable person to have continuity.
- (h) The contracting agency will be required to sign a contract with the IARI. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model agreement.
- (i) In case of any loss theft/ sabotage caused by/ attributable to the personnel deployed, the Director IARI reserves the right to claim damages from contracting agency and deduct the same from the monthly bill of the contracting agency. IARI will indicate reason for each deduction.
- (j) Notwithstanding anywhere, even if mentioned herein, the ICAR- IARI shall in no case whatsoever be responsible/ bind for any act of omission/ commission in this regard by the Wages to be paid to the contractual manpower will be as per Minimum Wages prescribed by govt. of

Delhi/ Govt. of the concerned state or central govt. whichever is higher will be paid & other benefits payable to the employees.

- (k) The agreement is terminable with one month notice from Institute. If the service provider wants to rescind the contract voluntarily or otherwise, he is required to give a notice of atleast three months failing which the amount of security deposit including any other dues will be recovered from them for making alternate arrangement till the new contract is assigned to the other party.

**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 on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim. The Service charges, to be quoted by the Bidder, shall remain unchanged during the entire contract and no request, on whatsoever ground, shall be considered for any increase in the service charges.

## DRAFT SPECIMEN AGREEMENT

This agreement is made at ..... (place) .....on (month/year)..... day of between Indian Agricultural Research Institute (hereinafter called IARI) through..... (designation of the competent authority in IARI) .....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 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:

This agreement shall come into force w.e.f. .... (date)..... and will remain in force for a period for two years 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.

2. The firm shall be responsible for annual job work contract for providing ..... (nature of job) ..... at ..... (location).

The firm will provide full particulars of every worker deployed by it for providing the services.

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.

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.

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.

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.

Wages to be paid to the contractual manpower will be as per Minimum Wages prescribed by Govt. of NCT of Delhi/Govt. of Concerned state or central govt. whichever is higher.

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 deposit challan alongwith list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.

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



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.

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

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.

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. 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.

It is also agreed that under no circumstances, the employees 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 shall have no claim to absorption/ regularization.

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.

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.

The firm shall not transfer its right or sub- contract to anyone else.

The firm workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.

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.

The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

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.