



भाकृअप-भारतीय कृषि अनुसन्धान संस्थान, क्षेत्रीय केंद्र, पुणे
सर्वे सं. १२५ ऐ, बाणेर फाटा, आई. टी. आई. रोड, औंध, पुणे-४११००७
ICAR-Indian Agricultural Research Institute, Regional Station, Pune
Survey No. 125A, Baner Phata, ITI Road, Aundh, Pune-411007



E-mail: head_pune@iari.res.in, Phone+20-25889968, Fax: 25889969

No. VR-9-4/Stores/ H & H /2018

Date: 27/08/2018

E-Procurement Tender Notice

Indian Agricultural Research Institute (IARI) Regional Station, Pune invites e-tenders for outsourcing the contract for Housekeeping (Health & Hygiene) Services at Indian Agricultural Research Institute (IARI) Regional Station, Aundh, Pune on contract basis for a period of **one year** and extendable by further one **years** subject to satisfactory performance of the Vendor and its willingness to continue on existing terms and conditions, as per requirement.

1. Details of Tender Deposits :-

Estimated Value to Tender : **Rs.5.60 Lakhs**

Earnest Money Deposit: **Rs. 11200/- (Rupees Eleven thousand two hundred only)**

Security Deposit: 7.5% of the estimated value of contract

2. Tender schedule:

Tender No.	F.No. VR-9-4/Stores/ H & H /2018
Date of release of Tender through e-procurement	05.09.2018 at 11.00 A.M.
Bid Submission Start date/time	05.09.2018 / 1300 hours
Last date & time for submission of bid	26.09.2018 at 1300 hours
Date & time for opening of technical bid	27.09.2018 at 1500 hours
Address for Communication	HEAD, ICAR-Indian Agricultural Research Institute, Regional Station, Baner Phata, I.T.I. Road, Pune-411007

On-line bids are invited under two-bid system through e-procurement system from registered/well-established/reputed firms for providing the services for Housekeeping (Health & Hygiene) Services at IARI R.S., Pune on contract basis for a period of one year and extendable by further two year subject to satisfactory performance at Indian Agricultural Research Institute, Pune 411007.

Tender form, terms & conditions and draft agreement can be downloaded free of cost from the website <http://eprocure.gov.in> and www.iari.res.in upto 1100 hours of 26.09.2018. On-line bids complete in all respects should be submitted through CPP portal <https://eprocure.gov.in/eprocure/app> only on or before the last date and time i.e. 27.09.2018 at 1300 hours

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

Please note that only online bids will be accepted.

Asstt. Adm. Officer

-2-

Indian Agricultural Research Institute, Regional Station, Pune 411007

Note :- All communications must be addressed to A.A.O., , I.A.R.I. Regional Station, Pune 411 007
(Phone no. 020-25889968)

From :

Asst. Admn Officer,

I.A.R.I. Regional Station, Pune 411 007 for and on behalf of Director, IARI

To

Dear Sir(s),

Open online tenders are hereby invited on behalf of the Director, IARI for contract of the **Outsourcing of Housekeeping (Health & Hyigene) Contract for Office-cum-Lab; Research Farm and Residential Quarters Premises at the I.A.R.I. Regional Station, Pune 411 007.**

1. The terms and conditions of the contract which will govern the contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tenders forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. An earnest money of **Rs.11,200/-** (Rupees Eleven thousand two hundred only) must be deposited in the form of demand draft/pay order valid for one year payable to Director, IARI. The tenders will not be considered if earnest money is not deposited with the tenders.
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 fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Institute.
4. The Schedules of the tenders form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, 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 tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.

6. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without. Any notice & earnest money will be forfeited.

