



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4665098  
Dated/दिनांक : 20-02-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-03-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-03-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Agriculture And Farmers Welfare
Department Name/विभाग का नाम	Department Of Agricultural Research And Education (dare)
Organisation Name/संगठन का नाम	Indian Council Of Agricultural Research (icar)
Office Name/कार्यालय का नाम	Indian Agricultural Research Institute, New Delhi
Item Category/मद केटेगरी	Custom Bid for Services - ----
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

**Bid Details/बिड विवरण**

<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	2500000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	50000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Director

Indian Agricultural Research Institute, New Delhi, Department of Agricultural Research and Education (DARE), Indian Council of Agricultural Research (ICAR), Ministry of Agriculture and Farmers Welfare (Director, IARI, New Delhi-12)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1708428261.pdf](#)

**Instruction To Bidder:**[1708428318.pdf](#)

**Scope of Work:**[1708428326.pdf](#)

**Payment Terms:**[1708428342.pdf](#)

**Service Level Agreement (SLA):**[1708428352.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1708428382.pdf](#)

**GEM Availability Report ( GAR):**[1708428416.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1708428456.pdf](#)

**Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):**[1708428484.pdf](#)

### Custom Bid For Services - ---- ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	----
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Kamal Kumar	110012,IARI Pusa Campus IARI New Delhi 110012	1	N/A

### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised

quantity or duration

## 2. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

## 3. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

## 4. **Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

## 5. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Director, IARI, New Delhi-110012

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

## Scope of Work

### **JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS LAB/ FIELD/FARM/PROCESSING SERVICES/WORK (UNSKILLED NATURE) AT AGRICULTURE PHYSICS, I.A.R.I.,NEW DELHI-110012**

<b>S. No.</b>	<b>Details of work activities to be done</b>
1.	Land preparation and field lay out for field experiments
2.	Collection of Soil sample of different depths in farmer's field by using screw auger, tube khurpi
3.	Preparation of Soil sample for analysis (drying sieving grinding etc.)
4.	Collection of plant and soil sample from experimental farm of IARI/Farmers field
5.	Cleaning and preprocessing of sample for laboratory analysis
6.	Crop sowing / weeding / thinning / fertilizers / irrigation applications/ Crop harvesting.
7.	Soil Sample preparation in Lab
8.	Bird scaring
9.	Washing drying and storage off glassware and plastic ware
10.	Spraying of pesticides.
11.	Assistance in pots filling, pesticides and spraying
12.	Unskilled labour for other activities in the Laboratory/field/office maintenance and upkeep

## FINANCIAL BID

FINANCIAL BID/BOQ FOR PRICE BREAK UP OF TOTAL PRICE

### JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS FIELD/FARM/PROCESSING SERVICES/WORK (UNSKILLED NATURE) AT AGRICULTURE PHYSICS, I.A.R.I., NEW DELHI-110012

<b>Name of Work: JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR FARM FIELD &amp; LABORATORY OPERATION WORK (UNSKILLED NATURE) AT THE DIVISION OF AGRICULTURE PHYSICS, ICAR-IARI, NEW DELHI- 110 012</b>					
<b>Contract No.:</b> F.No.AP/7-36/2023-24					
<b>Bidder Name:</b>					
<b>Price Schedule</b>					
<b>S. No.</b>	<b>Details of work activities to be done</b>	<b>Quantity/Area per year</b>	<b>Unit</b>	<b>Rate per unit</b>	<b>Total (Quantity/Area X Unit)</b>
1.	Land preparation and field lay out for field experiments	20 acre	Per 0.5 acre		
2.	Collection of Soil sample of different depths in farmer's field by using screw auger, tube khurpi	2500 Samples per year	Per sample		
3.	Preparation of Soil sample for analysis (drying sieving grinding etc)	2500 sample per year	Per sample		
4.	Collection of plant and soil sample from experimental farm of IARI/Farmers field	20 acre	Per 0.5 acre		
5.	Cleaning and preprocessing of sample for laboratory analysis	2000 Samples	Per sample		
6.	Crop sowing / weeding / thinning / fertilizers / irrigation applications/ Crop harvesting.	20 acres	Per 0.5 acres		



7.	Soil Sample preparation in Lab	1500 dozen	Per dozen		
8.	Bird scaring	360 shift per year	Per shift		
9.	Washing drying and storage of glassware and plastic ware	500 dozen	Per dozen		
10.	Spraying of pesticides.	20 acre	Per 0.5 acre		
11.	Assistance in pots filling, pesticides and spraying	1000 Units	Per 100 Units		
12.	Unskilled labour for other activities in the Laboratory/field/office maintenance and upkeep	4 labour x 12 month	Per labour		
	Total in Figure				
	Quoted Rate in Words				

**Division of Agriculture Physics**  
**IARI- Indian Agricultural Research Institute, New Delhi - 12**

F.No.AP/7-36/2023-24

On behalf of Director, IARI, New Delhi-12, the Head, Division of Agriculture Physics invites online custom bid through GeM Portal for the services of **“JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR FARM FIELD & LABORATORY OPERATION WORK (UNSKILLED NATURE) AT THE DIVISION OF AGRICULTURE PHYSICS, ICAR-IARI, NEW DELHI- 110 012”** for a period of **one year** and further extendable for one year more, if necessary as per requirement in the interest of ICAR-IARI, subject to satisfactory performance of the Firm/Agency and its willingness to continue on existing terms and conditions, as per requirements.

**1. Bid Details:**

Type of Tender/Bid	Custom bid for services through GeM Portal
Estimated Value	25.00 lakh (Twenty Fifty Lakh Only) (Approximate)
EMD	Rs. 50,000/- (Fifty Thousand Only)/ Bid Security Undertaking
Performance Security	Rs. 1,25,000/- (One Lakh Twenty Five Thousand Only) <b>(05% of estimated value)</b>
Solvency Certificate	Rs. 1.00 Lakh/- (One Lakh Only)
Bid submission start date	20.02.2024
Last date for submission of bid	12.03.2024 (5:00 PM)
Date for opening of technical bid	12.03.2024 (5:30 PM)
<b>• Vendors can visit the site in order to access the quantum of work.</b>	

**2. Contact Information :-**

<b>Farm Management</b>	<b>Administrative Staff</b>
Mr. Atiq Ahmed, Technical Asst. (T-5) Division of Agriculture Physics, IARI, Pusa Campus, New Delhi-110012	Sh. Kamal Kumar Asst. Admin. Officer Division of Agriculture Physics, IARI, Pusa Campus, New Delhi-110012 Email:-kamaliari22@gmail.com

**Division of Agriculture Physics**  
**IARI- Indian Agricultural Research Institute, New Delhi - 12**

F.No.AP/7-36/2023-24

**SERVICE LEVEL AGREEMENT FOR JOB WORK CONTRACT**

1. The firms are advised to survey the field/ farm and operations to be executed before responding to the job contract. For this purpose, firm may contact Farm Incharge/ Farm Manager of Division of Agriculture Physics.
2. If the L-1 firm quotes predatory (very low) rates for job work items, the committee of center reserves the right to allot the work items to the bidder with reasonable rates.
3. **L-1 firm will be awarded on the basis of consolidated rate selected by GeM on the basis of total rate. Item wise rates may also be considered as per discretion of the Competent Authority.**
4. 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 9.00 am to 5.30 pm but not exceeding to the permissible hours for each man days.
5. The contractor/agency shall provide good and reliable persons with robust health and clean record as per labour acts prevalent in the concerned state government and comply with all the laws/acts of central/state govt. relating with this contract made applicable from time to time. In case any of the personnel so provided is not found suitable, the Institute shall have the right to ask for their replacement without giving any reasons thereof and the agency shall on replace such persons immediately. The contractor/Agency shall provide the list of workers working in the beginning of contract. Changing of Staff/Supervisor should be intimated to the farm In-charge/Manager of Division of Agriculture Physics. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract immediately
6. All the personnel deployed will perform their duty in proper uniform and shoes/gum boots. The agency shall, at its own cost, provide suitable uniform/protected clothing (both summer and winter) to the personnel with identity cards. The contractor shall alone be fully responsible for safety/security and insurance or life insurance of their personnel and Institute shall not be liable for any compensation in case of any fatal injury/death caused or by any manpower while performing /discharging their duties.
7. The staff provided should also maintain secrecy and discipline in the premises of Institute.

8. 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.**
9. 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.
10. **The Contractor will make the payment of Wages from his own by 7<sup>th</sup> day of each month positively to the deployed personnel through their bank account only and submit the e-payment receipt, other documents along with the monthly bill to this office for payment. The office will release the payment while presenting the bill in office in proper format & correct in all respect on reimbursement basis.** EPF/ESI contribution of the employee will be deducted from the wages as per statutory norms. Contractor will ensure minimum wages/EPF/ESI to be paid to the contractual manpower as prescribed by Govt. of NCT of Delhi/State/Centre Govt. from time to time and provide proof with monthly bill(s). He will maintain the record of wages paid, attendance, EPF, ESI and GST deposit and submit such records to the authorized Officer of the Institute regularly every month along with the bill. The GST or any other tax which is as per rule of the Central/State Govt. shall be the liability of the Contractor/Service Provider to deposit in the concerned departments. The IARI will deduct applicable TDS/Surcharge under Section 94-(C) of the Income Tax Act, 1961 from the Contractor's bill as per prevailing rules. The competent authority may verify the required equipments and manpower at any time failing which bill may be deducted accordingly on the basis of loss of work or tender can be cancelled. It will be the sole responsibility of the Contractor to ensure compliance with the labour laws and regulation in force. Institute will not have any liability on its part over such issues. In case service provider fails to make any statutory or contractual payment, then the IARI shall have the right to realize this amount from the Security deposit of the Contractor.
11. The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave etc. under intimation to this office.
12. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
13. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR/IARI for the purpose. All complaints should be immediately attended to by the Agency. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and INSTITUTE shall in no way be responsible for settlement of such issues whatsoever.

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. 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.
15. The contractor shall be responsible for any loss, theft or damage to the life and/or property of the employees of the IARI and/or property of the IARI shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency. The contractor shall be liable to pay the losses and damages as decided by the competent authority, IARI. The amount of losses/damages will be recovered from either bills/security deposit of the contract.
16. The terms and conditions as stipulated in the bid documents and enclosed herewith, shall be part of the agreement which shall be executed between the IARI and successful bidder/ contracting agency.
- 17. Successful bidder/Firm will have to enter into a detailed contract agreement with IARI on non- judicial stamp paper of Rs. 100/- (One hundred only) for awarded job work in a format attached (Annexure-V) herewith this bid document.**
18. The firm will have to provide all necessary equipment for carrying out crop activities as per scope of work.
19. The terms and conditions reflected in the format of draft affidavit (Annexure-V) attached are only tentative in nature and necessary changes, as deemed fit, shall be incorporated as per advice of Legal Cell, ICAR-IARI, at the time of awarding the Job/Work contract.

(DRAFT SPECIMEN AGREEMENT)

This agreement is made at (place).....on.....  
(month/year)------(day) between the **first party or its authorized  
representatives, successor, assignees etc. (name & address of the firm)**-----  
and.....(**Head, Division of Agriculture  
Physics, ICAR-Indian Agricultural Research Institute,**) on behalf of **The Director, ICAR-  
Indian Agricultural Research Institute** on the other party.

Whereas the (Institute) has decided to assign the annual job work contract for providing  
(nature of job) -----at (Name of the Institute & location) -----  
-----to the firm on the terms and conditions here in after  
contained.

**NOW IT IS HEREBY AGREED by and between the parties here to as follows:-**

1. This agreement shall come into force w.e.f. (date) -----to -----and will remain in force for a period for one year but can be terminated by the Principal Employer by giving one calendar months' notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, if necessary as per requirement, on mutually agreed terms.
2. The firm shall be responsible for annual job work contract for providing ----- (nature of job).....at.....(Location).
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall be available all times and for all purpose be deemed to be employee of the firm and the ----- (name of the Institute.) shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at ----- (name of the Institute.) Premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The ----- (name of the Institute) shall have the right to ask for the removal from the Institute premises of any personnel considered by the -----(name of the Firm.) to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the (name of the Institute).
7. The manpower deployed by the Agency should work as per the working days and timings of the----- (name of the Institute). No extra wages will be paid for attending office on weekends, holidays and late - sitting.

8. Monthly consolidated charges for job/work contract for providing services at ----- (name of the Institute) will be given as per terms and conditions specified and scope of work as per Schedule-I in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Institute. The firm will raise a bill of this amount on **1<sup>st</sup> week of working day of every month** and the payment released by the Institute through online mode to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challans along with **list of persons showing deposit of ESIC, EPF with the concerned agencies and attendance of workers/Supervisors** are also to be deposited with the bill.

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

10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the----- (name of the Institute). The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.

11. That the 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 Institute) 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 Institute) would be right to may cancel the contract.

15. That the Firm agrees to discharges all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act. 1970, workmen's Compensation Act, 1943, E.P.F., E.S.I. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified - ----- (name of the Institute) on account of any failure to comply with the obligations under various laws or damage to----- (name of the Institute) 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 Institute) and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ----- (name of the Institute) against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/ workmen shall have no claim to absorption/

regularization and financial benefits etc. that are admissible to regular employees in the office of ----- (name of the Institute).

17. The contract will be awarded absolutely on the basis of job assigned and payment will be made to the contractor on satisfactory work completion report to be obtained from end user. Agency should pay all statutory dues to its workers strictly in terms of various acts and labour laws including MINIMUM WAGES/ESI/EPF etc. The contractor shall also ensure compliance of all laws applicable and /or to be made applicable and the IARI shall not be liable for the same and the Contractor indemnifies IARI in all respects thereof.

18. The contract is subject to the conditions that the firm shall comply with all the laws/wages and by laws of Central Govt. /State Govt. / NCT of Delhi as applicable relating to this contract.

19. In case of any loss or damage to the property of the Council at which is attributable to the firm, the full damages will be recovered from the firm.

