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

आई.सो.ए.आर. परिसर, पोस्ट – बिहार भेटनरी कॉलेज, पटना – 800014 (बिहार), भारत  
ICAR Parisar, P/o - Bihar Veterinary Collage, Patna – 800 014 (Bihar), INDIA

फोन सं. Phone No. (0612) 2228805, **2228882\*104**, फैक्स सं. Fax No.2223956, Web-site: www.icarrcer.in

F.No.IRCER/P&S-12(A)/15-16/Security and Office Services/

Dated: 16.05.2016

## INVITATION FOR BIDS (IFB) - I

**INVITATION FOR BIDS AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE BIENNIAL JOB WORK CONTRACT FOR PROVIDING JOB WORKS OF LABORATORY, EMU, WORKSHOP, OFFICE AND AT ICAR-RCER, PATNA.**

- A Cost of Tender Form **Rs.1000/- (Rupees One thousand only) for IFB-I**  
B Last date of receipt of Tenders in Office is **2.30 PM on 09.06.2016.**  
C Tenders (technical bids) to be opened at **3.00 PM on 09.06.2016-**  
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 WORKS OF LABORATORY, EMU, WORKSHOP AND OFFICE AT ICAR-RCER, Patna.** 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. An earnest money of **Rs. 1,20,000/- (Rupees One lakh twenty thousand) only for the composite contract for IFB-I** 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.
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 withdraw his offer or modify the terms and conditions thereof. If the tenderer fails 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 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 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 Council / Instt. 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 **“BIENNIAL JOB WORK CONTRACT FOR JOB WORKS OF LABORATORY, EMU, WORKSHOP, OFFICE AND**

**VEHICLE MANAGEMENT AT ICAR-RCER, PATNA 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.113** Office of the ICAR-RCER, P/O – BVCC, Patna not later than **2.30 PM on 09.06.2016**.

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. 2,40,000/-(Rupees Two lakh forty thousand) only as Security Deposit in shape of Bank Guarantee (as per enclosed format) for the composite contract for IFB-I** 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.
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 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. **The validity of the contract is initially for a period of two year which may be extended for further period of 3 months with mutual consent to the terms and conditions, which will be imposed by ICAR-RCER.**
15. **The tenderer shall quote cost (inclusive of service charges) for all the items / operations (item-wise) in the Financial bid. In case, the tenderer does not quote for any item(s)/ operation(s), such tenders will be considered as non-responsive and will be rejected.**
16. While quoting the unit rates, the Agency / Firm shall make due provision for all the statutory payments including future increases in VDA.

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.75.00 lakhs (Rupees Seventy five lakhs only)** for any one year during the last three financial year.
  - c) The Firm, should have an **Experience of three years out of 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 year (2014-15) of the service contract by the chartered accountant.
  - e) Duly certified copies of the satisfactory services of the firm should be enclosed for three years.
  - f) Employee EPF registration certificate issued by local govt. etc.
  - g) Employee ESI registration certificate issued by local govt. etc.
  - h) The contractor/agency must have a registration (for its past/ongoing contracts) under the Contract Labour (Regulation and Abolition) Act, 1970.
  - i) Nos. of staff/supervisors registered under ESI & EPF separately has to be provided. A firm must have a minimum 21 Nos. of Staff/Supervisors with their ESI & EPF contributions. Documentary proof of vouchers / Biennial returns filling of ESI & EPF has to be attached.
  - j) Service tax registration certificate issued by Govt. etc.
  - k) Recent valid license issued by the Central Labour Commissioner for providing Agricultural Field works/Laboratory Works/operation should be enclosed.
  - l) Client list should be enclosed.

- m) The agency should provide copies of PAN and IT returns for the previous three years.
- n) **The above documents are mandatorily required based on which the evaluation of Technical Bid will be made. In case if any mandatory information 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.**
- o) 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.
- p) **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 various Jobs (related to LABORATORY, EMU, WORKSHOP, OFFICE AND VEHICLE MANAGEMENT)**

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 laboratory, EMU, workshop, office)** for a period of **two years** at ICAR-RCER, Patna 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.