-3-

7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, an enquiry it appears that the persons so signing had no authority to do so, the Institute shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
8. The rates quoted by each firm for job/service contract in tenders be given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of 'opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on tenderer's behalf should be indicated in the tenders. Name and address of permanent representative of the tenderer if any, may also be indicated.
9. The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to Tenders for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.
- 10. The security money equivalent to 7.5% of the estimated value of contract (as per GFR 158) has to be deposited by the successful tender** for the contract in form of an account payee demand draft, Fixed deposit Receipt of a commercial bank or Bank guarantee from a commercial bank drawn in favour of Director, IARI New Delhi-12 for the period of 90 days beyond the contract period is to be deposited by the selected agency/successful tenderer only after receiving a communication from the Institute. 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 Institute to the tenderer.
12. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and ICAR/IARI will not entertain any claim whatsoever in this respect. However the service taxes or any other tax which is as per the rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by Government/ICAR.
13. Director, IARI, New Delhi 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, not mandatory to be communicated to the tenderer.
14. Decision of Director, Institute shall be final for *any* aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director,

Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.

15. Acceptance by the Institute will be communicated by FAX/Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon possible, but the earlier instructions in the FAX/Telegram/Express letter etc, should be acted upon immediately.

-4-

16. The tender being submitted by the firm, all pages along with enclosures must be numbered. The following copies of the scanned documents/vouchers are self attested required to be **uploaded** with the tenders with technical bids. Only those firms providing the following documents would be considered eligible and also fill the page number for claiming the fulfillment of requisite conditions as given in the column item wise:

Documents required and to be arranged accordingly	Page No. of enclosures
<i>a) Submitting quotations on two bid system.</i>	
<i>b) EMD of Rs. 11,200/- (Rupees Eleven thousand two hundred only) in form of Bank draft drawn in favour of Director IARI Valid for three month.</i>	
<i>c) Registration certificate of the firm from Registrar of firms from the Govt. of NCT, Delhi/State Govt. of Registrar of companies under Companies Act.</i>	
<i>d) Minimum turnover of the firm not less than Rs. 5,00000/- (Rupees Five lakh only) during the last financial year.</i>	
<i>e) Balance Sheet of the firm for last year of the service contract Certified by the Chartered Accountant.</i>	
<i>f) Last three years continuous experience of the firm in the field of providing such services in Central Govt establishment/Autonomous bodies of Govt. of India/ Corporation of Govt. of India/reputed public or private organizations' provide the details in enclosed tabular form. Duly certified copy of satisfactory service where tenderer given service in last three years.</i>	
<i>g) Valid EPF registration certificate issued by local govt. etc.</i>	
<i>h) Valid ESI registration certificate issued by local govt. etc.</i>	
<i>i) Service Tax registration certificate issued by Govt. etc.</i>	
<i>j) Copies of the Challan of ESI, EPF & Service Tax deposited for the 2013-2014, 2014-15</i>	
<i>k) The Contractor/agency must have a Valid registration with the contract labour (Regulation & Abolition) Act, 1970 for other Govt. Estt. However, the contractor shall obtain the labour license under this act for Pathology Division IARI on award of work, if any</i>	
<i>l) A list with name of staff/supervisors registered with ESI Account & EPF Account No. separately. At least 25 nos. on the date of submission of tender (Staff/Supervisors) registered with their ESI & EPF contributions. Documentary proof of vouchers to be required and may be attached irrespective of number of staff registered with ESI/EPF during the year 2015-16, 2016-17</i>	

<i>m) Photocopy of TIN/PAN may please be provided without which the quotation shall be liable to rejected.</i>	
<i>n) Successful tenderer will have to enter into a detailed contract agreement with IARI on non-judicial stamp paper of Rs.100/-</i>	
<i>o) Only those firms will be considered for financial bid who qualify in technical bid.</i>	

Note :

1. The competitiveness of the rate(s) will be decided and thereby the item work may be awarded to the successful bidder.
2. 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 8.00pm evening but not exceeding to the permissible hours for each man days.
3. All the pages from S.No 1 to 14 are part of technical bid must be signed by the tenderer while submitting technical bid.
4. The terms and conditions shown in draft agreements can solely be changed by the Director IARI at his discretion and shall be binding up on the tenderer at the time agreement entered into.

