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भारतीय कृषि अनुसंधान परिषद का पूर्वी अनुसंधान परिसर  
**ICAR RESEARCH COMPLEX FOR EASTERN REGION**  
(भारतीय कृषि अनुसंधान परिषद INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

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ICAR Parisar, P/o - Bihar Veterinary Collage, Patna – 800 014 (Bihar), INDIA

फोन सं. Phone No. (0612) 2226024, **2228882\*104**, फैक्स सं. Fax No.2223956, Web-site: www.icarrcer.in

F.No.IRCER/P&S-12/17-18/Open Tender for Job Work/

Dated: 03.10.2017

## INVITATION FOR BIDS (IFB) - IX

**INVITATION FOR BIDS AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB WORK CONTRACT FOR PROVIDING FARM AND FIELD SERVICES AT RCM, DARBHANGA, ICAR-RCER, PATNA.**

- A Cost of Tender Form **Rs.1000/- (Rupees One thousand only) for IFB-IV**  
B Last date of receipt of Tenders in Office is **2.30 PM on 18.10.2017.**  
C Tenders (technical bids) to be opened at **3.00 PM on 18.10.2017.**  
D Tender to remain open for acceptance up to 180 days from the date of opening.  
E The Tender document is also available at our Web-site: **www.icarrcer.in**

**NOTE:**

1. The Director, ICAR-RCER, ICAR Parisar, P/O – BVCC, Patna may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.
2. If the date up to which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance till the next working day.

From: Director, ICAR Research Complex for Eastern Region, ICAR Parisar,  
P.O. Bihar Veterinary College, Patna – 800 014.

To,

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir(s),

Sealed tenders are hereby invited on behalf of the Director, ICAR-RCER, P/O – BVCC, Patna for contract of PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING ALLIED SERVICES RELATED TO FARM AND FIELD SERVICES AT **Darbhanga**. The terms and conditions of the contract which will govern any 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 tender forms and its schedules. Please submit your rates in the

tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

2. (a) An earnest money of **Rs. 60,000/- (Rupees Sixty thousand) only for the composite contract for IFB-IX** must be deposited in the form of Bank Guarantee (as per enclosed format) / demand draft / pay order payable to “ICAR Unit: ICAR-RCER, Patna”. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft pay order number and date, failing which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders.  
  
(b) NSIC registered firms for the above service, who are exempted from submission of tender fee and EMD must submit copy of valid NSIC registration certificate to avail the above exemption.
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 with tenderer’s signature and seal on every page and any 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 alongwith 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 forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on 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 original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be superscribed "**THE BI-ANNUAL JOB WORK CONTRACT FOR PROVIDING ALLIED SERVICES FOR OFFICE AND LABORATORY RELATED JOB WORK AT RCM DARBHANGA under ICAR Research Complex for Eastern Region, ICAR Parisar, P.O. Bihar Veterinary College, Patna – 800014** with address of this office and the tenderer shall place two envelopes clearly marked containing technical bid and financial bid separately in the main envelop. All Tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the tenders box, which will be kept in the **Room No.104** Office of the ICAR-RCER, P/O – BVCC, Patna not later than **2.30 PM on 18.10.2017**. *All supporting document towards qualification criteria including EMD and Tender Document Fee must be placed in the Technical Bid. The Financial Bid will have only Schedule of Rates.*
9. 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.
10. 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 submit 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.
11. **An amount of Rs. 1,20,000/-(Rupees One lakh twenty thousand) only as Performance Security Deposit in shape of Bank Guarantee (as per enclosed format) for the composite contract for IFB-IX** 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. The security shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the Institute.
12. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
13. 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 Institute will not entertain any claim whatsoever in this respect. However the Goods and 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.
14. Director of the Institute 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.
15. Decision of the Director of the 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, the dispute shall be

referred to the sole arbitrator to be appointed by the Director of the 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.