1. That I am proprietor / Managing partner / Managing Director / Director / President of M/s \_\_\_\_\_ which is in the business of \_\_\_\_\_
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** Additional **pages** have been **added** to form a part of this tender, bearing Page Nos.:\_\_\_\_\_.
4. Every page so attached with this Tender bears my signature and the office seal.
5. Pay order/ DD No.\_\_\_\_\_ of Rs.\_\_\_\_\_ drawn in favour of 'ICAR Unit: ICAR-RCER, Patna' is enclosed as earnest money required.
6. That the firm has **not been blacklisted** by any State or Central Ministry/Department or Government Organization.
7. The firm does not offer lower than minimum wages to its personnel as per the laws of the land.
8. 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 with 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 ICAR-RCER, Patna:-**

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

- 1) **Job Work Contract for various Jobs** (related to **LABORATORY, EMU, WORKSHOP, AND OFFICE**)

**TERMS & CONDITIONS:-**

1. The supporting/allied services staff should follow strict attendance and whenever anyone of staff/supervisor is to go on leave, necessary alternative arrangements are to be made by the agency under intimation to this office.
2. Changing of Staff/Supervisor should be intimated to Chairman Job Works Committee, ICAR-RCER, Patna.
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 speaking Hindi.
6. The contractor shall keep a complaint register with his supervisor, and is subjected for verification by the authorized officer of Institute time to time. 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 50 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.
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 alongwith 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** only 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 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 **Council** from **any claims, loss or damages** that may be caused to it on account of **any failure to comply** with the obligations under various laws. In case of any **dispute**, the **decision of 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 Supervisor/Staff should be intimated to the Chairman Job Works Committee.
20. The Contractor must employ adult labour only. Employment of child labour will lead to the termination of the Contract and suitable penalty.
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 agency shall be wholly responsible for making payments of monthly wages and other statutory payments to the contractual workers as per the minimum wages Act and the Institute shall in no way be responsible for meeting any other kind of expenditure other than the **'Employer's share'(EPF + ESI)** to the contractual workers deployed by the agency subject to production of proof of having payments made by the agency and verification of the same by the institute .

**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 **rates to be quoted should cover all provisions of the minimum wages Act as applicable from time to time issued by the Ministry of labour**. The Agency shall regularly ensure the payment of wages to the labours deployed at this Institute only by **e-banking** to their respective accounts and should also provide the **'wage slips'** to the labours. No other mode of payments to the contractual workers is accepted. The complete details of EPF/ESI recovered / remitted for each english calendar month should be furnished duly certified on the letter head of the agency along with the monthly bills

failing which such payments shall be withheld by the institute.

24. After awarding the work contract, the contractor must submit the **list and number of laborers** to be engaged at the institute along with the details of their **names, addresses, proof of date of birth, their Bank Account numbers and Two Photographs** within 15 days from the date of award of contract to the Farm management unit. Afterwards the Firm has to submit bills through farm management unit every english calendar month. The agency shall supply only able bodied, physically fit and those labours who are fully conversant with Agricultural field / Laboratory / Agricultural Engineering works preferably in the age group of 20-50 years whose deployment fully complies with the due provisions of EPFO / ESIC. No child labour shall be engaged and deployed by the agency at any time in the institute.
25. The contractor / agency should ensure that the laborers are paid regularly every month, the **minimum wages as prescribed under the labor law which is in force from time to time** and necessary contributions towards EPF, ESI, etc., should be paid to their individual accounts from the first month itself. **As per the O.M. No. 1/13(1)/2016-LS-II dated 31.03.2016** issued by Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C) presently , the applicable minimum wages to be ensured and payable to the Labour by the Agency / Firm are as stated below:

**Dearness Allowances**

Category of Worker	Rates of VDA area wise (in Rupees)		
	A	B	C
<b>Unskilled</b>	120.00	109.00	109.00
<b>Semi Skilled</b>	131.00	120.00	109.00
<b>Skilled</b>	141.00	131.00	120.00
<b>Highly Skilled</b>	155.00	145.00	131.00