Yours faithfully,

Asstt.Administrative Officer
For and on behalf of the
Director,IARI, New Delhi 110 012

TENDERS FOR THE CONTRACT FOR JOB WORK/SERVICE CONTRACT FOR _____

Full Name & Address of the Tenderer, should be quoted in all communications to this office :

Telephone No. :

FAX / Cellular No. :

E-Mail address :

From

To

Director, IARI
Pusa, New Delhi

I/ We have read all the particulars regarding the General information and other terms and conditions of the contract for THE JOB WORK/OUTSOURCING CONTRACT FOR _____ and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I We shall be bound by a communication acceptance dispatched within the prescribed time.

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

3. The following pages have been added to and from a part of this Tender . The Schedules-I & II to accompany this Tender are at pages _

4. Every page so attached with this Tender bears my signature and the office seal.

5. Pay order / DD No..... dated of Rs..... drawn in favour of Director, IARI and payable at New Delhi is enclosed as earnest money required.

Yours faithfully

Signature & Seal of the Tenderer

Telephone No. Office

Resi.

Mobile

Witness

Address with Phone No.

Occupation

Signature of witness to contractor's signature

Address:

Name & Signature of Witness:

Address:

SCHEDULE- I

SCHEDULE TO TENDERS

PART – I

1. Name of the Firm/Agency
2. Full address with Post Box No.
And Telephone No. if any
3. Constitution of the Firm/ Agency (Attached copy)
 - a) Indian Companies Act, 1956
 - b) Indian Partnership Act, 1932 (Please give names of partners)
 - c) Any other Act, if not, the owners

1. For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.

i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration

ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the

partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner

5. Name and Full Address of your Banker's
6. Your Permanent Income Tax No./Circle/Ward
7. Any other relevant information

PART – II

8. Earnest Money Deposited: Yes/No

PART – III

9. Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders
10. Name of the Permanent Representative to be visiting IARI Pusa Campus, regarding the contract

Date : _____

Place: _____

AUTHORISED SIGNATORY

Please add supplementary pages to be numbered wherever needed by the Tenderer

TERMS & CONDITIONS:

1.	The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
2.	The attendance of the labours deployed should follow strictly and alternative arrangements are to be made by the agency whenever anyone is to go on leave/absent.
3.	Changing of staff/supervisor should be intimated to authorized/designated officer.
4.	The Head, IARI, Pune reserves the right to reject any or all quotations in whole or in part without assigning any reason thereon. The decision of Director, IARI shall be final and binding on the contractor/Agency in respect of clause covered under the contract.
5.	The contractor shall keep a complaint register with his supervisor and it shall be open to verification by the authorized officer of IARI for the purpose. All complaints should be attended immediately by the Agency.
6.	Uniform with colour specifications and pattern approved by IARI should be supplied by the contractor at his own cost and it should be ensured that the working staff etc., are in proper uniform while on duty.
7.	The agreement is terminable with one month notice on either side.
8.	The contractor shall not subject work without prior written permission of Head, IARI. Pune.
9.	The contractor or his workers shall not misuse the premises allotted to them for by purpose other than for