16. Acceptance by the Institute will be communicated by FAX/Speed Post or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but whichever communication is received earlier by the Contractor, should be acted upon immediately.
17. The following documents/vouchers are required to be enclosed with the tenders form which are the terms and conditions of the tender's document:-
  - a) Registration certificate of the firm (as a Sole Proprietor/Partnership Firm/Company) for carrying out such work contracts under the Central Govt. /State Govt.
  - b) Minimum turnover of the firm should not be less than **Rs.10.00 lakhs (Rupees Ten lakhs only)** during the last three financial year.
  - c) The Firm, should have an **Experience of continuous three years during last five years 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**. *Bidder must provide the details in the enclosed tabular form.*
  - d) Certified Balance Sheet of the firm for last three years (**2014-15, 2015-16 and 2016-17**) of the service contract by the chartered accountant.
  - e) Duly certified copies of the satisfactory services of the firm should be enclosed for continuous three years during last five years.
  - f) Employee EPF registration certificate.
  - g) Employee ESI registration certificate.
  - h) The contractor/agency must have a registration (for its past/ongoing contracts) under the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this Act.
  - i) Nos. of staff/supervisors registered under ESI & EPF separately has to be provided. A firm must have a minimum 15 Nos. of Staff/Supervisors with their ESI & EPF contributions. Documentary proof of ECR and Successful Transaction Receipt of EPF and ESI for last 12 months has to be attached.
  - j) Goods and Service tax registration certificate issued by Govt. etc.
  - k) Whether the firm has any legal suit criminal case pending against it for violation to PF/ESI, Minimum wages Act or other laws (give details). The firm/agency must enclose a certificate indicating that there is no criminal/legal suit pending or contemplated against them.

- l) Registration with Income Tax Department (Copy of PAN & IT returns for last three years).
- m) The Agency should enclose copies of the payment made to its existing labour/personnel (minimum 10 nos.) for the last two months in terms of salary through Bank and EPF/ESI payment to them, in support of the condition (individual statement to be enclosed.)

**All the above documents are mandatorily required based on which the evaluation of Technical Bid will be made. In case if any mandatory information (as required from 21(a) to 21(m) as mentioned above) is not furnished alongwith the valid supporting documents, the Technical Bid is liable to be rejected. Only those Financial bids whose Technical Bids are found responsive will be opened on specified date/time, fixed by the office with advance intimation provided to the responsive bidders through the institute website/E-mail, FAX, or Telephonic message.**

Successful Tenderer will have to enter into a detailed contract agreement with ICAR-RCER on non-judicial stamp paper of Rs.100/- (Rupees one hundred only) for the said work.

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

**Note: The technical bids and financial bids must be submitted separately in sealed envelopes and both put in a single envelop.**

Yours faithfully,

For and on behalf of the Director  
ICAR-RCER, P/O – BVCC, Patna

**TENDERS FOR THE CONTRACT FOR JOB WORK/SERVICE CONTRACT FOR Job Work Contract for various Jobs (related to Makhana cultivation and Farm and Field Services)**

Full Name & Address of the tenderer (in Addition to Post Box No., if any) (To be quoted in all communications to this office)	:	
Telephone No.	:	
Telegraphic Address/FAX/ Cellular No.	:	
E-Mail Address	:	

From:

\_\_\_\_\_

To,

The Director,  
ICAR-RCER,  
ICAR Parisar, P/o – BVCC, Patna - 800 014

I/We have **read and understood** all the particulars regarding the general information and other terms and conditions of the contract for **JOB WORK/SERVICE CONTRACT FOR Job Work Contract for various Jobs (related to Makhana Cultivation and Farm & Field Services)** for a period of **two years** at Darbhanga and **agree to provide the best 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 this Tender and I/We agree to hold this offer open till 180 days. The rates quoted will be valid for a period of **two years** in the event of award of the Contract, *as per the terms of the Contract*. I/We shall be bound by a communication of acceptance dispatched within the prescribed time.

- That I am proprietor / Managing partner / Managing Director / Director / President of M/s \_\_\_\_\_ which is in the business of \_\_\_\_\_
- I/We have **understood** these terms and conditions for the contract and shall **provide the best services**, strictly in accordance with these requirements.
- The **following** Additional **pages** have been **added** to form a part of this tender, bearing Page Nos.:\_\_\_\_\_.
- Every page so attached with this Tender bears my signature and the office seal.
- Pay order/ DD No.\_\_\_\_\_ of Rs.\_\_\_\_\_ drawn in favour of 'ICAR Unit: ICAR-RCER, Patna' is enclosed as earnest money required.
- That the firm has **not been blacklisted** by any State or Central Ministry/Department or Government Organization.
- The firm does not offer lower than minimum wages to its personnel as per the laws of the land.
- That the firm engages manpower with **due** verification of their Character and Antecedent through **Police**, as per **rules**.