**Minimum rates of wages including the basic rates and variable dearness allowances**

Category of worker	Rates of wages including VDA area wise per day (in Rupees)		
	A	B	C
<b>Unskilled</b>	<u>114.00+120</u> 234	<u>104.00+109</u> 213	<u>102.00+109</u> 211
<b>Semi-Skilled/Unskilled Supervisory</b>	<u>125.00+131</u> 256	<u>116.00+120</u> 236	<u>107.00+109</u> 216
<b>Skilled / Clerical</b>	<u>137.00+141</u> 278	<u>125.00+131</u> 256	<u>115.00+120</u> 235
<b>Highly Skilled</b>	<u>153.00+155</u> 308	<u>141.00+145</u> 286	<u>125.00+131</u> 256

The applicable minimum wages are required to be paid by the agency / contractor to the contractual workers actually deployed at the institute regularly **by 7<sup>th</sup> of each calendar month and not later than 10<sup>th</sup> of that month at any cost.**

The contractor / agency should maintain all the relevant registers viz., daily attendance registers of laborers actually engaged, wage slips /wage distribution registers with signatures, monthly contribution of EPF & ESI . **He / she has to produce all such registers as and when required by the Chairman, FMC / Office /Labour department for inspection.**

26. The agency should also produce an affidavit declaring that the agency / firm is not a defaulter of EPF / ESI and there are no cases pending against the firm / agency or any

member(s) of the Board of Director of the company or against the proprietor of the firm / agency which needs to be enclosed in **Technical Bid**.

27. 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.

**LIQUIDATED DAMAGES CLAUSE:**

1. An amount equivalent to two days of contract amount, subject to a minimum 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 Division/Section of ICAR-RCER, Patna. It will be brought to the notice of the supervisory staff of the firm by Institute and if no action is taken within **one day**, liquidated damages clause will be invoked.
2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

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

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**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 09.06.2016.**

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 jobworks/services at ICAR-RCER, Patna** on the following rates:-

**A) Laboratory related job contract works:-**

Sr. No.	Name of the works	Unit/Area /Nos./quantity	Rate to be quoted by Bidder (Rs.)
1	2	3	4
1.	Collection of samples (water/soil/plant/feeds/fodder /biological etc.) from field	Per 20 samples	
2.	Processing of samples (DM estimation 1 Grinding)	Per 20 samples	
3.	Collection of digestion of sample during 24 hours	4 cattle or 4 goats or 12 poultry per 24 hours	
4.	Extraction of samples/ Shaking/centrifugation/volume make- up etc.	Per 10 samples	
5.	Digestion / Distillation of samples	Per 10 samples	
6.	Titration/ chemical/ bio-chemical analysis	Per 20 samples	
7.	Milk sample analysis	Per 50 samples	
8.	pH / EC recording	Per 100 samples	
9.	Chemical reagents making / media preparation	Per 5 reagents	
10.	Cleaning and up-keep of labs	Per 200 m <sup>2</sup> area	
11.	Glassware's cleaning (Beakers/conical flask/test tubes/ burette/pipette/measuring cylinder/ reagent bottles/ volumetric flasks etc.)	Per 50 glassware	
12.	Estimation of energy in feeds/fodder/faeces samples	Per 10 samples	
13.	Assisting in survey and on field data collection	Per 10 surveyee	
14.	Processing & staining of biological samples	Per 20 samples	
15.	Mirco-organism culturing/Anit-biotic sensitivity test	Per 20 samples	
		<b>Sub Total (A)</b>	
		<b>Rs.</b>	

**B) Job contract work of EMU, Workshop and Office at ICAR-RCER, Patna:-**

Sl. No.	Description of work	Unit/Area /Nos./quantity	Rate to be quoted by Bidder (Rs.)
1	2	3	4
1.	<b>Maintenance of electricity fittings, fixtures panel room, tube wells etc. (with out materials)</b> at residential colony/ quarters, office buildings roads and streets of ICAR-RCER Main Complex, WALMI Campus and Sabajpura Farm.	Per point	
2.	<b>Maintenance of Generator sets (with out materials)</b> at, office buildings roads and streets of ICAR-RCER Main Complex, WALMI Campus and Sabajpura Farm.	Per No.	