	which the contract is awarded.
10.	The selected agency shall provide the necessary personnel's as per labour acts prevalent in Maharashtra. The agency shall employ good and reliable persons with robust health of age group of 21 to 45 years. In case any of the personnel so provided is not found suitable by IARI, IARI shall have the right to ask for his replacement without assigning any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
11.	The persons so provided by the agency under this contract will not be the employee of the IARI and there will be no employer-employee relationship between the IARI and the persons so engaged by the contractor in the aforesaid services.
12.	Payment for service contract will be made monthly upon submission of pre-receipted bill.
13.	After physical inspection of the site, a very detailed assessment/requirements of personnel for providing allied services at IARI shall have to be furnished alongwith the Tender. However the Tender should indicate only the lump-sum amount in respect of all the services covered under this contract and that rates should not be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.
14.	The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The IARI shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.
15.	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 IARIICAR 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 Director, IARI, New Delhi shall be final and binding on the contractor.
16.	Income Tax will be deducted from the payments due for the work done as per rule.
17.	They should not leave their points until the reliever come for shift duties, Supervisor will maintain all the registers, which are kept at concerned section.
18.	Changing of Supervisor/Staff should lbe intimated to the Caretaker.
19.	The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.
20.	The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
21.	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 S.D. or pending bills or by rising a separate claim.
<u>LIQUIDATED DAMAGES CLAUSE:</u>	
1.	An amount equivalent to two days of contract amount subject to a minimum of Rs.1,000/- 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 IARI and if no action is

	taken within one hour liquidated damages clause will be invoked.
2.	Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not to be tolerated and such person(s) will have to be replaced immediately.

The Director, IARI, New Delhi reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director, IARI, New Delhi shall be final and binding on the contractor/agency in respect of any clause covered under the contract.

Signature of the Contractor or his authorized signatory
Seal of the Agency/Firm

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

Year-wise detail of Minimum 3 years experience/work done.

(Authorized Signatory)

FINANCIAL BID

For providing manpower for Housekeeping (Health & Hyigene) services to IARI R.S. Pune

Last date for receipt of Tender : 26.09.2018 AT 1300 HRS.

Date of opening of Tender : 27.09.2018 AT 1500 HRS.

1. Name of the Manpower
Company/Firm/Agency/Contractor(In Capital Letters)
- i) Contact Person with contact number
(duly authorized):
- ii) Registered Address:
- iii) Telephone No.:
- iv) Operating Branch Address:

2. Details of Earnest Money Deposit Rs. _____/- (Rupees _____ only)
DD/PO No. and Date:

Drawn on Bank:

3. The service charges to be charged by the service provider :

S. No.	Component of Rate	Amount in Whole rupees per point/per month	Rates applicable as on date in Rs. (liable to be changed)
			Person for Health & hygiene work
i.	Daily wage rate including existing Dearness Allowance (Not to be quoted by the Bidder)	As per minimum wage at the rate fixed by Govt. of India from time to time	16590.00
ii.	Employees Provident Fund @ % of (i) (If applicable, maximum limit being 15,000) (Not to be quoted by the Bidder)	As per Rules framed by EPFO from time to time	2257.89
iii.	Employees State Insurance @ % of (i)(If applicable). (Not to be quoted by the Bidder)	As per Rules framed by ESIC from time to time	788.02
iv.	GST liability @ % of (i+ii+iii) (If applicable). (Not to be quoted by the Bidder)	As per Rules framed by Custom and Excise Department From time to time.	3534.46
v.	Total mandatory cost per point per month. (Not to be quoted by the Bidder)	(Subtotal of i+ii+iii+iv)	23170.37
vi.	Company's/Firm's/Agency's service charges to be quoted by firm per month in whole Rupees which will include material/ uniform/ transportation etc.	Rs..... per month	Not to be quoted in percentage and remains unchanged through the entire period of contract.

(Amount to be mentioned in numbers as well as words)

Date:

Place:

(Signature of Authorized Person)

Name & Designation:

Seal

Note: Payments/rates mentioned at Sr.no.3(i),(ii),(iii),(iv) are statutory payments and may be revised at appropriate time as per government orders.