Yours faithfully,

Dated: \_\_\_\_\_  
 Witness \_\_\_\_\_  
 Address \_\_\_\_\_  
 Occupation \_\_\_\_\_  
 Signature of witness to contractor's signature  
 Address : \_\_\_\_\_  
 Name & designation of witness:  
 Address: \_\_\_\_\_

**Signature & Seal of the Tenderer**  
 Telephone No. Office \_\_\_\_\_  
 Res. \_\_\_\_\_  
 Mobile \_\_\_\_\_

Sl. No.	Particulars to be filled in by the bidder/tenderer	
<b>Part- I</b>		
1.	Name of the Firm/Agency	
2.	Full address with Telephone No. and Post Box No., <i>if any</i>	
3.	Constitution of the Firm! Agency (Attach copy) Indian Companies Act, 1956/Indian Partnership Act, 1932/ Any other Act (Please give names of partners, <i>if not the owners</i> )	
4.	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 Bank	
	Name of the Bank Branch	
	Bank Account No.	
	IFSC Code	
6.	Your Permanent Account Number (PAN)	
	Income Tax No./Circle/Ward	
7.	Any other relevant information	
<b>Part- II</b>		
8.	Earnest Money Deposited	Yes/No
<b>Part- III</b>		
9.	Name and Address of the firm's representative and whether the firm would be present at the opening of the Tenders.	
10.	Name of the Permanent Representative to be visiting ICAR-RCER, Patna regarding the contract.	

Date : \_\_\_\_\_

Place: \_\_\_\_\_

**AUTHORISED SIGNATORY**

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

**GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING FOLLOWING SERVICES at Darbhang:-**

**Scope of Work (under IFB-IV): -**

- 1) **Job Work Contract for various Jobs (related to Makhana cultivation and Farm & Field Services)**
1. **Evaluation of the quotation:-** The Institute will evaluate and compare the quotations determined to be substantively responsive i.e. whichever quotations are properly signed and sealed, fulfill all the eligibility conditions, conform to the terms and conditions and meet the minimum wages criteria and other statutory requirement. The Institute will award the contract to the responsive bidder whose total cost for all the items put together is the lowest.
  2. **TERMS OF THE CONTRACT:-** Initially, the terms of the contract will be for two years. On the expiry of the contract or on its termination, the Complex reserves the right to renew the contract on yearly basis on the terms and conditions that may then be mutually agreed upon.
  3. **MODE OF PAYMENT:-** The agency shall submit monthly bills along with the proof of depositing Tax and EPF & ESI contribution for the personnel engaged at the site for the job performed during the preceding month on the first working day and the Institute shall make payment by means of online payment through RTGS/NEFT, in favour of the agency. However, taxes which are as per the rules of the Govt. of India as well as Govt. of Bihar shall be deducted at source from monthly bills of the successful tenderer. The agency shall make payment to their employees through cheques or transfer into the employee's bank account only.
  4. **TERMINATION:-** This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties, if delivered to them personally or dispatched at the address given hereinunder through registered post.
  5. **LOSS AND / OR DAMAGES:-** In case of any loss or damage done to the property of the Institute by the personnel provided by the agency for sanitary duties at ICAR-RCER - Main Complex & WALMI Complex, full damages will be recovered from the Agency and decision of the Director, ICAR-RCER shall be binding on it.

**TERMS & CONDITIONS:-**

1. The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
2. Changing of Staff/Supervisor should be pre-intimated to the Head, RCM. ICAR-RCER, Darbhanga.
3. The Director, ICAR-RCER, Patna reserves the right to reject any or all quotations in whole or in part without assigning any reason therefor. The decision of Director, ICAR-RCER, Patna shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
4. The staff provided should also maintain secrecy and discipline in the premises of Institute.