**IFB-II (Field and Farm Services at ICAR-RCER, Patna)**

3.	<b>Maintenance of plumbing fittings and fixtures including water supply system (with out materials)</b> at residential colony/ quarters, office buildings, roads and streets of ICARRCER Main Complex, WALMI Campus and Sabajpura Farm.	Per Sqm	
4.	<b>Maintenance of Carpentry fittings and fixtures (with out materials)</b> at residential colony! quarters, office buildings roads and streets of ICARRCER Main Complex, WALMI Campus and Sabajpura Farm.	Per Sqm	
5.	<b>Repairing and maintenance of masonry work (without materials)</b> for residential colony! quarters, office buildings roads and streets of ICARRCER Main Complex, WALMI Campus and Sabajpura Farm.	Per Sqm	
6.	<b>Repairing and maintenance</b> of office, residential colony/quarters at ICAR-RCER Main Complex, WALMI Campus and Sabajpura Farm.	Per Sqm	
8.	<b>Maintenance of irrigation system (Tube well and water supply system with out materials)</b> at ICAR-RCER Main Complex, WALMI Campus and Sabajpura Farm.	Per hectare	
9.	<b>Mopping, cleaning &amp; sweeping</b> in office buildings residential colony /quarters, approach roads at main complex of ICAR-RCER, Patna, WALMI Complex and Sabajpura Farm area.	Per Sqm	
10.	<b>Maintenance and management of workshop work and operation of workshop machineries</b> i.e Lathe, grinding, drilling, shaping, milling, sheet shearing/cutting arc welding, gas welding, air compressor, power hacksaw. Angle disc grinder and hand shearing machines etc.	Per Machines	
11.	<b>Office management, record maintenance, computer work and office maintenance</b> in Director cell, Finance cell/section, Administration cell/section, C& B cell/section, Dispatch section and P&S cell /section.	Per Cell / Section	
	<b>Sub Total (B)</b>		
	<b>Grand Total (A+B)</b>		

(Rupees \_\_\_\_\_)

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.

**Note: If all the bidder quoted same bid price, than the following criteria with marking system, will be adopted by the Institute to finalize the bid price.**

Sl No	Particulars	Weight age
1.	Experience during last five years* (services exclusively rendered in the field of Agricultural Research in any of ICAR institute / State Agricultural Universities)	35%
2.	Certified copies of the satisfactory services rendered to job works of laboratory, emu, workshop, office and vehicle management in ICAR/ SAUs ( for the last 5 year)	25%
3.	Turn-over (during last two financial year)	10%
4.	Number of labours registered {under THE CONTRACT LABOUR REGULATION AND ABOLITION) ACT, 1970} (during last two financial year)	10%

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5.	Number of labours registered under EPF (during last two financial year)	10%
6.	Number of labours registered under ESI (during last two financial year)	10%
	Total	100%

\* Work experience other than those mentioned in the section shall not be entertained.

Note: For evaluation and calculation, only two decimal numbers will be considered.

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 Biennial job work contract for providing **Job Work Contract for various Jobs** (related to **JOB WORKS OF LABORATORY, EMU, WORKSHOP, OFFICE AND VEHICLE MANAGEMENT**) of IFB-XVII at ICAR-RCER, Patna 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 Biennial job work contract for providing **Job Work Contract for various Jobs** (related to **JOB WORKS OF LABORATORY, EMU, WORKSHOP, OFFICE**) under IFB-XVII at ICAR-RCER, Patna.
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 . 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 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.

**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 DEPOSIT/BANK CHALLAN USED TO MAKE THE DEPOSIT/PAYMENT FOR EPF AND ESI CONTRIBUTIONS BY THE CONTRACTOR ON MONTHLY BASIS.**

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 bye-laws of Central Govt. / State Govt. as applicable relating to this contract.

**IFB-II (Field and Farm Services at ICAR-RCER, Patna)**

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.
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. A minimum 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 ICAR-RCER 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, a 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 ..... 2016.

**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