Notes :

- i) The Service Charges (mentioned in para 3(vi) above) to be charged by the service provider to be quoted separately which will be the including for the selection of L-1 bidder and remains unchanged during entire term of contract. .
- ii) The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.
- iii) The service charges quoted should not be in percentage; otherwise same will be rejected.
- iv) Department will reimburse all statutory payments as applicable from time to time, in addition to the above payments. The bill to be preferred on a monthly basis. The firm should therefore enclose copies of challans, etc. towards statutory payments made by it for reimbursement.
- v) Prime criteria for selection for award of the contract will be the Service Charges (mentioned in para 3(vi) above) quoted per point/per month (in whole rupees).
- vi) In case of more than one successful lowest bidders (L-1) then work will be awarded to the firm on merit based on credentials of the firm to the satisfaction of Competent Authority's IARI, Pusa, New Delhi.

Signature of authorized person
Full Name and Designation
Seal :

Place :

Date

Scope of Work: (HEALTH AND HYIGENE SERVICES)

Following Area in the premises of 18 acres office-cum-lab; research farm and residential quarters require the Maintenance of Health & Hygiene including Dusting, Moping and Sanitation on all working days i.e. Monday to Saturday except 2nd Saturday and other Central Govt. Holidays applicable in Pune at following locations **for One year (2018-2019)**.

- i. IARI-R.S., Office –cum- Lab premises, I.T.I. Road, Baner Phata, Aundh, Pune – 411 007
(Total Area = 7158 S.Ft.)
 - 1) 4 Toilets : 392.56 S.ft.
 - 2) 12 rooms, 1 Library cum Seminar hall, : 6765.44 S.ft.
3 laboratories and reception area
 - 3) Front open area (including Garden) & Portico area : 3500 S.ft.(Approx.)
 - 4) Other work : Disposal of waste material as per Municipal Corporation disposal policy/ guidelines.

- ii. IARI-RS, Pune Research Farm Office located at Baner Phata, ITI Road, Aundh, Pune-7.
 - 1) 1 Toilet : 120 Sft.
 - 2) 3 Rooms : 1000 Sft.
 - 3) Cemented open space & Roads : 10000 Sft.
 - 4) Other work : Disposal of waste material as per Municipal Corporation disposal policy/ guidelines.

- iii. Cleaning outer side of Residential premises adjacent to office-cum-lab at IARI Regional Station, I.T.I. Road, Baner Phata, Aundh, Pune-7, to sweeping & sanitation and to collect waste material as per Municipal Corporation disposal policy/guidelines.

Note: All cleaning materials will be provided by the Office.

TECHNICAL BID

(This Technical bid to be enclosed in a separate envelope with seal)

Last date for receipt of Tender : 26.09.2018 AT 1300 HRS.

Date of opening of Tender : 27.09.2018 AT 1500 HRS

EMD enclosed herewith (D.D.No. _____ Dated : _____ for Rs. _____)

S.No	Description	
1.	EMD details	
2.	Validity of quotation (asked for 180 days)	
3.	Registration Certificate of the firm (attach copy)	
4.	EPF Registration details (attach copy)	
5.	ESI Registration details (attach copy)	
6.	Contract Labour Registration details (attach copy)	
7.	Service Tax Details (attach copy)	
8.	PAN details (attach a copy of PAN)	
9.	Annual turn over of your organization (attach copy)	
10.	Have you attached copies of work orders costing above 10.0 lakhs?	
11.	Have you enclosed copy of satisfactory completion of such job work ?	
12.	Are you agree with the terms and conditions of the tender?	
13.	Attach a certified copy of last years Profit & Loss & Balance sheet of the firm	
14.	Attach last three years Income tax Assessment	
15.	Disagreement, if any	

I/We agree to forfeit of the earnest money if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender Form.

We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Signature _____
Name & Address of the Firm _____

Telephone No. _____
Mobile No. _____

ANNEXURE

DRAFT SPECIMEN AGREEMENT

This agreement is made at _____ (place) on _____ (month/year) day of between _____ (Institute) (hereinafter called Institute) through _____ (designation of the competent authority in the Instts.) which term shall include its successors, assignees etc. on the first part and _____ (name & address of the firm) , (hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the other part

Whereas the _____ (Institute) has decided to assign the annual job work contract for providing _____ (nature of job) at _____ (Name of the Instts.) , _____ (location) to the firm on the terms and conditions hereinafter contained.

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

1. This agreement shall come into force w.e.f. _____.(date) and will remain in force for a period for one year but can be terminated by (name of the Instts.) by giving one calender 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 annual job work contract for providing.....(nature of job) at(location)

3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the (name of the Instt.) shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at (name of the Instt.) premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The.....(name of the Instt.) shall have the right to ask for the removal from the (name of the Instt.) premises any personnel considered by the (name of the Instt.) to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the (name of the Instt.)
7. The manpower deployed by the Agency should work as per the working days and timings of the (name of the Instt.) No extra wages will be paid for attending office on weekends, holidays and late - sitting.
8. The item wise charges for job/ work contract for providing services at (name of the Instt.) is as per terms and conditions specified and scope of work as per Schedule-1 in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Council. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Council in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan alongwith list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.
9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the (name of the Instt.) The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
11. That the Firm shall issue uniforms to all their employees engaged. which they shall wear while on duty (optional).
12. That the firm shall issue identity card to each of the workers engaged for entry into (name of the Instt.) premises.
13. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the (name of the Instt.) may cancel the contract.
15. That the Firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and

provisions of law in force that may be applicable to them from time to time. viz. obligations under Contract labour (Regulation & Abolition) Act, 1970, workmen's Compensation Act, 1943, E.P.F., E.S.I. & M.P. Act, 1947 etc. Finn agrees to indemnify and keep indemnified (name of the Instt.) on account of any failure to comply with the obligations under various laws or damage to (name of the Instt.) due to acts/omissions of Firm.

16. It is also agreed that under no circumstances, the volunteers and/ or the employees/ workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the (name of the Instt.) and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the (name of the Instt.) against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/ workmen shall have no claim to absorption/ regularization and financial benefits etc.that are admissible to regular employees in the office or (name of the Instt.)
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. State Govt. / NCT of Delhi as applicable relating to this contract.
18. In case of any loss or damage to the property of the Council/IARI at which is attributable to the firm, the full damages will be recovered from the firm.
19. The Firm shall not transfer its right or sub- contract to any one else.
20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the' contract with trust, diligently and honestly.
22. In case of any accident/ loss of life of the workers during discharging duties compensation to be given to the workers. the same shall be borne by the Firm.
23. There will be surprise checking by an Officer. Shortcomings, if any. pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
24. The firm shall provide a Co-ordinator for immediate interaction with the organization.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

1. An amount of Rs. 1000/- will be levied as liquidated damages per day. whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by (Name of the Institute) and if no action is taken within one hour liquidated damages clauses will be invoked.
2. Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

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

The decision of _____.(competent authority in the Inst.)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)

(For the Director, IARI)

Witness:-

1. _____
2. _____

Annexure-A

S.No.	Particulars	<u>Pay and Allowances</u> Person for Health & hygiene work	Remarks
(i)	(ii)	(iii)	(iv)
1.	Minimum Wages w.e.f. 01.04.2018*	16590.00	
2.	Employees Provident Fund @ 13.61% of 1 (Not to be quoted by the Bidder)	2257.89	
3.	Employees State Insurance @4.75 %	788.02	

4.	Sub-total (1+2+3)	19635.91	
5.	GST liability @ 18% of 4	3534.46	
6.	Total mandatory cost (4+5)	23170.37 per person	
7.	Total cost for all work	46,340.74 (For total work x2 (24x7) per month	
8.	Total cost for work (Approx) (24x7) for a year (7x12)	5,56,088.88	Exclusive of service charge levied by the service provider

Note: Payments/rates mentioned at Sr.no.3(i),(ii),(iii),(iv) are statutory payments and may be revised at appropriate time as per government orders