5. The staff provided should be capable of reading and writing Hindi.
6. The contractor shall keep a complaint register with his Supervisor, and it shall be open to verification by the authorized officer of Institute for the purpose. All complaints should be immediately attended to by the Agency.
7. Uniform with colour specifications and pattern (e.g. white/colour saree for lady farm workers, while/colour shirt and pant for others) approved by Institute should be supplied by the contractor to the workers at his own cost and it should be ensured that the working staff etc., are in proper uniform while on duty.
8. The agreement is terminable with one month notice on either side.
9. The contractor shall not sublet the work without prior written permission of the Institute. In case the contractor intends to sublet the work to some sub-contractor, the contractor must furnish prior information to this effect, in its bid itself; in that case, the sub-contractor, too, must fulfill all the requirements to be fulfilled by the Contractor as per the terms and conditions of this contract.
10. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
11. The selected agency shall provide the necessary personnel as per work-schedule determined by the Institute. 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 the Institute, the Institute shall have the right to ask for his/her replacement without giving any reason thereof and on receipt of a written communication form the Institute, the agency shall have to replace such persons immediately.
12. **The persons so provided by the agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the contractor in the aforesaid services.**
13. Payment for service contract will be made monthly upon submission of pre-receipted bill.
14. After physical inspection of the site, a very detailed assessment/requirements of personnel for providing allied services at the ICAR-RCER, Patna shall have to be furnished along with the Tender. However, the Tenders 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**.
15. The **rates to be quoted** should **include** cost of **each and every item** including **transportation cost, manpower cost (inclusive of all applicable dues** like EPF & ESI contributions, cost on Uniform/liveries, etc.) and taxes (including Goods and Service Tax, Income Tax or any other applicable Taxes) etc. The Institute shall **not bear any extra charge** (over & above the amount payable on the basis of the quoted rates) on **any account** whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.
16. 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 **Institute** 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, ICAR-RCER, Patna** shall be final and binding on the contractor.
17. Income Tax will be deducted from the payments due for the work done as per rule.

18. They should not leave their points unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned Section.
19. Changing of Staff/Supervisor should be intimated to the Caretaker.
20. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.
21. 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.
22. The contractor shall make payment of wages by Cheque or Account transfer (to those employees having bank account) to his personnel engaged by him by **7<sup>th</sup>** of the following month in the premises of ICAR-RCER in the presence of an officer designated for the purpose by competent authority of ICAR-RCER, so that there is no disruption in the performance of duties of deployed personals.

Wages should be according to Minimum Wages Act and other relevant statutory Acts applicable for State/Central Govt. ICAR-RCER reserves the right to check periodically payment of wages made by Contractor to security personnel's deployed.

**BILLS MUST BE SUBMITTED IN TRIPLICATE ALONG WITH PERSON-WISE DETAILS OF EPF AND ESI CONTRIBUTIONS DEPOSITED IN THEIR INDIVIDUAL ACCOUNT.**

**FURTHER, THE AGENCY MUST, ALONG WITH THE BILLS AND EPF AND ESI DETAILS, PROVIDE THE PHOTOCOPY OF BANK CHALLAN USED TO MAKE THE DEPOSIT/PAYMENT FOR EPF AND ESI CONTRIBUTIONS BY THE CONTRACTOR ON MONTHLY BASIS.**