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

21. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligently and honestly.

22. In case of any accident/ loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the Firm.

23. There will be surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.

24. The firm shall provide a Co-coordinator for immediate interaction with the organization. The contractor shall work co-operatively and amicably with In-charge, residents and other contractors working in the Campus

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

**PENALTY CLAUSE/ LIQUIDATED DAMAGES CLAUSE:-**

1. **PENALTY CLAUSE:** - If the number of worker (s) are found less than the minimum required under the contact or work is not up to the mark in any Section, It will be brought to the notice of the supervisory staff of the firm by authorized officer of IARI and if no action is taken within one hour liquidated damages clauses will be invoked, a penalty of **Rs. 1000/- (Rupees One Thousand)** per day will be deducted from the bill. Not with-standing anything above, the Director, IARI reserves the right to reject any or all tenders in whole or in part without assigning reasons therefore. The decision of Director, IARI shall be final and binding on the



contractor/agency in respect of any clause covered under the Contract. IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

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

1. That the Firm agrees with all the terms & conditions mention in the Tender document shall comply with all the laws/wages and by laws of Central Govt. /State Govt. / NCT of Delhi as applicable relating to this contract.

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

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

**Sign. Of Contractor/Authorized  
Representative of Agency  
Dated signatures with Seal  
(Full Name, Mobile No. &  
Address of the firm)**

**Sign. Of Head/Incharge of Indenting Unit  
(For & on behalf of Secretary, ICAR/Director, IARI)  
Dated signatures with Seal  
(Full Name & Address)**

**Witness (Contractor/Agency): -  
(Full Name, Mobile No. & Address)**

**Witness (Indenting Unit):-  
(Full Name & Address)**

1.....

1.....

2.....

2.....

**Division of Agriculture Physics**  
**IARI- Indian Agricultural Research Institute, New Delhi - 12**

F.No.AP/7-36/2023-24

**Payment**

**Payment to the deployed labourer by firm:**

1. The firm has to pay the minimum wages as prescribed by Central/State Govt. whichever is on higher side for workers employed in agricultural activities and increase wage, if any, duration of contract period.
2. The Contractor will make the payment of Wages from his own by 7<sup>th</sup> day of each month positively to the deployed personnel through their bank account only and submit the e-payment receipt, other documents along with the monthly bill to this office for payment. The office will release the payment while presenting the bill in office in proper format & correct in all respect on reimbursement basis.
3. EPF/ESI contribution of the employee will be deducted from the wages as per statutory norms. Contractor will ensure minimum wages/EPF/ESI to be paid to the contractual manpower as prescribed by Govt. of NCT of Delhi/State/Centre Govt. from time to time and provide proof with monthly bill(s). He will maintain the record of wages paid, attendance, EPF, ESI and GST deposit and submit such records to the authorized Officer of the Institute regularly every month along with the bill. The GST or any other tax which is as per rule of the Central/State Govt. shall be the liability of the Contractor/Service Provider to deposit in the concerned departments.
4. The Firm will not charge placement charges and /or on any other unauthorized deduction from the salary of manpower deployed at the Division of Agriculture Physics, IARI. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at a later stage, reports are received that the Contractor/Contracting Firm has charged the manpower on any account.
5. The contractor is solely responsible to pay the payments for the labour engaged by him well in time and fulfill all the administrative formalities for clearing of his bills in a timely manner. In the event of any unrest in the campus due to delayed payments from the contractor if any accrued the institute will be at liberty to assess and recover the loss accrued to the institute on account of default on the part of the Contractor. Such deduction shall be commensuration with the loss accrued to the institute due to default of the contractor on this account which will be assessed by the institute. The contractor will have to submit the monthly ESI and EPF statement along with bill for payment. Income Tax and other taxes (if any) will be deducted from the payments due for the work done as per rule.

**Payment of the firm:-**

1. The Contractor will have to submit work completion report for its monthly work by 7<sup>th</sup> of each succeeding month along with his monthly bill. The progress report should be supported by the 'Work Satisfactory Report' to be collected by the contractors from authorized representative of Institute in token having worked done as per satisfaction of users.
2. Payment for service contract will be made monthly upon submission of pre-receipted bill in proportion of completed work with satisfactory report and shall be made 'monthly basis' after production of following proof:-
  - i. Documentary proof of disbursement of wages of the workers.
  - ii. The copy of ESIC/EPF and GST challan.
  - iii. Any other document required for the purpose.
3. There can be an increase/ decrease in the work up to 20% and firms will be bound to accept the increase/decrease in the work accordingly.
4. Income Tax/TDS will be deducted from the payments due for the work done as per rule.

**Division of Agriculture Physics**  
**IARI- Indian Agricultural Research Institute, New Delhi - 12**

F.No.AP/7-36/2023-24

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