



**ICAR- INDIAN AGRICULTURAL RESEARCH INSTITUTE
PUSA, NEW DELHI-110 012
(PERSONNEL -V SECTION)**



F.No.2-1/2020.P.V

Dated:24.06.2020

NOTICE INVITING E-TENDER THROUGH E-PROCUREMENT


Online Bids, under two bid systems, on behalf of the Director, ICAR-IARI, New Delhi are invited from interested registered/well-established/reputed manpower service providers through e-Tender enquiry for outsourcing of manpower for driving official vehicles, Tractors, Bus, Auto Mechanic, Fitter, Welder, Earth Mover Operator of ICAR-IARI, Pusa, New Delhi for a period of one year which is extendable for a further period up to two more years(Total 03 years) subject to satisfactory performance of the agency. Initially the services are required for approximate 40 points per day. However the number of points can be increased or decreased as per the work requirement of ICAR-IARI, New Delhi. Tender document along with a DD/BG/FDR/Pay Order of Rs.250000/- (Rs. two lac and fifty thousand only) as bid security/earnest money(EMD) in favour of the Director, ICAR-IARI, New Delhi payable at New Delhi may be sent to Asst. Admn. Officer, P-V Section, ICAR-IARI, Pusa, New Delhi-110012. The detail of tender is enumerated in the following annexures. Any clarification may be sent to aao_p5@iari.res.in Please read the annexure attached with it before bidding.

Annexure-1	Instructions and invitation of tender
Annexure-2	Acceptance of terms and conditions by bidder
Annexure-3	Technical bid
Annexure-4	Bidder's Experience
Annexure-5	General Information and terms and conditions of the tender
Annexure-6	Draft Specimen Agreement
Annexure-7	Undertaking

Tender No.	F.No.2-1/2020.PV
Name of Organization	ICAR-Indian Agricultural Research Institute, PUSA, New Delhi-12.
Date and time for issue/publishing	24.06.2020 12:00 Noon
Document Download/Sale Start Date and Time	24.06.2020 02:00 PM
Document Download/Sale End Date and Time	15.07.2020 12:00 Noon
Bid Submission Start Date and Time	24.06.2020 02:00 PM
Bid Submission End Date and Time	15.07.2020 12:00 Noon
Date and Time for Opening of Technical Bids	16.07.2020 12:00 Noon
Address for Communication	Room No.5, Asst. Admn. Officer, Directorate, ICAR-IARI, Pusa, New Delhi.

bsl

1. The tender form/bidder document may be downloaded from the Website: www.iari.res.in and <https://eprocure.gov.in/eprocure/app>. Online Submission of Bids only through Central public procurement portal(<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual bids shall not be accepted. Tenderers/bidders are requested to visit the website: (<https://eprocure.gov.in/eprocure/app>) regularly. Any changes/modifications in the tender inquiry will be intimated by corrigendum through this website only.
2. In case, any holiday is declared by the Government on the day opening, the tenders will be opened on the next working day at the same time. The ICAR-IARI, Pusa, New Delhi reserves the right to accept or reject any or all the tenders.
3. Earnest Money Deposit/ Bid-Security: The interested firms are required to deposit (in original) an EMD of Rs.250000/- (Rs. **two** lac and **fifty** thousand only) in the form of DD/BG/FDR/Pay Order issued by any Nationalized Bank in favour of Director, ICAR-IARI, New Delhi along with a copy of Bid Submission ID/Acknowledgement(as downloaded from cppo) at Room No.5, Asst. Admn. Officer(P-V), ICAR-IARI, Pusa , New Delhi-110012. The EMD along with a copy of Bid Submission ID/Acknowledgement should be reached on or before **15.07.2020, 12:00 Noon**. The EMD will be refunded after award of contract without any interest thereon and on the forfeiture of the same will be as per the rules. The bid(s) received without EMD or without valid certificate meant for exemption from bid security will not be considered. The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises(MSME) or are registration with the Central Purchase Organization or the concerned Ministry or Department are exempted from depositing bid security.


Asst. Admn. Officer, P-V
ICAR-IARI, New Delhi

ICAR-Indian Agricultural Research Institute
Pusa, New Delhi-110012.