23. The contractor shall maintain register for making the attendance by Supervisor deployed by him, which can be seen/verified by the Caretaker or an authorized officer of ICAR periodically.
24. The contractor shall issue photo I-Card to the personnel's deployed in the complex/colony for performing duty, which will be duly signed by him and displayed by them on their persons while they are in duty.
25. **IT HAS BEEN NOTICED THAT SOMETIMES THE TENDERER QUOTE UNWORKABLE SERVICE CHARGES (SUCH AS 0.00 % OR NIL VALUE) VIS-À-VIS SCOPE OF WORK, RESULTING IN EITHER UNSATISFACTORY PERFORMANCE OR INJUSTICE TO THE WORKERS BY NOT GETTING THEIR DUE MINIMUM WAGES ALONG WITH OTHER STATUTORY CHARGES. IT MAY THEREFORE, BE ENSURED THAT THE SERVICE CHARGES OF EACH FIRM ARE INDICATED SEPARATELY IN THE FINANCIAL BID . IT IS FURTHER MENTIONED THAT FINANCIAL BID OF THOSE FIRMS ONLY WOULD BE CONSIDERED WHO QUOTE SERVICE CHARGES AT FINANCIAL BID VIS-À-VIS THEIR SPECIFIED SCOPE OF WORK. QUOTING OF UNWORKABLE/UNREASONABLE SERVICE CHARGE (SUCH AS 0.00 % OR NIL VALUE) WILL RENDER THE TENDER UNRESPONSIVE.**
26. **THE TENDERER SHOULD QUOTE HIS SERVICE CHARGE IN SUCH A WAY THAT GROSS SERVICE CHARGE PER BILLING MONTH SHOULD BE MORE**

**THAN THE AMOUNT OF INCOME TAX TO BE RECOVERED FROM TOTAL PAYMENT FROM VIOLATION OF ANY OF THE LAWS IN-FORCE AND SHOULD NOT BE BLACK LISTED BY ANY GOVERNMENT ORGANIZATION.**

27. **SUCH MONTHLY BILL WHICH IS AGGREGATE OF WAGES (FIXED), EPF (FIXED), ESI (FIXED), SERVICE CHARGE (AS QUOTED) AND GOOD AND SERVICE TAX (AS APPLICABLE). IT MAY BE NOTED THAT THE RATE OF INCOME TAX WILL BE COMPUTED @ 2% OF THE TOTAL PAYMENT I.E. AT THE HIGHEST APPLICABLE RATES IRRESPECTIVE OF THE STATUS OF THE TENDERER AS AN INDIVIDUAL CONTRACTOR/FIRM/TRUST. HENCE, SERVICE CHARGE MUST BE QUOTED KEEPING THIS IN VIEW AND FAILURE TO ABIDE BY THIS WILL LEAD TO THE TENDER BEING CONSIDERED UNRESPONSIVE ON THE GROUNDS OF SERVICE CHARGE BEING UNWORKABLE.**
28. In the financial bid the bidder must quote the rates in figures as well as in words. The amount of each item should be worked out and total should be given.
29. The pre-receipted bill shall be submitted by the security Agency in triplicate duly supported by proof of attendance, payment of statutory charges/subscription etc., Payment will be made by cheque/e-payment. Payment will be made against monthly bills supported by requisite documents. Income Tax will be deducted as per rates.
30. The Agency shall have to provide Telephone numbers for 24 hours contact.
31. The Agency should abide by rules laid down by any statutory authority relevant to the deployment of security guards.
32. It is mandatory for the agency to maintain all statutory registers in connection with their work at the Institute campus and produce them as and when demanded by the authorities of the Institute and Labour Commissioner or its authority.
33. The contractor will discharge all his legal obligations in respect of the workers 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 Institute 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, ICAR-RECER, Patna shall be final and binding on the contractor.
34. The Agency is advised to do a complete survey on his own of all the area before offering rates.
35. The Contractor shall maintain attendance register for the persons deployed by him for the Job work, which can be seen/verified at any time by the person authorized by the Institute.
36. The decision of the Head of the Centre will be final and binding in connection of Job Work to be executed at the Makhana Centre.
37. Risk Clause: Institute reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a Show-cause 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.

### **RECOVERY OF LOSS/DUES**

For any loss or damage or theft etc., if any is noticed due to negligence on the part of the agency/individual, the agency shall meet the cost and also be required to compensate such loss for which the agency has to execute an Indemnity bond of appropriate value on non-judicial paper against any loss of ICAR-RCER property, assets and immovable/movable properties.

### **LEGAL OBLIGATIONS:-**

All personnel employed by contractor shall be engaged by him as his own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the country, shall be that of the contractor, He shall specifically ensure compliance with the following Laws/Acts and their Enactments/Amendments:-

- a. The contract Labour (Regulation & Abolition) Act., 1970
- b. The contract Labour (Abolition & Regulation) Central Rules, 1971
- c. The Minimum wages Act., 1948
- d. The Employer's Liability Act., 1947
- e. The Payments of wages Act., 1936
- f. The Factories Act., 1948
- g. The Workmen's Compensation Act., 1923
- h. The Employees Provident Funds and Misc. Provisions Act., 1952
- i. The Payment of Bonus Act., 1976
- j. The Equal Remuneration Act., 1976
- k. The Industrial Disputes Act., 1947

### **PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE**

1. An amount of Rs.2000/- 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 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 specified penalty of Rs.1000/- per worker per day will be deducted from the bill.

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

### **EQUAL QUOTED RATE CLAUSE:**

**In the event of the lowest bid prices quoted equally by two or more bidders, the contract will be awarded to the bidder, who fetches maximum marks in the technical evaluation, as per the following merits:-**

<b><u>Sl. No.</u></b>	<b><u>Technical Evaluation Criteria</u></b>	<b><u>Weightage (100 Marks)</u></b>
<b><u>1.</u></b>	<b><u>Years of continuous existence as a registered services provider for the Job work of Farm and Field Services ( to be supported with relevant documents)</u></b>	<b><u>30 Marks (6 Marks for each year of legal existence, restricted to maximum 5 years, as on the date of opening of bids. Records of only last 5 financial years (2011-12 to 2016-17) will be counted.)</u></b>
<b><u>2.</u></b>	<b><u>Years of having a minimum Annual Turn-over of Rs. 100 lakhs ( to be supported by relevant document)</u></b>	<b><u>30 Marks (6 Marks for each year of having minimum Annual Turn-over of Rs. 100 lakhs, restricted to maximum 5 years, as on the date of opening of bids. Records of only last 5 financial years (2011-12 to 2016-17) will be counted.)</u></b>
<b><u>3.</u></b>	<b><u>Years of providing the minimum strength of 44 nos. of housekeeping personal to the Central/State Government Institution/PSUs, etc. (to be supported by relevant documents)</u></b>	<b><u>30 Marks (6 Marks for each year of providing minimum strength of 44 nos. of housekeeping personal to govt. bodies, restricted to maximum 5 years, as on the rate of opening of bids. Services of only last 5 financial years (2011-12 to 2016-17) will be counted)</u></b>
<b><u>4.</u></b>	<b><u>Years of providing satisfactory housekeeping services in ICAR institutes across India.</u></b>	<b><u>10 Marks (2 Marks for each year of satisfactory service provided, restricted to maximum of 5 years of service provided in different or one ICAR institutes till date. Services of only last financial years (2011-12 to 2016-17) will be counted).</u></b>

.....

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

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

**(Authorized Signatory)**

**FINANCIAL BID**

(This financial bid to be enclosed in a separate envelop with seal)

Last date for receipt of Tender : **2.30 PM on 18.10.2017.**  
 Date of opening of Financial Bid : As per the intimation.

To

Director,  
 ICAR Research Complex for Eastern Region,  
 ICAR Parisar, P.O. Bihar Veterinary College,  
 Patna – 800 014.

Sir,

I/We wish to submit our Tenders for **THE JOB WORK/SERVICE CONTRACT FOR PROVIDING the following services at RCM, Darbhanga, ICAR-RCER**, on the following rates:-

Sr. No	Description of Jobs/Works/ Services	Unit	Quantity *	Estimated ** Rate per Unit	Rate quoted per unit (Rs.)	Total Bid Amount (Rs.)
1	2	3	4	5	6	7 = (4 x 6)
<b>A) Job contract works related to Makhana</b>						
1	Makhana Nursery Raising	Per acre	05 acre	2000.00		
2	Makhana Transplanting	Per acre	05 acre	5000.00		
3	Makhana Weeding	Per acre	05 acre	4000.00		
4	Makhana Seed harvesting (Complete)	per acre	05 acre	7000.00		
5	Makhana seed cleaning	Per acre	05 acre	2000.00		
6	Makhana seed grading	Seed obtained from one acre	05 acre	2500.00		
7	Makhana thinning / ve. Planting	Per acre	05 acre	3000.00		
8	Makhana field preparation	Per acre	05 acre	2000.00		
9	Makhana field puddling	Per acre	05 acre	1500.00		
10	Makhana Ponds cleaning	Per acre	05 acre	2000.00		
11	Makhana Plant Protection measure	Per acre	05 acre	2000.00		
12	Uprooting the Nursery sapling for transp.	Per acre	05 acre	2000.00		
13	Water chestnut transp. plant	Per acre	05 acre	4000.00		