INVITATION TO E-TENDER NOTICE AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR OUTSOURCING THE SERVICES FOR DRIVING OFFICIAL VEHICLES, BUS AND TRACTORS, AUTO MECHANIC, FITTER, WELDER, EARTH MOVER OPERATOR OF ICAR-IARI, PUSA, NEW DELHI FOR A PERIOD OF ONE YEAR WHICH IS EXTENDABLE FOR A FURTHER PERIOD UPTO TWO MORE YEARS(TOTAL 03 YEARS) SUBJECT TO SATISFACTORY PERFORMANCE OF THE AGENCY.

From:
Asst.Admn. Officer(P-V)
Room No.5,
Director's Office
ICAR-IARI, PUSA,
New Delhi-110012.

To:
.....
.....

Dear Sir(s),

Online Bids are hereby invited on behalf of the Director, ICAR-IARI, New Delhi for outsourcing the services for driving official vehicles, bus and Tractors, Auto Mechanic, Fitter, Welder, Earth Mover Operator of ICAR-IARI, Pusa, New Delhi for a period of one year which is extendable for a further period up to two more years(Total 03 years) subject to satisfactory performance of the agency on the existing terms & conditions at ICAR-IARI, Pusa, New Delhi-110012.

1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the ICAR-IARI, Pusa, New Delhi as detailed in the tender forms and its annexure. Please offer your rates in the online tenders 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/bid-security of Rs.250000/- (Rs. two lac and fifty thousand only) must be in the form of DD/BG/FDR/Pay Order in favour of Director, ICAR-IARI, New Delhi. The bid(s) received without EMD or without valid certificate meant for exemption from bid security will not be considered. The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy with monitoring unit issued by

Department of Micro, Small and Medium Enterprises(MSME)/NSIC will be considered for exemption of EMD with a valid registration certificate along with the monetary limit as per extant rules of GOI upon submission of the certificate along with the bid.

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 resale 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/bid security will be forfeited by the ICAR-IARI, Pusa, New Delhi. In the event of the offer made by the tenderer not being accepted, the amount of earnest money/bid-security deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the ICAR-IARI, New Delhi.
4. The schedules/annexures of the tender form should be duly filled in all respect and signed before uploading online. In the event of the space provided on the schedule/annexures from being insufficient for the required purposes, additional pages may be added and/or updated. 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 online 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 and schedules/annexure as required is not given therein or if the particulars asked for in the schedules/annexure to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of {i} a sole proprietor of the firm of constituted attorney of such sole proprietor, or {ii} a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the partnership whether by virtue of the partnership agreement or power of attorney or {iii} constituted attorney of the firm if it is a company.
6. If a tenderer does not accept the offer, after issue of letter of award by ICAR-IARI, Pusa, New Delhi within 15(Fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money/bid-security will be forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the

ICAR-IARI, Pusa, New Delhi shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure(s), if any, should be signed by the tenderer.

8. Bids are invited through e-procurement system of CPPP under two-bid system(Technical and Financial bids). Both technical and financial bids should be uploaded online. After evaluation of technical bid, the financial bid will be opened. Financial bid will be opened only of those tenderer who qualify technically.
9. The firm will quote rates for manpower contract in BOQ. Tenders will be opened on the schedule date and time.
10. An amount equivalent to 5% of the annual value of contract is to be deposited by the selected agency/successful tenderer as Performance Security Deposit only after receiving a communication from the ICAR-IARI, Pusa, New Delhi. In the event of non-deposition of the same, the earnest money will be forfeited.
11. No interest on security deposit and earnest money deposit shall be paid by the ICAR-IARI, Pusa, New Delhi to the tenderer.
12. The Contractor/firm will be reimbursed for each manpower at the rates as quoted by the firm in BOQ as well as accepted by the ICAR-IARI. The agency shall be wholly responsible for compliance of all statutory provisions relating to minimum wages, EPF & ESI in respect of personal deployed by it at ICAR-IARI, Pusa, New Delhi. The agency shall certify that they have complied with all the statutory obligation in each bill submitted. While the service charges quoted by the agency/bidder in BOQ shall remain unchanged through out the entire period of the contract, however, the minimum wages & other statutory liabilities shall be revised as per the notifications/orders issued by the Govt. of India or NCT of Delhi, whichever is higher from time to time during the Contract.
13. Overtime on hourly basis to the drivers engaged to be calculated as per rule of Govt. of India, shall be given by the Department IARI, firm will raise the bill accordingly duly verified by In-charge, Transport.
14. The GST or any other tax which is as per the rules of the Govt. of NCT of Delhi or 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.

15. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, **bids quoting 'NIL' charges/consideration shall be treated as unresponsive bid and will not be considered.**
16. The Firm has to discharge all legal obligation in respect of deployed/engaged 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.I. & M.P. Act, 1952 etc. The 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/omission of Firm.
17. The successful firm/bidder shall have to furnish a licence to be issued by concerned department under the Contract Labour (Regulation & Abolition) Act.
18. Under no circumstances, the employees/workmen deployed/engaged by you shall be treated, regarded or considered or deemed to be the employees of IARI and the firm alone shall be responsible for their remuneration, wages and all other benefits etc. The Firm shall indemnify and keep indemnified the IARI against any claim that it may have to meet towards the employees/workmen of the firm. The Firm's employees/workmen shall have no claim to absorption/regularization.
19. The Director, ICAR-IARI, Pusa, New Delhi reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR-IARI, Pusa, New Delhi, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.
20. Decision of the Director, ICAR-IARI, Pusa, New Delhi shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure or settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-IARI, New Delhi. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
21. Acceptance by the ICAR-IARI, Pusa, New Delhi will be communicated by fax/email, express letter or any other form of communication or uploaded on the portal. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/email, express letter etc. should be acted upon immediately.
22. 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.

23. The ICAR-IARI, Pusa, New Delhi 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 view valid reasons. Conditional tenders will not be accepted.
24. 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 the ICAR-IARI, New Delhi and if no action is taken within one hour liquidated damages clauses will be invoked.
25. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person will have to be replaced immediately.
26. If the required number of workers/supervisors are less than the minimum required as penalty of Rs.1000/- per worker per day will be deducted from the bill.
27. Manpower shall only be removed or discontinued on approval/permission of the In-charge, Transport or the office. Any breach shall liable to be forfeiture of Security Money.
28. Firm shall pay the wages to drivers by 7th of every month without fail as per labour laws and will meet all statutory liabilities.
29. Firm shall pay the wages and meet the statutory liabilities from their pocket in the first month, and reimbursement of the same shall be made on production of bill by the firm. Wages of 2nd month and onwards shall be made on production of bill by the firm after getting the reimbursement of preceding month. Firm will produce the bill by every 7th of the month to the In-charge, Transport or Office; the reimbursement of the payment shall be made only on production of challan in respect of ESI, EPF etc. issued by the concerned authority. All the payment of ESI & EPF must follow the **ceilings of statutory norms**. If the delay is caused in reimbursement of bill by the firm and subsequently payment by the office is released late, the firm is liable to pay the wages to the workmen(drivers) and will meet the statutory liabilities from their pocket. Delay in payment of wages and failure in meeting statutory liabilities will attract forfeiture of Security Money. The Agency shall submit monthly bills on consolidated basis to Joint Director(A) after getting it verified from the concerned Indenters/Units for payment.
30. The Service Charges to be charged by the service provider to be quoted separately which will be the Indicator of selection of L-1 bidder. In case of more than one bidder L-1 is found; the contractual work shall be awarded on the basis of aggregate higher turn-over during last three years 2016-17, 2017-18 and 2018-19.
31. The decision of the Director, ICAR-IARI, New Delhi shall be final and binding on the contract/agency in respect of any clause covered under the contract and any

matter incidental to the contract. In case of more than one bidder L-1 is found, the contractual work shall be awarded on the basis of higher turn-over during last three F.Y. 2016-17, 2017-18 and 2018-19.

32. The Director, ICAR-IARI, Pusa, New Delhi reserves the right to modify/or cancel any of the terms and conditions of the contract as mentioned in further annexure of this document, at its discretion, in the interest of the job/work.

33. The following document/vouchers are required to be uploaded with the technical bid:-

- a) Scanned copy of Earnest Money Deposit (EMD).
- b) Scanned copy of Registration Certificate documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder.
- c) Scanned copies of EPF and ESI Certificate, Labour License issued by the concerned department(s) including CLRA, 1970 License.
- d) Scanned copy of numbers of staff registered under ESI & EPF separately for three months i.e. January, February, March, 2020. Documentary proof of Challan/Vouchers should be attached.
- e) Scanned copy of valid certificate submitted for exemption of bid security, if applicable.
- f) Scanned copies of proof of last three year's continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies of Govt. of India/corporations of Govt. of India/ reputed public or private organizations, with details in enclosed tabular form (Annexure-4).
- g) Scanned copies of proof of the satisfactory services where the tenderer is providing the services for each of the last three financial years i.e. 2016-17, 2017-18, 2018-19
- h) Scanned copy of proof of minimum turnover of the firm not less than Rs. 1,50,00,000 (Rupees one crore and Fifty Lakhs Only) during each of the last three financial years i.e. 2016-17, 2017-18, 2018-19.
- i) Scanned copy of Audited Balance Sheet of the firm for last three financial year i.e. 2016-17, 2017-18, 2018-19 by the Chartered Accountant.
- j) Scanned Copies of Certificate(s) of PAN and GST Number & Service Tax Registration.
- k) An Undertaking as per attached Format duly attested by Central 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.
- l) Total monetary value of services performed for each of the last five years.
- m) Authority to seek correspondence from the bidder's bank.
- n) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount.
- o) Latest Bank Solvency Certificate amounting to Rs.20,00,000 (Rupees twenty lac only) should not be more than three months old.

Only those firms will be considered for opening of Financial Bid who will qualify in the Technical Bid.

Yours Faithfully


Asst. Admn. Officer (P-V)

For and on behalf of the Director,
ICAR-IARI, Pusa, New Delhi

Annexure-2

TENDER FOR PROVIDING OUTSOURCING SERVICES FOR DRIVING/BUS DRIVING/TRACTOR DRIVING, AUTO MECHANIC, FITTER, WELDER, EARTH MOVER OPERATOR SERVICES(40 POINT) AT ICAR-IARI, PUSA, NEW DELHI-110012.

From _____

To,
The Asst. Admn. Officer(P-V)
Room No.5
Director's Office
ICAR-IARI, PUSA,
New Delhi-110012.

I/We have read all the particulars regarding the general information and other terms and conditions of the contract for PROVIDING OUTSOURCING SERVICES FOR DRIVING/BUS DRIVING/TRACTOR DRIVING, AUTO MECHANIC, FITTER, WELDER, EARTH MOVER OPERATOR (40 POINT), which may increase or decrease as per requirement AT ICAR-IARI, PUSA, NEW DELHI & Its RS/RC/KVK and agree to provide the services as detailed in the schedule/annexures herein or to such portion thereof as you may specify in the acceptance of the tender and I/We agree to hold this offer open till 90 days. I/We shall be bound by a communication acceptance dispatch within the prescribed time.

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

- a. The following pages have been added & uploaded to and form a part of this tender _____. The annexure to accompany this tender are at pages _____.
- b. Every page so attached with this tenders bears my/our signature(s) and the office seal.
- c. Pay order/DD No. _____ of Rs. _____ drawn in favour of **Director, IARI, New Delhi** and payable at **New Delhi** has been sent to AAO(P.V), ICAR-IARI, New Delhi.

Yours faithfully,

Date:

Signature & Seal of the Tenderer

Signature of witness:

Telephone No.:

Name & Designation

Office:

Address:

Mobile:

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TECHNICAL BID**Annexure-3****Yes/No**

1	Scanned copy of Earnest Money Deposit (EMD)	
2	Scanned copy of Registration Certificate documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder	
3	Scanned copies of EPF and ESI Certificate, Labour License issued by the concerned department(s) including CLRA, 1970 License.	
4	Scanned copy of numbers of staff registered under ESI & EPF separately for three months i.e. January, February, March, 2020. Documentary proof of Challan/Vouchers should be attached.	
5	Scanned copy of valid certificate submitted for exemption of bid security, if applicable	
6	Scanned copies of proof of last three year's continuous experience of the firm in the field of providing driving services in Central Govt. establishments/ autonomous bodies of Govt. of India/corporations of Govt. of India/ reputed public or private organizations, with details in enclosed tabular form(Annexure-4).	
7	Scanned copies of proof of the satisfactory services where the tenderer is providing the services for each of the last three financial years i.e. 2016-17, 2017-18, 2018-19	
8	Scanned copy of minimum turnover of the firm not less than Rs. 1,50,00,000(Rupees one crore and Fifty Lakhs Only) during each of the last three financial years i.e. 2016-17, 2017-18, 2018-19	
9	Scanned copy of Audited Balance Sheet of the firm for last three financial years i.e. 2016-17, 2017-18, 2018-19 by the Chartered Accountant.	
10	Scanned Copies of Certificate(s) of PAN and GST Number and Service Tax Registration	
11	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.	
12	Total monetary value of services performed for each of the last five years	
13	Authority to seek correspondence from the bidder's bank.	
14	Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount.	
15	Latest Bank Solvency Certificate amounting to Rs.20,00,000 (Rupees twenty lac only) should not be more than 03 months old	

Date:

Place:

AUTHORISED SIGNATORY

Details of the Minimum 3 years' experience/work done.

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

(Authorized Signatory)



Terms and Conditions of the outsourcing of services of Drivers (LMV), Bus Driver(HMV),Tractor Driver(HMV), Auto Mechanic, Fitter, Welder, Earth Mover Operator

1. The staff provided should be capable of reading and writing Hindi and English with minimum qualification as prescribed below:-

S N	Name of post	Scope of Work	Qualification
1	Driver(LMV)	Driving of Light Vehicle	Matric and valid driving Licence (LMV)
2	Driver(HMV)	Driving of Tractor/Bus	Matric and valid driving Licence (HMV)
3	Auto Mechanic	Repair and maintenance of tractor and farm machinery /implement	Matric and ITI from recognized institutions of NCVT/SCVT in the trades of Mechanic Motor Vehicle/Tractor Mechanic
4	Fitter	Repair and maintenance of farm machinery/implement with special emphasis as fitter	Matric and ITI from recognized institutions of NCVT/SCVT in fitter trade
5	Welder	Repair and maintenance of farm machinery/implement with special emphasis as Gas/ Electric Welder	Matric and ITI from recognized institutions of NCVT/SCVT in Welder trade (Gas and Electric)
6	Earth Mover Operator	Operate Heavy-duty vehicle such as backhoe loader/excavator/tele handler to perform operation like digging, excavating, pruning, moving heavy machinery and parts.	Matric and valid driving Licence (LMV & HMV)

- The Service provider shall make good loss(es)/damage(s) incurred by the manpower provided by him to IARI, New Delhi, while on duty. Decision of the Director, IARI in this regard shall be final and binding on party concerned.
- The services staff should follow strict attendance and alternative arrangements are to be by the agency whenever anyone of staff is to go on leave under intimation to IARI. Changing of staff should be intimated to concerned division/section of IARI, New Delhi and shall be done with the permission/approval of the In-charge, Transport Office or Office.
- The engaged person must report for duty at IARI, New Delhi for any other duty so assigned in proper uniform. The staff provided should maintain secrecy and discipline in the premises of IARI, New Delhi. The normal office hours of the IARI's Offices is from 9:30 AM to 4:30 PM. However, IARI reserves the right to depute the contractual personnel on Saturday/ Sunday/ Holiday/beyond office hours. And wages shall be paid accordingly as per labour laws. The Firm will also provide the manpower at IARI RS/RC/KVK- Indore, Shimla, Katrain, Samastipur, Karnal, Wellington, Kalimpong, Dharwad, Pune, Dharwad, Gurgaon.
- The Service Charges to be charged by the service provider to be quoted separately which will be the Indicator of selection of L-1 bidder. In case of more than one bidder L-1 is found; the contractual work shall be awarded on the basis of aggregate higher turn-over during last three years 2016-17, 2017-18 and 2018-19.
- The IARI reserves the right to reject any or all quotations in whole or in part without assigning any reasons thereof. The decision of the Director, IARI shall be final and binding on the Contractor/Agency in respect of clauses covered under the contract.
- In case of any dispute, the matter will be decided mutually. If the dispute still persists, the matter will be referred to sole arbitrator decided by the Director, IARI, New Delhi as per arbitration and reconciliation Act, 1996.
- The contractor shall not sublet/assign the work to any other agency/sub-contractor.

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 at IARI as per labour Acts prevalent in NCT of Delhi/Govt. of India. The agency shall employ good and reliable persons with robust health of age group of 21 to 55 years. In case any of the personnel so provided is not found suitable by the IARI, the IARI shall have the right to ask for his replacement without giving any reason thereof and the agency shall 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 for any purpose whatsoever and there will be no employer-employee relationship between the IARI and the persons so engaged by the contractor/firm in the aforesaid services. They will be employees of the contractor for all purposes.
12. Payment for service contract will be made monthly upon submission of pre-receipted bill along with necessary documents/challans of ESI/EPF etc. Bills in triplicate must be submitted to IARI office by the 2nd working day of the succeeding month duly complete in all respect for payment to be made by IARI.
13. Tax will be deducted from the payment due for the work done as per rule.
14. The contract is subject to the condition that the bidder will comply with all the laws and acts of Central Govt. relating to this contract applicable from time to time.
15. Risk Clauses: IARI reserves the right to discontinue the services at any time, if the services are found unsatisfactory by giving a notice 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.
16. The Contractor/Agency will furnish to the IARI, New Delhi, the full particulars of the personnel provided Name, Father's Name, Age, Photograph, Permanent Address, Telephone Number and Copy of Driving license etc. and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/Police and also ensure that they possesses the requisite academic/technical qualifications and experience for rendering the requisite services to the IARI, New Delhi.
17. This will be in the form of Service Contract for a specified period Twelve Calendar months and not a labor contract. However, on the basis of performance, the contract would be considered for further extension up to 24 months (total 36 months) subject to both parties agreeing to it.
18. The personnel provided shall be under the direct control and supervision of the Contractor/Agency. However, they shall comply with the oral and written Instructions given on day to day basis by the Officer(s) authorized by the IARI from time to time. They will be bound by office timings, duty, placement, locations etc. as decided by the IARI.
19. The Contractor/Agency shall make payment of remuneration/wages to its personnel before or on 7 of every month by e-payment only. After making the payment, the Contractor shall raise the bill on the IARI for payment of the settled amount. They will submit to the IARI a copy of the payment vouchers duly signed by the workers for each month along with copy of Challans for submission of EPF and ESI contribution.
20. The agreement is terminable with one month notice from IARI. If the service provider wants to ~~rescind~~ the contract voluntarily or otherwise, he is required to give a notice of at least three months failing which the amount of security deposit including any other dues will be recovered from him for making alternate arrangement till the new contract is assigned to the other party.
21. The Service Provider (Manpower Supply Firm/Contractor) shall in no case pay its employees less than the minimum wages fixed by the Central Govt. or Govt. of NCT of Delhi whichever is higher and the firm will pay such revised rates and shall be reimbursed by the office. (Liable to be changed every six month i.e. 1st April & 1st October every year).
22. The Service Provider shall abide by all the law 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 burden duty shall be the exclusive responsibility of the service provider and it shall not involve IARI in anyway whatsoever. Compliance of these provision shall be ensured at the times to making monthly payments.

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 contract for providing (nature of job)..... at(Name of the Instt.)..... (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 calendar month's notice in writing of its intentions to terminate the Agreement the Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for outsourcing of allied services 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. Monthly reimbursement for each manpower at the rates as quoted by the firm as well as accepted by the IARI for providing services at..... (name of the Instt.)..... is as per terms and conditions specified and scope of work as per **Annexure-5 & BOQ** in the tender document including all the taxes viz. EPF, ESI, GST etc. and other taxes as applicable will be paid to the firm by the IARI. The firm will raise a bill of this amount on 7th working day of every month and the payment released by the IARI subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan along with list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.

8. The service charges quoted by the agency/bidder in BOQ shall remain unchanged through out the entire period of the contract, however, the minimum wages & other statutory liabilities shall be revised as per the notifications/orders issued by Govt. of India/Govt of NCT of Delhi from time to time, during the contract.
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.
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 and forfeit of security money.
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 front time to time, via. 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. That the firm agrees to furnish Labour License to be issued by concerned department under the Contract Labour (Regulation & Abolition) Act, within 01 month from award of contract /agreement.
17. 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 way have to meet towards the employees/ workmen of the Firm. Firm's employees/ workmen shall have no claim to absorptions regularization and financial benefits etc. that are admissible to regular employees in the office of(name of the Instt.) . . .
18. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt./Govt. of NCT of Delhi as applicable relating to this contract.
19. In case of any loss or damage to the property/vehicle of the Council at which is attributable to the firm, the full damages will be recovered from the firm.
21. The Firm shall not transfer its right or sub- contract to anyone else.
22. The Firm or its workers shall not misuse the premises allowed to them for any purpose other than for which contract is awarded.

23. 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.

24. 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.

25. There will be surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be restored by the contractor within 2 hours of its bringing to his notice.

26. The firm shall provide a Coordinator for immediate interaction with the organization.

27. 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.

28. All the terms and conditions as stipulated in the IARI Tender Document No. -----Dated----- shall be part of the agreement.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

1. An amount of Rs. 1000/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by.....(Name of the Institute). and if no action is taken within one hour liquidated damages clauses will be invoked.

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

3. If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 1000/- per worker per day will be deducted from the bill.

4. The decision of (Competent authority in the Instt.) shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

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

Name & Address of the firm
Witness:- 1.

(For the Institute)



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 brief 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 ICAR 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 ICAR any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India 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, she/he represent. We authorize IARI to approach individuals, employees, firms and corporations to verify our competence and general reputation.

Signature: _____

Name: _____

Designation.: _____

Address.: _____

Place & Date