**IFB-IX (Farm and Field Services, RCM, Darbhanga)**

14	Weed removal in waterchastnut field	Per acre	05 acre	3000.00		
15	Uprooting for Bach plant	Per acre	05 acre	5000.00		
16	Transplanting of Bach plant	Per acre	05 acre	3500.00		
17	Makhana popping	Per kg	200 kg	120.00		
<b>Other field operations</b>						
18	Land preparation by tractor/power tiller	Per 100 m <sup>2</sup>	20	100.00		
19	Bund making	Per m	100	175.00		
20	Repairing and height raising of old bund	Per 100 m	20	300.00		
21	Cleaning of drainage channel	Per 100 m	20	300.00		
22	Making of drainage channel	Per 100 m	20	300.00		
23	Levelling of land	Per 100 m <sup>2</sup>	20	200.00		
<b>Works to be performed for other crops</b>						
24	Staking/support making in vegetables	Per 100	20	150.00		
25	Manual seed sowing	Per 1000 m <sup>2</sup>	10	550.00		
26	Transplanting seedlings of paddy	Per 1000 m <sup>2</sup>	10	1000.00		
27	Manure/fertilizer/pesticide etc. application	Per 1000 m <sup>2</sup>	10	100.00		
28	Weeding/earthing up/intercultural operation in field	Per 1000m <sup>2</sup>	10	1000.00		
29	Irrigation	Per 1000 m <sup>2</sup>	10	100.00		
30	Harvesting, bundle making & transportation of crops	Per 1000 m <sup>2</sup>	10	750.00		
31	Threshing by thresher followed by winnowing	Per 1000 m <sup>2</sup>	10	350.00		
32	Manual threshing followed by winnowing	Per 1000 m <sup>2</sup>	10	500.00		
33	Weighing, bagging and storing	Per 1000 m <sup>2</sup>	10	300.00		
34	Spraying of chemicals	Per 1000 m <sup>2</sup>	10	300.00		
35	Dusting of chemicals	Per 1000 m <sup>2</sup>	10	140.00		
36	Training/pruning of fruit trees	20 plants	10	300.00		



**IFB-IX (Farm and Field Services, RCM, Darbhanga)**

37	Making of bamboo pegs	100	10	100.00		
38	Grass cutting from channel and link road	Per m	100	5.00		
39	Raised bed preparation	Per 1000 m2	10	1000.00		
40	General weeding and cleaning	Per 1000 m2	10	500.00		
41	Nursery preparation for paddy transplanting	Per 100 m2	20	600.00		
42	Collection of morphological, yield, etc. data	100 plants	10	500.00		
43	Maize shelling	Per 100 cobs	10	60.00		
44	Birds scaring	Per 1000 m2	10	100.00		
45	Chopping of straw/green fodder	Per quintal	05	250.00		
46	Collection of fodder and chopping	Per quintal	05	350.00		
47	Loading and unloading of FYM	100 cft	10	500.00		
					<b>Total***</b>	
<b>B.</b>	<b>Service Charge (Must be quoted in percentage %)</b>					
<b>C.</b>	<b>GST</b>					
					<b>Grand Total (A+B+C)</b>	

**All the blank cell need to be filled up for consideration.**

**\* I/We fully understand that this quantity will be taken into account, only for the purpose of evaluation/comparison of bids, and, that during actual implementation of contract, the actual quantity may vary as per actual demand.**

\*\* I/We also fully understand that the estimated rates mentioned by ICAR-RCER, Patna are the most reasonable rates based on prevailing market rates, so as to afford the due payment of statutory Minimum Wages to the respective Workmen, and that if I quote more than 5% lower than these estimated rates, my/our bid price(s) is bound to be considered completely unreasonable, whereby my/our bid would become substantially unresponsive.

\*\*\* I/We also fully understand that as and when the Union Ministry of Labour enhances the statutory Minimum Wages, the total wages quoted in my/our bid would also increase in equal proportion, in accordance with the Minimum Wages Act, 1948.

I/We agree to forfeiture 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.

I/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. \_\_\_\_\_

Name of Firm's Bank: \_\_\_\_\_

Name of Bank Branch: \_\_\_\_\_

Bank Account No.: \_\_\_\_\_

IFSC Code: \_\_\_\_\_

## DRAFT SPECIMEN AGREEMENT

This agreement is made at ICAR-RCER, Patna on \_\_\_\_\_ day of \_\_\_\_\_ (month/year) between ICAR Research Complex for Eastern Region, ICAR Parisar, P.O. Bihar Veterinary College, Patna – 800014 (hereinafter called ICAR-RCER, Patna) through Director, 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 **ICAR-RCER, Patna** has decided to assign the Bi-Annual job work contract for providing **Job Work Contract for various Jobs** (related to **Makhana cultivation and Field & Farm Services**) of IFB-IV at Darbhanga 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 **two years** but can be terminated by ICAR-RCER, Patna 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 Bi-Annual job work contract for providing **Job Work Contract for various Jobs** (related to **Makhana cultivation and Farm & Field Services**) under IFB-IV at Darbhanga.
3. The **firm** will **provide full particulars of every worker deployed by it for providing the services** and for **gate-security purposes** and **get their character and antecedents verified** from the **Police Authorities**.
4. **All personnel posted at premises shall at all times** and for all purpose be deemed to be employee of the firm and the ICAR-RCER, Patna shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at ICAR-RCER, Patna premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The ICAR-RCER shall have the right to ask for the removal from the ICAR-RCER premises, in respect of any personnel considered by the ICAR-RCER, Patna to be incompetent, disorderly or for any other reason, and such person shall not again be deployed without the consent of the ICAR-RCER, Patna.
7. The manpower deployed by the Agency should work as per the working days and timings of the ICAR-RCER, Patna & Darbhanga. 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 the above-cited services at ICAR-RCER, Patna, as per the terms and conditions specified and Scope of work as per Bid 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

**IFB-IX (Farm and Field Services, RCM, Darbhanga)**

raise a bill of this amount on 1<sup>st</sup> working day of every month and the payment released by the Institute in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such 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 ICAR-RCER, Patna. 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 ICAR-RCER, Patna 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 ICAR-RCER, Patna 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. & Minimum Wages Act, 1947, etc. Firm agrees to indemnify and keep indemnified ICAR-RCER, Patna on account of any failure to comply with the obligations under various laws or damage to ICAR-RCER, Patna, 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 ICAR-RCER, Patna and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ICAR-RCER, Patna 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 ICAR-RCER, Patna.
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. as applicable relating to this contract.
18. In case of any loss or damage to the property of the Institute, which is attributable to the firm, the full damages will be recovered from the firm.
19. The Firm shall not transfer its right or sub- contract to anyone else.
20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the" contract with trust diligently and honestly.

**IFB-IX (Farm and Field Services, RCM, Darbhanga)**

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 Coordinator for immediate interaction with the organization.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

**PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE**

1. An amount of Rs.2000/- 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 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 specified penalty of Rs.1000/- per worker per day will be deducted from the bill.

The decision of Director, ICAR-RCER, Patna 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.

Signatory of the Firm

Director, ICAR-RCER, Patna

**(Name & Address of the firm)**

**(For the Institute)**

Contractor's Witnesses:

Institute's Witnesses:

1.

1.

2.

2.

**MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Whereas M/s ..... (hereinafter called the “tenderer”) has submitted their offer dated..... for the supply of ..... (hereinafter called the “tender”) against the purchaser’s tender enquiry No. ....

KNOW ALL MEN by these presents that WE ..... of ..... having our registered office at ..... are bound unto ..... (hereinafter called the “Purchaser) in the sum of .....for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of ..... 2017.

**THE CONDITIONS OF THIS OBLIGATION ARE:**

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)

.....  
.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,  
The Director,  
ICAR-RCER, ICAR Parisar,  
P/o – BVCC, Patna – 800 014 (BIHAR).

WHEREAS ..... (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated ..... to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch